

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

May 12, 2010

**CHANGE NOTICE NO. 49
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864 Meredith.hughes@unisys.com	TELEPHONE (248) 321-0379 Meredith Hughes
	VENDOR NUMBER
	BUYER (517) 241-3215 Steve Motz
Contract Administrator Patty Bogard Unisys Mainframe Hardware/Software - Department of Management & Budget Michigan Information Processing Center (MIPC)	
CONTRACT PERIOD From: May 8, 1995 To: December 31, 2011	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately this contract is INCREASED by \$375,592.00 to allow for changes to the Unisys Remittance Solution required to support two new pieces of Quantum Series Equipment as described in the attached vendor quote.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON (S):

Per DTMB request, Vendor agreement and Administrative Board approval on May 4, 2010.

INCREASE: \$375,592.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$99,491,805.79



Michigan DELEG Quantums-R&L Software & Service

Qty	Style	Description	Extended Price	Unit Price
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Hardware : Quantums

Track 1				
1	21301-D	PROC:SITDOWN CONSOLE	19,995	19,995
1	21300-TCP	ACC:PCI-TCP PCBA	1,000	1,000
1	21301-SSE	STACKER:STD 12 POCKETS (PKTS 1-12)	6,595	6,595
1	21300-N2E	FEEDER:NO SECONDARY MERGE FEEDER	0	0
1	21300-RMN	ENDORSER:REAR ONLY MJE w/NO STAMP	2,790	2,790
1	21300-EME	LS ENCODER:E13B MICR	1,595	1,595
1	21300-SCH	FEEDER:STD CAPACITY HOPPER	0	0
1	21300-CCR	ACC:DOWNSTREAM REAR CCITT COMPRESSION CD	3,450	3,450
1	21300-CCF	ACC:DOWNSTREAM FRONT CCITT COMPRESSION CD	3,450	3,450
1	21300-FDA	READER:MICR + DUAL LINE OCR	6,030	6,030
1	21300-FPT	ACC:TOUCH PANEL 17 DISPLAY	1,495	1,495
1	21300-UF1	SYS:UPSTREAM FRONT IMAGE LIFT	15,000	15,000
1	21300-UNR	SYS:UPSTREAM NO REAR CAMERA	0	0
1	21300-UCF	ACC:UPSTREAM FRONT CCITT COMPRESSION	3,450	3,450
1	NDP9999-UTB	WRKST:COMBINED UPSTREAM TRACK & ICS PC	2,500	2,500
1	NDP17-MC2	SYS:DELL 17" FLAT PANEL MONITOR	315	315
1	NDP9999-ICB	WRKST:IMAGE CAPTURE PC	2,500	2,500
1	21301-C20	CAMERA:FRONT/REAR CAMERA, 200dpi	25,000	25,000
Track 2				
1	21301-D	PROC:SITDOWN CONSOLE	19,995	19,995
1	21300-TCP	ACC:PCI-TCP PCBA	1,000	1,000
1	21301-SSE	STACKER:STD 12 POCKETS (PKTS 1-12)	6,595	6,595
1	21300-N2E	FEEDER:NO SECONDARY MERGE FEEDER	0	0
1	21300-RMN	ENDORSER:REAR ONLY MJE w/NO STAMP	2,790	2,790
1	21300-EME	LS ENCODER:E13B MICR	1,595	1,595
1	21300-SCH	FEEDER:STD CAPACITY HOPPER	0	0
1	21300-CCR	ACC:DOWNSTREAM REAR CCITT COMPRESSION CD	3,450	3,450
1	21300-CCF	ACC:DOWNSTREAM FRONT CCITT COMPRESSION CD	3,450	3,450
1	21300-FDA	READER:MICR + DUAL LINE OCR	6,030	6,030
1	21300-FPT	ACC:TOUCH PANEL 17 DISPLAY	1,495	1,495
1	21300-UF1	SYS:UPSTREAM FRONT IMAGE LIFT	15,000	15,000
1	21300-UNR	SYS:UPSTREAM NO REAR CAMERA	0	0
1	21300-UCF	ACC:UPSTREAM FRONT CCITT COMPRESSION	3,450	3,450
1	NDP9999-UTB	WRKST:COMBINED UPSTREAM TRACK & ICS PC	2,500	2,500
1	NDP17-MC2	SYS:DELL 17" FLAT PANEL MONITOR	315	315
1	NDP9999-ICB	WRKST:IMAGE CAPTURE PC	2,500	2,500
1	21301-C20	CAMERA:FRONT/REAR CAMERA, 200dpi	25,000	25,000
2	USC9992-PCB	WRKST:DUAL CORE PC	5,000	2,500
2	NDP17-MC2	SYS:DELL 17" FLAT PANEL MONITOR	630	315
2	USC9999-US	ACC:LOAD US CLASSIFIERS	0	0
Hardware Subtotal			195,960	

Software :

Remittance Software and Diamond CAR

1	VRU4-SV5	DOC SW:SERVER 250/500	3,300	3,300 OTC
2	VRU4-TR2	DOC SW:TRANSPORT 250	6,468	3,234 OTC
1	VRU4-CUS	DOC SW:CUSTOMIZERS 250+	900	900 OTC
3	VRU4-WSF	DOC SW:WORKSTATION 250+	2,598	866 OTC
1	21300-TNT	O/S:SW COMMON API SSW	4,200	4,200 OTC
1	21300-ICS	O/S:ICS SYSTEM S/W	3,000	3,000 OTC
1	21300-IQM	DOC SW:IMAGE QUALITY MONITOR	995	995 OTC
1	NDP9999-TPX	DOC SW:WINDOWS XP SW FOR TRACK PC	0	0 OTC
1	21600-VHT	DOC SW:MEDIUM SPEED VIDEO HELP/TRG	0	0 OTC
1	NDP9999-CPX	DOC SW:WINDOWS XP FOR ICS PC	0	0 OTC
1	21300-TNT	O/S:SW COMMON API SSW	4,200	4,200 OTC
1	21300-ICS	O/S:ICS SYSTEM S/W	3,000	3,000 OTC
1	21300-IQM	DOC SW:IMAGE QUALITY MONITOR	995	995 OTC
1	NDP9999-TPX	DOC SW:WINDOWS XP SW FOR TRACK PC	0	0 OTC
1	21600-VHT	DOC SW:MEDIUM SPEED VIDEO HELP/TRG	0	0 OTC
1	NDP9999-CPX	DOC SW:WINDOWS XP FOR ICS PC	0	0 OTC
2	USC9999-WXP	DOC SW:LOAD WIN XP PRO TRIGGER	0	0 OTC
1	USC3-EC	DOC SW:ENTERPRISE SC+D 3M dpy	0	0 OTC
1	USC3-UP2	DOC SW:SC/SC+UPGRD TO DIAMOND 3M	7,678	7,678 OTC
1	USC1-CON	DOC SW:CONVERSION ONLY SC+ ENHANCED READRATE KIT	1,500	1,500 OTC

Archive Software

2	IF5005-IMG	UeWI:SPU IMAGE 5-9U	8,532	4,266 OTC
2	IF5005-CLB	UeWI:SPU CLIENT 1-9U	800	400 OTC
1	IF5000-RBE	UeWI:RAPID BATCH ENTRY	15,000	15,000 OTC
1	IF5000-SMK	UeWI:MEDIA KIT	250	250 OTC

Software Subtotal		63,416
Quantum Series and Software Total		259,376

Qty	Style	Description	Extended Price	Unit Price
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Hardware :

1	RCK1020011-FRS	42Ux19x42 rack w/ doors & side skins	1,140	1,140
1	RCK1020011-REQ	42Ux19x42 custom service flag	0	0
1	WPR3440003-NBD	ACC:42U Rack Warranty 3 YRS.	0	0
4	KVM9002301-CNV	ADPTR:USB to CAT5 KVM converter	1,000	250
1	RCK1020011-SSF	42U Rack Side Stabilizer Foot	99	99
1	KVM9083101-SWC	SWITCH:8 Port CAT5-PS/2 KVM	1,300	1,300
4	RCK1020011-FP	1U Closeout Filler Panel	76	19
10	RCK1020031-FP	3U Closeout Filler Panel	490	49
8	UET3303154-PDU	ES3000 PDU Power Cord, C13 to C14,12A,	88	11
4	UET3306428-PDU	ES3000 15A, 240V, 5-15P/8 x C13 PDU	400	100

Image File Server

1	ES3530121-CPU	ES3/3530R L5520,2.26GHz,8M,XN,5.86GT/s	779	779
1	ES3530001-SHP	ES3000 3530R Shipping Materials	0	0
1	ES3530011-DOC	ES3/3530R Edocs and OpenManage DVD	0	0
1	NOS3000-BLD	No Operating System	0	0
1	ES3599011-SMC	ES3000 iDRAC Express	0	0
1	ES3599001-OPT	ES3000 Power Saving BIOS Setting	0	0
1	ES3530221-RAD	ES3/3530R RAID 1,PERC6/i,SAS 6/iR Cntrl	0	0
1	ES3530011-BZL	ES3/3530R Bezel	75	75
1	ES3599001-PWC	ES3000 No Additional Power Cord	0	0
1	ES3535090-3YR	ES3530R 3YR 5x9, 4 hr	0	0
1	ES3599007-OPT	ES3000 OB,BCOM,GB,ENET NIC	0	0
1	ES3530011-PCE	ES3/3530R P6/i,SAS,2x4,In,PCIe,256MCache	299	299
1	ES3530011-SVR	ES3/3530R with Up to 6 2.5in HDD	891	891
2	ES3599031-DSK	ES3000 146GB,10K SAS 2.5 HP	578	289
1	ES3599011-NKB	ES3000 No Keyboard	0	0
1	ES3599001-DSK	ES3000 HD Multi-Select	0	0
1	ES3599011-CPU	ES3000 Single Processor Only	0	0
1	ES3530011-CPU	ES3/3530R Single Processor CPU mounting	0	0
1	ES3530021-PWR	ES3/3530R EnergySmart PwrSply,Rdnt,502W	249	249
1	ES3599021-ODD	ES3000 DVD ROM, SATA, Internal	30	30
1	ES3599541-MEM	ES3000 4GB,2x2GB,1066M,2R UDIMM,1P,AE	192	192
1	ES3530011-RCK	ES3/3530R Slide Ready Rail,No Cb Mng Arm	149	149
2	OSM1000-PRC	PWR CORD:IEC320-C13/C14	26	13

Image File Server

1	ES3530121-CPU	ES3/3530R L5520,2.26GHz,8M,XN,5.86GT/s	779	779
1	ES3530001-SHP	ES3000 3530R Shipping Materials	0	0
1	ES3530011-DOC	ES3/3530R Edocs and OpenManage DVD	0	0
1	NOS3000-BLD	No Operating System	0	0
1	ES3599011-SMC	ES3000 iDRAC Express	0	0
1	ES3599001-OPT	ES3000 Power Saving BIOS Setting	0	0
1	ES3530221-RAD	ES3/3530R RAID 1,PERC6/i,SAS 6/iR Cntrl	0	0
1	ES3530011-BZL	ES3/3530R Bezel	75	75
1	ES3599001-PWC	ES3000 No Additional Power Cord	0	0
1	ES3535090-3YR	ES3530R 3YR 5x9, 4 hr	0	0
1	ES3599007-OPT	ES3000 OB,BCOM,GB,ENET NIC	0	0
1	ES3530011-PCE	ES3/3530R P6/i,SAS,2x4,In,PCIe,256MCache	299	299
1	ES3530011-SVR	ES3/3530R with Up to 6 2.5in HDD	891	891
2	ES3599031-DSK	ES3000 146GB,10K SAS 2.5 HP	578	289
1	ES3599011-NKB	ES3000 No Keyboard	0	0
1	ES3599001-DSK	ES3000 HD Multi-Select	0	0
1	ES3599011-CPU	ES3000 Single Processor Only	0	0
1	ES3530011-CPU	ES3/3530R Single Processor CPU mounting	0	0
1	ES3530021-PWR	ES3/3530R EnergySmart PwrSply,Rdnt,502W	249	249
1	ES3599021-ODD	ES3000 DVD ROM, SATA, Internal	30	30
1	ES3599541-MEM	ES3000 4GB,2x2GB,1066M,2R UDIMM,1P,AE	192	192
1	ES3530011-RCK	ES3/3530R Slide Ready Rail,No Cb Mng Arm	149	149
2	OSM1000-PRC	PWR CORD:IEC320-C13/C14	26	13

Database Server

1	ES3560121-CPU	ES3/3560R L5520,2.26GHz,8M,XN,5.86GT/s	779	779
1	ES3560001-SHP	ES3000 3560R Shipping Materials	0	0
1	ES3560011-DOC	ES3/3560R Edocs and OpenManage DVD	0	0
1	NOS3000-BLD	No Operating System	0	0
3	ES3599031-DSK	ES3000 146GB,10K SAS 2.5 HP	867	289
1	ES3599011-SMC	ES3000 iDRAC Express	0	0
1	ES3560011-PCE	ES3/3560R Riser,2 PCIe x8+2 PCIe x4 Slot	0	0
1	ES3560031-SVR	ES3/3560R with Up to 8 2.5in HDD	990	990
1	ES3560051-PCE	ES3/3560R PERC6,2x4,In,PCIe,256MCache,x8	299	299
1	ES3560021-PWR	ES3/3560R ES Pwr Sply,Redundant,570W	249	249
1	ES3599001-PWC	ES3000 No Additional Power Cord	0	0
1	ES3599001-DSK	ES3000 HD Multi-Select	0	0
1	ES3599011-ODD	ES3000 DVD+-RW ROM, SATA, Internal	99	99
1	ES3599121-CPU	ES3000 2nd L5520 CPU	779	779
1	ES3599001-OPT	ES3000 Power Saving BIOS Setting	0	0
1	ES3599011-NKB	ES3000 No Keyboard	0	0
1	ES3565090-3YR	ES3560R 3YR 5x9, 4 hr	0	0

Unique Confidential
Pricing Valid for 60 days
1-13-2010

1	ES3560021-CPU	ES3/3560R Dual Processor CPU mounting kit	0	0
1	ES3560011-RCK	ES3/3560R Slide Ready Rail,No Cb Mng Arm	149	149
1	ES3599551-MEM	ES3000 8GB,4x2GB,1066M,2R UDIMM,2P,AE	332	332
1	ES3560111-RAD	ES3/3560R RAID 5,PERC 6/i Cntrl	0	0
1	ES3599007-OPT	ES3000 OB,BCOM,GB,ENET NIC	0	0
1	ES3560011-BZL	ES3/3560R Bezel	75	75
2	OSM1000-PRC	PWR CORD:IEC320-C13/C14	26	13
1	RCK2920011-KVM	1U CK KVM Console,17LCD,RapidRail	1,200	1,200
1	KVM9002101-CNV	ADPTR:USB to PS/2	139	139

Archive Server

1	ES3560121-CPU	ES3/3560R L5520,2.26GHz,8M,XN,5.86GT/s	779	779
1	ES3560001-SHP	ES3000 3560R Shipping Materials	0	0
1	ES3560011-DOC	ES3/3560R Edocs and OpenManage DVD	0	0
1	NOS3000-BLD	No Operating System	0	0
1	ES3560011-PCE	ES3/3560R Riser,2 PCIe x8+2 PCIe x4 Slot	0	0
1	ES3560011-BZL	ES3/3560R Bezel	75	75
1	ES3599551-MEM	ES3000 8GB,4x2GB,1066M,2R UDIMM,2P,AE	332	332
1	ES3560111-RAD	ES3/3560R RAID 5,PERC 6/i Cntrl	0	0
1	ES3560051-PCE	ES3/3560R PERC6,2x4,In,PCIe,256MCache,x8	299	299
1	ES3560031-SVR	ES3/3560R with Up to 8 2.5in HDD	990	990
5	ES3599031-DSK	ES3000 146GB,10K SAS 2.5 HP	1,445	289
1	ES3599001-DSK	ES3000 HD Multi-Select	0	0
1	ES3560011-RCK	ES3/3560R Slide Ready Rail,No Cb Mng Arm	149	149
1	ES3560021-PWR	ES3/3560R ES Pwr Sply,Redundant,570W	249	249
1	ES3599121-CPU	ES3000 2nd L5520 CPU	779	779
1	ES3599011-SMC	ES3000 iDRAC Express	0	0
1	ES3599011-NKB	ES3000 No Keyboard	0	0
1	ES3599001-PWC	ES3000 No Additional Power Cord	0	0
1	ES3560021-CPU	ES3/3560R Dual Processor CPU mounting kit	0	0
1	ES3599007-OPT	ES3000 OB,BCOM,GB,ENET NIC	0	0
1	ES3565090-3YR	ES3560R 3YR 5x9, 4 hr	0	0
1	ES3599011-ODD	ES3000 DVD+/-RW ROM, SATA, Internal	99	99
1	ES3599001-OPT	ES3000 Power Saving BIOS Setting	0	0
2	OSM1000-PRC	PWR CORD:IEC320-C13/C14	26	13

Hardware Subtotal		22,334
Total Remittance Servers		22,334
Total Remittance Hardware & Software		281,710

Services :

1	IS6-SI	DELEG Implementation Services	132,252
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Project Initiation
Assign Staff and work assignment
Setup Transition upgrade Environment Plymouth
Remittance & Lockbox Base System 3.7 Load
Remittance & Lockbox Base 3.7 Transition to 4.0
Move Worksources to 4.0 Microsoft SQL DB
Remittance & Lockbox Base 4.0 Transition to 4.2
Migration Custom Parameter Sets
 worksource
 workstation
 workflow
 extracts mdb
Unit Testing
Create Sample extracts
Install new Hardware
Setup SQL Database after Client installs SQL
On-Site Application Installation
Validate Network
Setup parallel Environment
Operator Training
Acceptance Testing
Production Support
Travel Expenses

Total Services		\$132,252
Total Hardware & Software		281,710
Discount		41,396
Delivery Charges		3026
Total System		\$375,592

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NOTES

Client will provide & install Windows Server 2008 for 32 bit for all Servers
1-13-2010

Client will provide Microsoft SQL 2005 for the Archive Server & Database Server

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

December 8, 2009

**CHANGE NOTICE NO. 48
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864 Meredith.hughes@unisys.com	TELEPHONE (248) 321-0379 Meredith Hughes
	VENDOR NUMBER
	BUYER (517) 241-3215 Steve Motz
Contract Administrator Patty Bogard Unisys Mainframe Hardware/Software - Department of Management & Budget Michigan Information Processing Center (MIPC)	
CONTRACT PERIOD From: May 8, 1995 To: December 31, 2011	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Per Executive Directive 2009-3, the vendor has offered the following price concessions to the State of Michigan:

Effective immediately the hourly rates for Donald Hertzke and Jack Grundtner are reduced per the updated hourly rate table. In addition, the number of hours for Gerry Branch is reduced from 1880 to 1760 hours. All other terms, conditions, specifications and pricing remain unchanged.

Revised Hourly Rate table:

	Previous Rate	Revised Rate
Jack Grundtner	\$110/hour	\$105/hour
Donald Hertzke	\$110/hour	\$105/hour
Gerry Branch	\$168/hour	\$168/hour

AUTHORITY/REASON (S):

Per DIT request and Vendor Approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$99,116,213.79

From: Arbour, Jeffrey J.
Sent: Monday, November 09, 2009 5:55 PM
To: 'Chris Mitchell'; Carol Sherman
Cc: Mike Binkley; Hughes, Meredith J.
Subject: Reduction Request

Chris/Carol – in response to your request for reduction in rates and/or hours related to the 3 following individuals Unisys submits the following responses for your consideration:

- Jack Grundtner – reduce hourly rate by \$5/hr from \$110/hr to \$105/hr
- Don Hertzske – reduce hourly rate by \$5/hr from \$110/hr to \$105/hr
- Gerry Branch – reduce the number of hours by 120 from 1880 (as issued under last year's PO) to 1760 – this equates to a 6.4% reduction in hours and cost

I ran the last option by Mike Binkley, to whom Gerry Branch reports, to gain his concurrence and to insure he was comfortable Gerry could still accomplish what he needs to. Mike indicated he supported this approach.

Please let me know if you have any questions or comments related to this information. Thank you.

Jeffrey J. Arbour

office 517 580-3700 fax 215 542-5208 cell 517 881-3218

310 Winterberry Lane Okemos, MI 48864

unisys... imagine it. Done

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

March 18, 2009

**CHANGE NOTICE NO. 47
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864 Meredith.hughes@unisys.com	TELEPHONE (248) 321-0379 Meredith Hughes
	VENDOR NUMBER
	BUYER (517) 241-3215 Steve Motz
Contract Administrator Patty Bogard Unisys Mainframe Hardware/Software - Department of Management & Budget Michigan Information Processing Center (MIPC)	
CONTRACT PERIOD From: May 8, 1995 To: December 31, 2011	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, this Contract is **INCREASED** by \$2,041,454.00 to allow for the purchase of software licenses to allow ASSIST to continue running through December, 2009. All other terms, conditions, specifications and pricing remain unchanged.

Overview of Contract Increase

Previous Contract Value:	\$97,074,759.79
CN 47 Increase:	\$2,041,454.00

AUTHORITY/REASON (S):

Per DIT request and letters from Unisys.
 Approved by the Administrative Board on 3/17/2009.

INCREASE: \$2,041,454.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$99,116,213.79

December 22, 2008

Ms. Sara Kanya, Manager
Enterprise Platform Services
Data Center Operations
Department of Information Technology
515 Westshire Dr.
Lansing, MI 48913

Dear Sara:

Thank you for the opportunity to offer this revised proposal for a software license extension providing 450 MIPS of processing power on the CS7822 ASSIST platform.

Recognizing the State's desire to migrate the ASSIST functionality to the new Bridges application the pricing in this proposal offers three (3) options for the State's consideration; Option (1) month to month pricing, Option (2) 12 month license, and Option (3) 18 month license. The longer the extension, the lower the average monthly fee. The State, via the three options, can determine which option best meets its future needs. Please note there are some one-time-charges included in all three options. When comparing options please bear in mind the one-time-charges will be paid up front in month one even for the month to month option.

This proposal and pricing is valid for 90 days. After 90 days, a new proposal may be necessary. In order to clarify the standard terms and conditions regarding invoicing as stated in contract 071B5000692, Unisys requests the right to invoice the State upon receipt of the State's purchase order. The Phase I and Phase II PARE are not applicable to the State's order since this is an extension of the right to use licenses for Software already in use by the State. These clarifications will in no way modify the State's contractual terms regarding payment terms as stated in contract 071B5000692.

This proposal is submitted for your consideration under the terms and conditions of contract 071B5000692. Your acceptance of this proposal through a purchase order to Unisys referencing the of this proposal and the option you have chosen shall constitute the only legally binding commitment of the parties.

Please feel free to contact me if you have any questions regarding this proposal.

Sincerely,

Jeffrey J. Arbour
Client Account Executive

Enclosure Cost Model

CS7822 Month to Month Option

Configuration: State of MI SW Extension 110708 (ID: 225948)

Qty	Style	Description	License Fee US \$
Software:			
OTC's:			
1	ESR7000-SER	SERV:ES7K e-Service Req	0 <i>OTC</i>
1	SMA10001-OCD	OpCon/xps:Ded. SAM SVR	35,300 <i>OTC</i>
1	SMA101-080	OpCon/xps:LSAM Unisys IX-80	70,500 <i>OTC</i>
1	SMA1900-CQ	Custom Quote	15,870 <i>OTC</i>
OTC Software Subtotals			121,670
MLC's:			
1	6810-00	FILE MGT:MEDIA MANAGER	0 <i>MLC</i>
1	ECH20-CH	Call Home Service OS2200	0 <i>MLC</i>
1	SMS7001-SBE	SYS MGT:SPO BASIC ED	70 <i>MLC</i>
1	CSL2025-017	MIP IMG ENBL 425	51,000 <i>MLC</i>
1	CS7802-VOY	SYS MGT:Value Tools	0 <i>MLC</i>
1	CSP2080-ASC	CMPLR:COBOL ASCII MX	7,297 <i>MLC</i>
1	CSP2080-DFP	CMPLR:DFP MX	672 <i>MLC</i>
1	CSP2080-LA1	SYS MGT:LA MX	2,531 <i>MLC</i>
1	CSP2080-MSR	SYS MGT:MSAR MX	2,109 <i>MLC</i>
1	CSP2080-OSM	SYS MGT:OSAM MX	3,008 <i>MLC</i>
1	CSP2080-PAR	SYS MGT:PAR MX	5,950 <i>MLC</i>
1	CSW20-BLD	UTIL SW:BUILD CPX	5 <i>MLC</i>
1	CSP2080-DMQ	DATAMGT:NET DB W/ OPEN ACCESS	7,464 <i>MLC</i>
1	CSP2080-OCB	CMPLR:UCS COBOL 85	6,055 <i>MLC</i>
1	CSP2080-FTX	COM SW:CP FTP AND TAS	3,262 <i>MLC</i>
1	CSP2080-TLU	SYS MGT:TAPE-LABEL-UTIL	383 <i>MLC</i>
1	CSS780211-17	IOE:DOR 180 REL 11 GP 425 MIPS	150,167 <i>MLC</i>
MLC Software Total			239,973

CS7822 12 Month License Option
Configuration: State of MI SW Extension 110708 (ID: 225948)

Qty	Style	Description	License Fee US \$
Software:			
1	ESR7000-SER	SERV:ES7K e-Service Req	0 <i>OTC</i>
1	6810-00	FILE MGT:MEDIA MANAGER	0 <i>ETP12</i>
1	ECH20-CH	Call Home Service OS2200	0 <i>ETP12</i>
1	SMA10001-OCD	OpCon/xps:Ded. SAM SVR	31,064 <i>OTC</i>
1	SMA101-080	OpCon/xps:LSAM Unisys IX-80	62,040 <i>OTC</i>
1	SMS7001-SBE	SYS MGT:SPO BASIC ED	572 <i>ETP12</i>
1	CSL2025-017	MIP IMG ENBL 425	538,560 <i>ETP12</i>
1	CS7802-VOY	SYS MGT:Value Tools	0 <i>ETP12</i>
1	CSP2080-ASC	CMPLR:COBOL ASCII MX	61,642 <i>ETP12</i>
1	CSP2080-DFP	CMPLR:DFP MX	5,674 <i>ETP12</i>
1	CSP2080-LA1	SYS MGT:LA MX	21,379 <i>ETP12</i>
1	CSP2080-MSR	SYS MGT:MSAR MX	17,815 <i>ETP12</i>
1	CSP2080-OSM	SYS MGT:OSAM MX	25,413 <i>ETP12</i>
1	CSP2080-PAR	SYS MGT:PAR MX	50,265 <i>ETP12</i>
1	CSW20-BLD	UTIL SW:BUILD CPX	40 <i>ETP12</i>
1	CSP2080-DMQ	DATAMGT:NET DB W/ OPEN ACCESS	63,054 <i>ETP12</i>
1	CSP2080-OCB	CMPLR:UCS COBOL 85	51,151 <i>ETP12</i>
1	CSP2080-FTX	COM SW:CP FTP AND TAS	27,562 <i>ETP12</i>
1	CSP2080-TLU	SYS MGT:TAPE-LABEL-UTIL	3,232 <i>ETP12</i>
1	CSS780211-17	IOE:DOR 180 REL 11 GP 425 MIPS	1,585,760 <i>ETP12</i>
1	SMA1900-CQ	Custom Quote	15,870 <i>OTC</i>
12 Month Software License Total			2,561,093

CS7822 18 Month License Option

Configuration: State of MI SW Extension 110708 (ID: 225948)

Qty	Style	Description	License Fee US \$
Software:			
1	ESR7000-SER	SERV:ES7K e-Service Req	0 <i>OTC</i>
1	6810-00	FILE MGT:MEDIA MANAGER	0 <i>ETP18</i>
1	ECH20-CH	Call Home Service OS2200	0 <i>ETP18</i>
1	SMA10001-OCD	OpCon/xps:Ded. SAM SVR	31,064 <i>OTC</i>
1	SMA101-080	OpCon/xps:LSAM Unisys IX-80	62,040 <i>OTC</i>
1	SMS7001-SBE	SYS MGT:SPO BASIC ED	679 <i>ETP18</i>
1	CSL2025-017	MIP IMG ENBL 425	639,540 <i>ETP18</i>
1	CS7802-VOY	SYS MGT:Value Tools	0 <i>ETP18</i>
1	CSP2080-ASC	CMPLR:COBOL ASCII MX	73,200 <i>ETP18</i>
1	CSP2080-DFP	CMPLR:DFP MX	6,738 <i>ETP18</i>
1	CSP2080-LA1	SYS MGT:LA MX	25,388 <i>ETP18</i>
1	CSP2080-MSR	SYS MGT:MSAR MX	21,155 <i>ETP18</i>
1	CSP2080-OSM	SYS MGT:OSAM MX	30,178 <i>ETP18</i>
1	CSP2080-PAR	SYS MGT:PAR MX	59,690 <i>ETP18</i>
1	CSW20-BLD	UTIL SW:BUILD CPX	48 <i>ETP18</i>
1	CSP2080-DMQ	DATAMGT:NET DB W/ OPEN ACCESS	74,876 <i>ETP18</i>
1	CSP2080-OCB	CMPLR:UCS COBOL 85	60,742 <i>ETP18</i>
1	CSP2080-FTX	COM SW:CP FTP AND TAS	32,729 <i>ETP18</i>
1	CSP2080-TLU	SYS MGT:TAPE-LABEL-UTIL	3,838 <i>ETP18</i>
1	CSS780211-17	IOE:DOR 180 REL 11 GP 425 MIPS	1,883,090 <i>ETP18</i>
2	SMA1900-CQ	Annual SMA Support	31,740 <i>OTC</i>
18 Month Software License Total			3,036,735

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

November 13, 2008

**CHANGE NOTICE NO. 46
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864 Meredith.hughes@unisys.com	TELEPHONE (248) 321-0379 Meredith Hughes
	VENDOR NUMBER
	BUYER (517) 241-3215 Steve Motz
Contract Administrator Patty Bogard Unisys Mainframe Hardware/Software - Department of Management & Budget Michigan Information Processing Center (MIPC)	
CONTRACT PERIOD From: May 8, 1995 To: December 31, 2011	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, this Contract is INCREASED by \$309,024.96 for the extension of hardware and software maintenance, and to purchase replacement Depcon server software license, and installation for DMB Print Center (see attached vendor quotes). All other terms, conditions, specifications and pricing remain unchanged.

Overview of Contract Increase

Previous Contract Value:	\$96,765,734.83
CN 46 Increase:	\$309,024.96

AUTHORITY/REASON (S):

Per DIT request and letters from Unisys.
 Approved by the Administrative Board on 11/05/2008.

INCREASE: \$309,024.96

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$97,074,759.79

Unisys Corporation

10B Madison Avenue

Extension

Albany, NY 12203-5383



August 18, 2008

Mr. Dave Pena,
State of Michigan
Consolidated Print Center
Lansing, Michigan

Dear Dave,

Thank you again for this opportunity to serve you.
Per our discussions, please accept this letter of quotation for the Enterprise Output Manager software upgrades, Subscription Service for Version 8, and On-Site Services Engagement.

This preliminary proposal is submitted for your consideration under the terms and conditions of contract 071B5000692. Your acceptance of the proposal through a purchase order to Unisys and referencing or including the terms of this proposal shall constitute the only legally binding commitment of the parties.

In order to clarify the standard terms and conditions regarding invoicing as stated in contract 071B5000692, Unisys requests the right to invoice the State upon shipment. Any PARE requirement under the referenced contract will be waived since this is an upgrade of licenses for Software already in use by the State. All software licenses become effective upon shipment. These clarifications will in no way modify the State's contractual terms regarding payment terms as stated in contract 071B5000692.

This proposal is valid for 90 days.

Enterprise Output Manager software upgrades Quotation:

Qty. 5 DSS270-UPG EOM V7 Enterprise Edition upgrade at \$5,508.00
ea.....\$27,540.00

Qty. 2 DSS470-UPG EOM V7 Professional Edition upgrade at \$275.40
ea.....\$550.80

Qty. 7 DSS570-UPG EOM V7 DDA Designer upgrade at \$2,203.20
ea.....\$15,422.40

Grand Total for EOM Software Upgrade licenses purchase:.....
\$43,513.20

Prices quoted above include both a fifteen percent quantity discount, plus a ten percent government discount.

Enterprise Output Manager software Subscription Service Quotation:

Qty. 5 DSU200-ENT Enterprise Edition Subscription Service at \$2,160.00
ea.....\$10,800.00

Qty. 2 DSU400-PRO Professional Edition Subscription Service at \$108.00
ea.....\$216.00

Qty. 7 DSU500-ADM DDA Designer Subscription Service at \$864.00
ea.....\$6,048.00

Grand Total for EOM Software Subscription Service purchase:.....

\$17,064.00

EOM Subscription Service entitles the customer to no-cost license upgrades from EOM Version 7 to EOM Version 8 upon release of the new version.

On-Site EOM Services Quotation:

Enterprise Output Manager on-site consultation, installation, and training:

5 days of on-site work, providing consultation, software migration on the State of Michigan servers, consolidation of configurations for a subset of servers, "over-the-shoulder" Administration training, and training for Print Center operations personnel (2 shifts).

5.5 Days @ \$1,600.00 per 8 hour day

.....\$8,800.00

Actual travel, hotel, meal, miscellaneous expenses not to exceed
.....\$1,600.00

Enterprise Output Manager remote User Job/Custom Job update:

Update current EOM User Jobs (CPCAudit, CPCAuditPCL, CPCChargeIT, CPCControlFile, CPCDCH, MIPC128, SpoolConvert) to non-GUI, COM-interface, enhanced logging Custom

Jobs suitable for use with the EOM 7.1 service architecture

.....\$11,200.00

The Grand Total for Software and Services, (with travel)

is:.....\$82,177.20

This quotation will be honored for ninety days from date of quotation.

I trust this meets with your approval.

Sincerely,

Dave Sangster

Dave Sangster
Portfolio Sales Executive

Phone: 603-667-1874

FAX: 585-487-3133

Email: dave.sangster@unisys.com

State of Michigan Gateway Extension Quote

VENDOR	Monthly Charge 10-1-2008
Gemini	\$694.44
Crystal Point	\$60.76
Unlimited Software Associates	\$354.51
Messageway - HIPAA	\$4,050.92
Messageway - Production	\$10,899.23
Messageway - DR	\$5,184.28
HP - S7400 Hardware	\$4,119.84
HP - S7400 Software	\$2,939.98
HP - S7600 Hardware	\$4,613.76
HP - S7600 Software	\$4,890.24
Total Monthly Charge	\$37,807.96
Total 6 month charge	\$226,847.76

NOTES & ASSUMPTIONS:

- 1 Subject to # 2 below, the monthly maintenance support charges listed herein will be in effect for the period of 10-1-08 through 3-31-09 and cover the products and quantities listed herein and will bill monthly. The coverage is Service Level 4 (Monday through Friday 8AM to 5PM, excluding holidays) and will be provided to the State directly by the applicable vendor in accordance with such vendor's standard service descriptions.
- 2 The prices listed above are good through December 31, 2008. If Unisys has not received a purchase order from the State extending the maintenance services described herein for a one (1) year term by December 31, 2008, then Unisys reserves the right to increase the charges.
- 3 The maintenance support services described herein will be extended under the terms of Contract 071B5000692 currently in existence between Unisys Corporation and the State of Michigan. The State of Michigan and Unisys will not become legally bound to each other unless and until a purchase order has been issued by the State and accepted by Unisys for these services.
- 4 This proposal contains confidential information of Unisys Corporation. In consideration of the receipt of this document, the State of Michigan agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for the evaluation of its contents without the written permission of Unisys. Unisys retains all rights and ownership of all its (or its suppliers) intellectual property rights and confidential information.
- 5 All brands and products referenced in this proposal are acknowledged to be the trademarks or registered trademarks of their respective owners.
- 6 Unisys will bill the State of Michigan on a monthly basis; the State of Michigan has the right to cancel maintenance coverage with 30-day notice of cancellation.

Style Type	Style Name	Description	Monthly Support 10/1/08 - 9/30/2009	VENDOR	CATEGORY	Se rvi ce Le vel	IA Address	IA City	
SOFTWARE	GCS	2-G2C	GEMINI S7400 GAP SOFTWARE	<u>\$694.44</u>	GEMINI	4	515 Westshire Dr	Lansing	
		Total Gemini	\$694.44						
SOFTWARE	GCS	1-C5C	Data Access Software	\$12.15	CRYSTAL POINT	4	515 Westshire Dr	Lansing	
SOFTWARE	GCS	1-C5C	Data Access Software	\$12.15	CRYSTAL POINT	4	515 Westshire Dr	Lansing	
SOFTWARE	GCS	1-C5C	Data Access Software	\$12.15	CRYSTAL POINT	4	515 Westshire Dr	Lansing	
SOFTWARE	GCS	1-C5C	Data Access Software	\$12.15	CRYSTAL POINT	4	515 Westshire Dr	Lansing	
SOFTWARE	GCS	1-C5C	Data Access Software	\$12.15	CRYSTAL POINT	4	515 Westshire Dr	Lansing	
		Total Crystal Point	\$60.75						
SOFTWARE	GCS	1-U1F	J6530 TANDEM WEB EMULATOR (10 copies)	<u>\$354.51</u>	USA	4	515 Westshire Dr	Lansing	
		Total USA	\$354.51						
SOFTWARE	GCS	1-M8N	SOW DCH-TESTPROD A	\$84.37	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	GCS	2-M8N	SOW DCH-NCPDPE A (#29)	\$510.41	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	GCS	3-M8N	SOW CCR-835-042104 (#31)	\$45.36	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	GCS	4-M8N	SOW CCR0835-020504A (#30)	\$37.50	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	GCS	5-M8N	SOW CCR-837C-052704 (#32)	\$73.96	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	GCS	6-M8N	SOW CCR-837C-110403A (#28)	\$88.54	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	GCS	7-M8N	SOW CCR-837E-111103A (#27)	\$169.32	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	GCS	14-B3P	X12 4010 277 (Unsolicited)	\$138.54	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	GCS	14-J00	SOW DCH-CCR-0803 A	\$106.25	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	GCS	15-B3P	X12 4010 835 (Interim)	\$169.79	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	GCS	15-J00	SOW DCH-CCR A	\$186.46	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	GCS	16-B3P	837 Transaction	\$270.83	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	GCS	16-J00	SOW CCR-834-100903 A	\$36.46	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	GCS	17-B3P	Dental Transaction	\$118.75	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	GCS	17-J00	SOW DCH Encounter A	\$286.46	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	GCS	18-B3P	Institutional Transaction	\$190.39	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	GCS	18-J00	SOW DCH-834 B	\$111.46	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	GCS	19-J00	SOW DCH-278 B	\$241.67	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	GCS	20-J00	SOW DCH-835 A	\$237.50	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	GCS	21-J00	SOW 837C.23.0 A	\$63.54	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	GCS	22-J00	SOW DCH-DP-Expand A	\$307.29	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	GCS	23-J00	SOW DCH-I-Expand A	\$112.50	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	GCS	24-J00	SOW DCH 276-277 B X12 004010 837	\$194.79	MSGWAY	HIPAA	4	515 Westshire Drive	Lansing
SOFTWARE	TBD		PROFESSIONAL	\$138.54	MSGWAY	HIPAA	4	516 Westshire Drive	Lansing
SOFTWARE	TBD		SOW CCR-835-0604A	\$53.12	MSGWAY	HIPAA	4	517 Westshire Drive	Lansing
SOFTWARE	TBD		SOW NCPDP.2.0 CCR 01/07/2005	\$36.46	MSGWAY	HIPAA	4	518 Westshire Drive	Lansing
SOFTWARE	TBD		SOW X12 004010 837C CCR 04/08/05	\$73.96	MSGWAY	HIPAA	4	519 Westshire Drive	Lansing
SOFTWARE			SOW CCR-835-091806	\$41.67	MSGWAY	HIPAA	4	520 Westshire Drive	Lansing
SOFTWARE			SOW CCR-837C-092606	\$88.54	MSGWAY	HIPAA	4	521 Westshire Drive	Lansing
SOFTWARE			SOW CCR-837E-111806	\$83.33	MSGWAY	HIPAA	4	522 Westshire Drive	Lansing

SOFTWARE	SOW CCR-276.4.0	\$31.25	MSGWAY	HIPAA	4	523 Westshire Drive	Lansing
SOFTWARE	SOW CCR-NCPDP3	<u>\$36.46</u>	MSGWAY	HIPAA	4	524 Westshire Drive	Lansing
	Message Way Discount	<u>(\$314.54)</u>					
	Total Messageway HIPAA	\$4,050.93					

Style Type	Style Name	Description	Monthly Support 10/1/08 - 9/30/2009	VENDOR	CATEGORY	Service Level	IA Address	IA City
SOFTWARE	OM 1000-AWV	EDI CENTER	\$3,632.80	MSGWAY	PRODUCTION	4	515 Westshire Dr	Lansing
SOFTWARE	OM 2000-AWV	ASNC CLPCD		MSGWAY	PRODUCTION	4	515 Westshire Dr	Lansing
SOFTWARE	OM 3000-AWV	SEGWAY API	\$201.82	MSGWAY	PRODUCTION	4	515 Westshire Dr	Lansing
SOFTWARE	OM 4000-AWV	ENH SECURT	\$100.92	MSGWAY	PRODUCTION	4	515 Westshire Dr	Lansing
SOFTWARE	OM 5000-AWV	AUDIT LOG	\$67.28	MSGWAY	PRODUCTION	4	515 Westshire Dr	Lansing
SOFTWARE	OM 8000-AWV	SNA 3770	\$195.10	MSGWAY	PRODUCTION	4	515 Westshire Dr	Lansing
SOFTWARE	OM 9000-AWV	SNA LU6.2	\$195.10	MSGWAY	PRODUCTION	4	515 Westshire Dr	Lansing
SOFTWARE	OM 11000-AWV	LU6.2 INTF	\$195.10	MSGWAY	PRODUCTION	4	515 Westshire Dr	Lansing
SOFTWARE	GCS 1-B3P	BCE Linecomm	\$121.10	MSGWAY	PRODUCTION	4	515 Westshire Dr	Lansing
SOFTWARE	GCS 1-H0Z	Hicor, NDM LINE HANDLER HICOR Interchange	\$273.14	MSGWAY	PRODUCTION	4	515 Westshire Dr	Lansing
SOFTWARE	GCS 2-H0Z	Reconciliation Server HICOR Inter Fchange	\$242.19	MSGWAY	PRODUCTION	4	515 Westshire Dr	Lansing
SOFTWARE	GCS 3-H0Z	Reconciliation Clie HICOR Unlimited Volume NSK	\$80.74	MSGWAY	PRODUCTION	4	515 Westshire Dr	Lansing
SOFTWARE	GCS 4-H0Z	Interchange T BCE File Compression	\$1,453.12	MSGWAY	PRODUCTION	4	515 Westshire Dr	Lansing
SOFTWARE	GCS 5-B3P	(EDICOMP) HICOR Translation Scheduling	\$322.91	MSGWAY	PRODUCTION	4	515 Westshire Dr	Lansing
SOFTWARE	GCS 5-H0Z	System (TSS)	\$322.91	MSGWAY	PRODUCTION	4	515 Westshire Dr	Lansing
SOFTWARE	GCS 6-H0Z	HICOR email notification HICOR ftp status and enhanced	\$726.56	MSGWAY	PRODUCTION	4	515 Westshire Dr	Lansing
SOFTWARE	GCS 7-H0Z	ftp BCE ECQ Software (EDI-ECQ-	\$645.83	MSGWAY	PRODUCTION	4	515 Westshire Dr	Lansing
SOFTWARE	GCS 9-B3P	MA)	\$598.00	MSGWAY	PRODUCTION	4	515 Westshire Dr	Lansing
SOFTWARE	GCS 13-B3P	BCE MessageWay SSL FTP Prod	\$290.62	MSGWAY	PRODUCTION	4	515 Westshire Dr	Lansing
SOFTWARE	TBD	DDL	\$80.74	MSGWAY	PRODUCTION	4	516 Westshire Dr	Lansing
SOFTWARE	TBD	IC RECON SERVER UPGRADE	\$107.64	MSGWAY	PRODUCTION	4	517 Westshire Dr	Lansing
SOFTWARE	TBD	MAIL BOX ACCESS	\$470.91	MSGWAY	PRODUCTION	4	518 Westshire Dr	Lansing
SOFTWARE	TBD	PROFILE LOAD API	\$141.28	MSGWAY	PRODUCTION	4	519 Westshire Dr	Lansing
SOFTWARE	TBD	SEARCHVIEW	\$134.42	MSGWAY	PRODUCTION	4	520 Westshire Dr	Lansing
SOFTWARE	TBD	Secure FTP - Production	<u>\$299.00</u>	MSGWAY	PRODUCTION	4	521 Westshire Dr	Lansing
	Total Messageway - Production		\$10,899.23					
SOFTWARE	GCS 2-B3P	BCE LineComm	\$60.54	MSGWAY	DR	4	515 Westshire Dr	Lansing
SOFTWARE	GCS 3-B3P	BCE Mway Delivery & Non Delivery Notific	\$363.28	MSGWAY	DR	4	515 Westshire Dr	Lansing
SOFTWARE	GCS 4-B3P	BCE FTP Status & Enhanced Command PK	\$145.32	MSGWAY	DR	4	515 Westshire Dr	Lansing
SOFTWARE	GCS 6-B3P	BCE Compression SW DR (EDICOMPDR)	\$161.46	MSGWAY	DR	4	515 Westshire Dr	Lansing
SOFTWARE	GCS 10-B3P	BCE MessageWay Hot Standby	\$3,981.27	MSGWAY	DR	4	515 Westshire Dr	Lansing
SOFTWARE	GCS 12-B3P	BCE MessageWay SSL FTP DR	\$322.91	MSGWAY	DR	4	515 Westshire Dr	Lansing
SOFTWARE	TBD	Secure FTP - DR	<u>\$149.50</u>	MSGWAY	DR	4	516 Westshire Dr	Lansing
	Total Messageway - DR		\$5,184.28					

			Total HP - S7400 Hardware	\$4,119.84					
SOFTWARE	GCS	1263-C1Z	COMPAQ Pathway W/TS/MP (Per CPU 1-4)	\$188.89	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1263-C1Z	COMPAQ Pathway W/TS/MP (Per CPU 1-4)	\$188.89	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1263-C1Z	COMPAQ Pathway W/TS/MP (Per CPU 1-4)	\$188.89	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1263-C1Z	COMPAQ Pathway W/TS/MP (Per CPU 1-4)	\$188.89	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1264-C1Z	COMPAQ STD Himalaya Series Pkg	\$1,215.27	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1265-C1Z	COMPAQ Nonstop Server for java Version 2	\$138.89	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1266-C1Z	COMPAQ ITP Webserver	\$184.72	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1268-C1Z	COMPAQ Spooler Plus	\$173.61	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1269-C1Z	COMPAQ TCP/IP Lan Print Spooler	\$119.44	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1270-C1Z	COMPAQ SNAX End Node Bundle	\$654.16	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1271-C1Z	COMPAQ Cobol85 Runtime - S Series	\$58.33	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1278-C1Z	COMPAQ Open systems SVCS	\$12.50	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1279-C1Z	COMPAQ SMF Storage Management Foundation	\$445.83	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1281-C1Z	COMPAQ Performance Mgmt Bndl (Host)	\$177.78	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1282-C1Z	COMPAQ Performance Mgmt Bundle V2	\$84.72	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1283-C1Z	COMPAQ Enable	\$62.50	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1284-C1Z	COMPAQ Transfer	\$177.78	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1285-C1Z	COMPAQ Native Cobol Runtime - S Series	\$65.28	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1335-C1Z	9054 EXCHANGE - REMOTE JOB ENTRY	\$76.39	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1336-C1Z	9060 X25AM X.25 ACCESS METHOD	\$76.39	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1337-C1Z	9076 6100 BSC POINT-TO- POINT	\$52.78	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1338-C1Z	9089 SNAX/HIGH LEVEL SUPPORT	\$344.44	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1339-C1Z	9170 GENERALIZED DEVICE SUPPORT EXTENDED	\$108.33	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1340-C1Z	9189 NETBATCH PLUS	\$118.05	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1341-C1Z	9640 VIEWPOINT	\$118.05	HP	S7400	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1342-C1Z	9750 SAFEGUARD	<u>\$223.61</u>	HP	S7400	4	515 Westshire Dr	Lansing
			Total HP - S7400 Software	\$5,444.41					
				\$					
			DR Discount 46%	2,504.43					
				\$					
				2,939.98					
HARDWARE	GCS	1770-H07	S7600 Processor w/1GB memory	\$446.40	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1770-H07	S7600 Processor w/1GB memory	\$446.40	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1770-H07	S7600 Processor w/1GB memory	\$446.40	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1770-H07	S7600 Processor w/1GB memory	\$446.40	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1771-H07	S Series I/O Multifunction Unit 2	\$89.28	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1771-H07	S Series I/O Multifunction Unit 2	\$89.28	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1772-H07	Servernet-ethernet controller card	\$34.56	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1772-H07	Servernet-ethernet controller card	\$34.56	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1773-H07	Servernet FESA	\$24.48	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1773-H07	Servernet FESA	\$24.48	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1773-H07	Servernet FESA	\$24.48	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1774-H07	Servernet - Wide Area Net	\$122.40	HP	S7600	4	515 Westshire Dr	Lansing

(SWAN) 2

HARDWARE	GCS	1775-H07	18GB 15K RPM disk drive for s-series	\$24.48	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1775-H07	18GB 15K RPM disk drive for s-series	\$24.48	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1775-H07	18GB 15K RPM disk drive for s-series	\$24.48	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1775-H07	18GB 15K RPM disk drive for s-series	\$24.48	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1775-H07	18GB 15K RPM disk drive for s-series	\$24.48	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1775-H07	18GB 15K RPM disk drive for s-series	\$24.48	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1775-H07	18GB 15K RPM disk drive for s-series	\$24.48	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1775-H07	18GB 15K RPM disk drive for s-series	\$24.48	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1776-H07	36GB 10K RPM s-series int disk CRU	\$34.56	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1776-H07	36GB 10K RPM s-series int disk CRU	\$34.56	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1776-H07	36GB 10K RPM s-series int disk CRU	\$34.56	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1776-H07	36GB 10K RPM s-series int disk CRU	\$34.56	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1776-H07	36GB 10K RPM s-series int disk CRU	\$34.56	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1776-H07	36GB 10K RPM s-series int disk CRU	\$34.56	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1776-H07	36GB 10K RPM s-series int disk CRU	\$34.56	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1776-H07	36GB 10K RPM s-series int disk CRU	\$34.56	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1776-H07	36GB 10K RPM s-series int disk CRU	\$34.56	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1776-H07	36GB 10K RPM s-series int disk CRU	\$34.56	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1777-H07	DLT7000 w/ACL Table top encl	\$385.92	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1777-H07	DLT7000 w/ACL Table top encl	\$385.92	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1778-H07	Modular Seb Base Unit	\$69.12	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1778-H07	Modular Seb Base Unit	\$69.12	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1778-H07	Modular Seb Base Unit	\$69.12	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1778-H07	Modular Seb Base Unit	\$69.12	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1779-H07	Serial Copper PIC, Servernet II	\$7.20	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1779-H07	Serial Copper PIC, Servernet II	\$7.20	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1779-H07	Serial Copper PIC, Servernet II	\$7.20	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1779-H07	Serial Copper PIC, Servernet II	\$7.20	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1779-H07	Serial Copper PIC, Servernet II	\$7.20	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1779-H07	Serial Copper PIC, Servernet II	\$7.20	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1779-H07	Serial Copper PIC, Servernet II	\$7.20	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1779-H07	Serial Copper PIC, Servernet II	\$7.20	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1780-H07	S-series power shelf	\$28.80	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1780-H07	S-series power shelf	\$28.80	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1780-H07	S-series power shelf	\$28.80	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1788-H07	NonStop Sys Console & Flat Panel	\$54.72	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	GCS	1788-H07	NonStop Sys Console & Flat Panel	\$54.72	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	TBD		S76X/86X ENCLOSURE (SINGLE W/BASE)	\$172.80	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	TBD		S76X/86X ENCLOSURE (DOUBLE W/BASE)	\$345.60	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	TBD		ETHERNET HUB - 12 PORT	\$8.64	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	TBD		ETHERNET HUB - 12 PORT	\$8.64	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	TBD		NONSTOP SERVICE CONNECT USB MODEM	\$2.88	HP	S7600	4	515 Westshire Dr	Lansing
HARDWARE	TBD		NONSTOP SERVICE CONNECT USB MODEM	<u>\$2.88</u>	HP	S7600	4	515 Westshire Dr	Lansing

Total HP - S7600 Hardware				\$4,613.76					
SOFTWARE	OM	4036-AAU	TRANSFR SW	\$184.32	HP	S7600	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1266-C1Z	COMPAQ ITP Webserver	\$191.52	HP	S7600	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1759-H07	Performance MGMT Bndl (host)	\$184.32	HP	S7600	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1760-H07	Enable	\$64.80	HP	S7600	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1761-H07	CObol85 runtime s-series	\$60.48	HP	S7600	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1762-H07	TCP/IP Lan print spooler	\$123.84	HP	S7600	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1763-H07	Web Viewpoint: Event V5	\$122.40	HP	S7600	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1764-H07	Nonstop Server for java Ver 3.1	\$144.00	HP	S7600	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1765-H07	Standard s-series OS Package	\$1,260.00	HP	S7600	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1766-H07	Pathway W/TS/MP (Per CPU 1-4)	\$195.84	HP	S7600	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1766-H07	Pathway W/TS/MP (Per CPU 1-4)	\$195.84	HP	S7600	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1766-H07	Pathway W/TS/MP (Per CPU 1-4)	\$195.84	HP	S7600	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1766-H07	Pathway W/TS/MP (Per CPU 1-4)	\$195.84	HP	S7600	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1781-H07	Exchange - Remote Job Entry	\$79.20	HP	S7600	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1782-H07	SNAX-XF	\$266.40	HP	S7600	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1783-H07	SNAX/APC	\$357.12	HP	S7600	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1784-H07	Generalized device support	\$112.32	HP	S7600	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1785-H07	Netbatch Plus	\$122.40	HP	S7600	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1786-H07	Viewpoint	\$122.40	HP	S7600	4	515 Westshire Dr	Lansing
SOFTWARE	GCS	1787-H07	Safeguard ACTIVE TRANSACTION PAGES (ATP)	\$231.84	HP	S7600	4	515 Westshire Dr	Lansing
SOFTWARE	TBD			<u>\$479.52</u>	HP	S7600	4	515 Westshire Dr	Lansing
Total HP - S7600 Software				\$4,890.24					
TOTAL MTHLY AMOUNT				\$37,807.96					

Support Quote for 6 months 10/1/2008 - 3/31/2009

\$226,847.77

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

March 4, 2008

**CHANGE NOTICE NO. 45
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (248) 321-0379 Meredith Hughes VENDOR NUMBER BUYER (517) 241-3215 Steve Motz
Meredith.hughes@unisys.com	
Contract Administrator Patty Bogard Unisys Mainframe Hardware/Software - Department of Management & Budget Michigan Information Processing Center (MIPC)	
CONTRACT PERIOD From: May 8, 1995 To: December 31, 2011	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, this Contract is INCREASED by \$2,939,498.00 for the extension of software licenses through April of 2009 that are required for the Unisys CS7882 computer (ASSSIST) platform (see attached vendor quote). All other terms, conditions, specifications and pricing remain unchanged.

Product and Services for the Data Center Operations (DCO)

Overview of Contract Increase

Previous Contract Value:	\$93,826,236.83
CN 45 Increase:	\$2,939,498.00

Please note: The vendor contact has been changed to Meredith Hughes.

Name: Meredith Hughes
Telephone: 248 321-0379 (mobile)
E-mail: Meredith.hughes@unisys.com
e-fax: 734 737-7013

AUTHORITY/REASON (S):

Per DIT request and letters from Unisys dated 12/13/2007.
 Approved by the Administrative Board on 2/19/2008.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$96,765,734.83

Product and Services for the Data Center Operations (DCO)

Jeffrey J. Arbour
Client Relationship Executive
North America - Public Sector

Unisys Corporation
2290 Science Parkway
Clemens, MI 48864

Voice 517 347 9767
Fax 517 347 9799
Jeffrey.Arbour@Unisys.com

unisys

December 13, 2007

Ms. Sara Kanya, Manager
Enterprise Platform Services
Data Center Operations
Department of Information Technology
515 Westshire Dr.
Lansing, MI 48913

Dear Sara:

Thank you for the opportunity to offer this proposal for a software extension on the CS7822 ASSIST platform.

The pricing in this proposal will extend the current expiration date of the software licenses through April 21, 2009.

This proposal and pricing is valid for 90 days. After 90 days, a new proposal may be necessary. In order to clarify the standard terms and conditions regarding invoicing as stated in contract 071B5000692, Unisys requests the right to invoice the State upon shipment. This pricing quotation presumes that any PARE requirement will be waived in that this is an extension of the right to use licenses for Software already in use by the State. All software licenses become effective upon shipment. These clarifications will in no way modify the State's contractual terms regarding payment terms as stated in contract 071B5000692.

This preliminary proposal is submitted for your consideration under the terms and conditions of contract 071B5000692. The order, when approved by Unisys, shall constitute the only legally binding commitment of the parties.

Thank you for your consideration of this proposal. If you have any questions, please ask. I will give any inquiry my immediate attention.

Sincerely,

Jeffrey J. Arbour
Client Account Executive

Enclosure Cost Model

Data Center Operations
 Human Services CS7822
 Twelve Month ETP Software Extension

QTY	Style	Description	Twelve Month ETP License
1	SMS7001-SBE	SYS MGT:SPO BASIC ED	\$650
1	ESR7000-SER	SERV:ES7K e-Service Req	\$0
1	CSL78022-703	CS7802 IMG ENBL 425	\$765,000
1	CS7802-VOY	SYS MGT:Value Tools	\$0
1	CSP2080-ASC	CMPLR:COBOL ASCII MX	\$70,048
1	CSP2080-DFP	CMPLR:DFP MX	\$6,448
1	6810-00	FILE MGT:MEDIA MANAGER	\$0
1	CSP2080-LA1	SYS MGT:LA MX	\$24,294
1	CSP2080-MSR	SYS MGT:MSAR MX	\$20,244
1	CSP2080-OSM	SYS MGT:OSAM MX	\$28,878
1	CSP2080-PAR	SYS MGT:PAR MX	\$57,119
1	CSW20-BLD	UTIL SW:BUILD CPX	\$46
1	CSP2080-DMQ	DATAMGT:NET DB W/ OPEN	\$71,652
1	CSP2080-OCB	CMPLR:UCS COBOL 85	\$58,126
1	CSP2080-FTX	COM SW:CP FTP AND TAS	\$31,320
1	CSP2080-TLU	SYS MGT:TAPE-LABEL-UTIL	\$3,673
1	CSS78029-17	IOE:CS7802 425	\$1,802,000
1	ECH20-CH	CALL HOME SERVICE OS2200	\$0
		Summary:	\$2,939,498

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

February 22, 2008

**CHANGE NOTICE NO. 44
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864 Richard.Peterson@unisys.com	TELEPHONE (517) 579-3000
	VENDOR NUMBER
	BUYER (517) 241-3215 Steve Motz
Contract Administrator Patty Bogard Unisys Mainframe Hardware/Software - Department of Management & Budget Michigan Information Processing Center (MIPC)	
CONTRACT PERIOD From: May 8, 1995 To: December 31, 2011	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, this Contract is INCREASED by \$593,424.65 to provide the product and services described in the attached. All other terms, conditions, specifications and pricing remain unchanged.

Product and Services for the Michigan State Police (MSP)

Procurement of the Unisys Agile Business Suite (AB Suite) software and related training, consulting and support. The training tools are required to migrate the Automated Incident Capture System from the Unisys LINC Mainframe software to a server/Oracle database environment. In addition, funds have been included to cover a total of 3 years of maintenance and subscription fees to be paid annually and approval of funding for technical support services for this migration project.

Product and Services for the Data Center Operations (DCO)

The State will acquire an additional 25 MIPS of performance on the CS7822 bringing the total MIPS to 450.

Overview of Contract Increase

Previous Contract Value:	\$93,232,812.18
CN 44 Increase: (\$225,230.00 for MSP + \$368,194.65 for DCO)	\$593,424.65

AUTHORITY/REASON (S):

Per DIT request and letters from Unisys dated 12/13/2007 and 12/27/07.
 Approved by the Administrative Board on 2/19/2008.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$93,826,236.83

Product and Services for the Michigan State Police (MSP)

Unisys

December 27, 2007

Recommended Agile Business Suite Training Courses

Getting Started with Agile Business Suite Developer (CES8014 Self-Study)

Length: Self-paced (approximately 70 hours (10 days) for inexperienced Enterprise Application Developers; an alternate agenda is provided for experienced Enterprise Application Developer users. Following this agenda will enable experienced EA Developer users to complete the Getting Started course in approximately 35 hours (5 days).

Overview: Getting Started with Agile Business Suite Developer (CES8014) introduces developers to the AB Suite development environment.

Audience: Developers who are new to the AB Suite development environment.

Objectives: At the completion of this course, the student should be able to:

- Describe the benefits of using AB Suite Developer
- Describe the components of AB Suite Developer
- Understand how to create AB Suite applications, using Developer
- Use Developer to create a small order-entry system

Prerequisites: Participants require a basic understanding of object oriented (OO) terminology and techniques, and some experience using Microsoft Visual Studio.

Key Topics:

- What is Developer?
- Using the model
- Using folders and dictionaries
- Stereotyped classes (ispecs, events, and reports)
- Non-stereotyped classes
- Debugging an application
- Defining logic
- Defining profiles
- Data manipulation
- The runtime cycle
- Designing Graphical User Interfaces
- Deploying a system on the development machine

Agile Business Suite Runtime for J2EE® Administration (CES8018 Self-Study)

Overview: Agile Business Suite Runtime for J2EE® Administration is a self-paced learning program, which includes descriptive information, screen demonstrations, and practical exercises.

Length: Self-paced (approximately 16 hours)

Audience: New users of Agile Business Suite Runtime J2EE® Environment

Objectives: At the completion of this course, students should be able to:

Understand the architecture and components of AB Suite Runtime systems for J2EE.

Generate AB Suite systems and reports for J2EE.

Use tools, utilities and commands to administer, maintain and control AB Suite Runtime systems on J2EE.

Prerequisites: The course assumes that students have a working knowledge of:

The J2EE environment

The operating system, database server software, and application server software they will use with AB Suite Runtime for J2EE Environment

The examples, demonstrations, and practical exercises in this course are based on the following software configuration.

Windows operating system

Oracle database server

JBoss application server

Students attempting to complete the course with a different software configuration will need to substitute some procedures described in the course with the equivalent steps for their setup.

Students are required to install the following software before commencing the course:

Agile Business Suite Runtime J2EE® Environment (Release 1.2)

Agile Business Suite Developer (Release 1.2)

Key Topics:

Introduction to Runtime

Configuring Runtime

Generating a system

Administering Runtime

Runtime transfer

Managing reports

Managing the database

Runtime security

AB Suite Licenses						
Description	Style Name	One Time License Fee	First 12 Month Price	Second 12 Month Price	Third 12 Month Price	Total 36 Month Price
Update: EA to ABS Developer w/ VS.NET	ABD321-VSN	No Charge Upgrade	\$0	\$0	\$0	\$0
Update: EA to ABS Developer w/ VS.NET	ABD321-VSN	No Charge Upgrade	\$0	\$0	\$0	\$0
J2EE Runtime 4-Proc Unlimited User	ABR40-JEE	\$62,750	\$62,750	\$0	\$0	\$62,750
Summary:		\$62,750	\$62,750	\$0	\$0	\$62,750
AB Suite Support						
Description	AB Suite Support Style Name	Monthly 7x24 Maintenance	First 12 Month Price	Second 12 Month Price	Third 12 Month Price	Total 36 Month Price
Update: EA to ABS Developer w/ VS.NET	ABD321-VSN	\$162	\$1,944	\$2,041	\$2,143	\$6,128
Update: EA to ABS Developer w/ VS.NET	ABD321-VSN	\$162	\$1,944	\$2,041	\$2,143	\$6,128
J2EE Runtime 4-Proc Unlimited User	ABR40-JEE	\$1,091	\$13,092	\$13,747	\$14,434	\$41,373
Summary:		\$1,415	\$16,980	\$17,829	\$18,720	\$53,929
AB Suite Software Subscriptions						
Description	Style	Annual Fee	First 12 Month Price	Second 12 Month Price	Third 12 Month Price	Total 36 Month Price
AB Suite Developer w/VS.NET	ABD100-VSN	\$875	\$875	\$919	\$965	\$2,759
AB Suite Developer w/VS.NET	ABD100-VSN	\$875	\$875	\$919	\$965	\$2,759
J2EE Runtime 4-Proc Unlimited User	ABR40-SUJ	\$4,390	\$4,390	\$4,610	\$4,840	\$13,840
Summary:		\$6,140	\$6,140	\$6,447	\$6,769	\$19,396
Recommended AB Suite Basic Training						
Description	Style Name	Course Price	First 12 Month Price	Second 12 Month Price	Third 12 Month Price	Total 36 Month Price
Getting Started - AB Suite Developer	CES8014	\$2,495	\$2,495	\$0	\$0	\$2,495
AB Suite Runtime for J2EE Admin	CES8018	\$400	\$400	\$0	\$0	\$400
Summary:		\$2,895	\$2,895	\$0	\$0	\$2,895
Summary for Licenses, Support, Subscriptions and Training:		\$73,200	\$88,765	\$24,276	\$25,490	\$138,531

December 27, 2007

Mr. Gordon Mayes
Department of Information Technology
714 S. Harrison Road
East Lansing, MI 48823

Dear Gordon:

Thank you for the opportunity to offer this proposal for Unisys Agile Business Suite (AB Suite) software and related training, consulting and support. As discussed, AB Suite is the evolutionary product to the Enterprise Application Environment that has been used by the Michigan State Police for many years.

This proposal includes:

1. AB Suite developer and runtime software licenses. The developer licenses are a no charge upgrade based upon your current licenses for EAE developer. The Runtime license is for an unlimited number of users on a single, four-processor server running in a J2EE environment.
2. Software support for the AB Suite Software.
3. Software Subscriptions providing entitlement to future AB Suite software upgrades.
4. Basic self-study courses for AB Suite Developer and J2EE Runtime administration.

In addition to the training courses offered, it is anticipated that consulting services by a Unisys-trained AB Suite consultant will be needed during the application migration process. Unisys can provide this consulting service at a rate of \$255 per hour. The hourly rate includes travel expenses, for a minimum block of time of 40 hours (5 days) at a time.

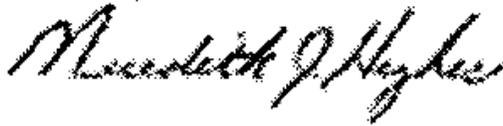
Acceptance of this proposal will in no way impact the continued use of EAE on the ClearPath Libra S95 used to support State Police applications.

This preliminary proposal is valid for 60 days and is submitted for your consideration under the terms and conditions of contract 071B5000692. The order (including the terms of this proposal), when approved by Unisys, shall constitute the only legally binding commitment of the parties.

In order to clarify the standard terms and conditions regarding invoicing as stated in contract 071B5000692, Unisys requests the right to invoice the State upon shipment of products as is stated in Rider A (Unisys Consolidated Agreement) of this contract. Software licenses, subscriptions and support will commence upon shipment. This in no way will modify the State's contractual terms regarding payment terms as stated in contract 071B5000692.

Thank you for your consideration of this proposal. If you have any questions, please ask.

Sincerely,

A handwritten signature in black ink, appearing to read "Meredith J. Hughes". The signature is written in a cursive, flowing style.

Meredith J. Hughes
Account Executive

Enclosure Cost Model
 Training Course Descriptions

Cc Carol Steele-Sherman, Barb Suska, Rich Stoddard

Product and Services for the Data Center Operations (DCO)

Richard C. Peterson
Account Executive
North America Major Accounts – State of Michigan

Unisys Corporation
2290 Science Parkway
Okemos, MI 48864

Voice 517 579 301
Fax 215 542 521
Richard.Peterson@Unisys.co



December 13, 2007

Ms. Sara Kanya, Manager
Enterprise Platform Services
Data Center Operations
Department of Information Technology
515 Westshire Drive
Lansing, MI 48913

Dear Sara:

Thank you for the opportunity to offer this proposal for upgrading the performance level of the CS7822 "ASSIST" platform to accommodate the additional system workload imposed by Bridges testing.

The proposal offers a system performance level upgrade from 425 to 450 MIPS starting February 15, 2008 and continuing through April 21, 2009 for both the Integrated Operating Environment and the Image Enabler license. Pricing is as follows:

Style	Description	Price	Monthly Support Adjustment
CSS78029-18	IOE at 450 MIPS	\$261,254	\$2036.26
CSL2025-018	Image Enabler – 450 MIPS	\$97,132	(\$728.44)
Summary:		\$358,386	\$1307.82

Without conducting a system performance study, it is not possible to determine if the addition of 25 MIPS will eliminate the system performance issues currently being experienced.

This proposal and pricing is valid for 90 days. After 90 days, a new proposal may be necessary. In order to clarify the standard terms and conditions regarding invoicing as stated in contract 071B5000692, Unisys requests the right to invoice the State upon shipment as is stated in the Unisys Consolidated Agreement incorporated in this contract. Also, the State's acceptance will be based upon successful completion of the 30-consecutive-day Phase II PARE that begins on the software installation date as specified in section 5.B. and 5.C. of contract 071B5000692 Rider A. The Phase I PARE is not applicable to the order. All software licenses incorporated in this proposal begin upon shipment. These clarifications will in no way modify the State's contractual terms regarding payment terms as stated in contract 071B5000692.

This preliminary proposal is submitted for your consideration under the terms and conditions of contract 071B5000692. The order, when approved by Unisys, shall constitute the only legally binding commitment of the parties.

Thank you for your consideration of this proposal. If you have any questions, please ask. I will give any inquiry my immediate attention.

Sincerely,

Richard C. Peterson
Account Executive

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

October 2, 2007

**CHANGE NOTICE NO. 43
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (517) 579-3000
	VENDOR NUMBER
Richard.Peterson@unisys.com	BUYER (517) 241-3215 Steve Motz
Contract Administrator Patty Bogard Unisys Mainframe Hardware/Software - Department of Management & Budget Michigan Information Processing Center (MIPC)	
CONTRACT PERIOD From: May 8, 1995 To: December 31, 2011	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately the services described in the attached shall be included at the hourly rates described herein. All other terms, conditions, specifications and pricing remain unchanged.

John Grundtner	Project Management Services	\$110/hour
Donald Hertzske	Project Management Services	\$110/hour

AUTHORITY/REASON (S):

Per DIT request and email dated 9/27/2007 from Carol Sherman and letters from Unisys dated 7/23/07 from John Botnen.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$93,232,812.18

GLOBAL INFRASTRUCTURE SERVICES
DESIGN / BUILD / RELOCATE
UNISYS DIRECT

REGIONAL SALES OFFICE
3199 PILOT KNOB ROAD - MS F2M05
EAGAN, MINNESOTA 55121-1328

PHONE: 651 687 2207
FAX: 651-687-3299
john.botnen@unisys.com



July 23, 2007

State Of Michigan
Carol Steele Sherman
Deputy Director
Data Center Services
Department of Information Technology
Lansing Michigan

Dear Carol,

Unisys welcomes the opportunity to provide **Project Management services** for the **Department of Information Technology**. If Unisys is selected to fulfill the above mentioned contract Unisys will make the Project Manager available on September 1st, 2007 through August 31st, 2008.

If Unisys is awarded this contract Unisys will be filling the position with **John Grundtner** of jag.ra Architectural. Johns Resume is attached. John has worked on multiple State of Michigan projects during his eighteen years with Unisys; He now is the Principle of JAG.RA, 803 Maryland Avenue, St Paul, MN 55117, Contact: John Grundtner, 651-336-9455.

PRICE PROPOSAL

Project Manager price/hour **\$ 110** X 2080 Hours = Total \$ 228,800.

The terms and conditions of the Consolidate Agreement signed between Unisys and the State of Michigan apply to this proposal.

Please contact me if you have any questions at 651-687-2207. I look forward to continuing to work with you addressing your data center requirements.

Sincerely,

John Botnen
Portfolio Sales Executive

cc: Michael Westerheim



July 23, 2007

State Of Michigan
Carol Steele Sherman
Deputy Director
Data Center Services
Department of Information Technology
Lansing Michigan

Dear Carol,

Unisys welcomes the opportunity to provide **Project Management services** for the **Department of Information Technology**. If Unisys is selected to fulfill the above mentioned contract Unisys will make the **Project Manager** available on **October 1st 2007 through September 30th, 2008**.

If Unisys is awarded this contract Unisys will be filling the position with **Donald Hertzke**. Dons' Resume is attached. Don has worked on multiple State of Michigan projects during the last two years. Don developed and implemented the new State of Michigan cabling and wiring standards for data centers and has been a key player in the data center consolidation planning effort.

PRICE PROPOSAL

Project Manager price/hour **\$ 110** X 2,080 Hours = Total \$ 228,800.

The terms and conditions of the **Consolidated Agreement** signed between Unisys and the State of Michigan apply to this proposal.

Please contact me if you have any questions at 651-687-2207. I look forward to continuing to work with you addressing your data center requirements.

Sincerely,

John Botnen
Portfolio Sales Executive

cc: Michael Westerheim

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

December 22, 2006

**CHANGE NOTICE NO. 42
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (517) 579-3000
	VENDOR NUMBER
Richard.Peterson@unisys.com	BUYER (517) 241-3215 Steve Motz
Contract Administrator Patty Bogard Unisys Mainframe Hardware/Software - Department of Management & Budget Michigan Information Processing Center (MIPC)	
CONTRACT PERIOD From: May 8, 1995 To: December 31, 2011	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

This contract change notice (cnn) revises CCN#40 removing the following language "Payment Acceptance for these products will be placed through a lease agreement. Request will be provided for approval to the State Administration Board". Please note that the contract administrator has been changed to Patty Bogard.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON (S):

Per DIT request and email dated 12/22/06 from Patty Bogard and letters from Unisys dated 10/03/06 from Richard C. Peterson.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$93,232,812.18

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

December 19, 2006

**CHANGE NOTICE NO. 41
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (517) 579-3000
	VENDOR NUMBER
Richard.Peterson@unisys.com	BUYER (517) 241-3215 Steve Motz
Contract Administrator Carol Sherman: (517) 241-4449 Unisys Mainframe Hardware/Software - Department of Management & Budget Michigan Information Processing Center (MIPC)	
CONTRACT PERIOD From: May 8, 1995 To: December 31, 2011	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered/Installed	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, this contract is hereby **EXTENDED** for 2 years through December 31, 2011 and **INCREASED** by \$539,049.99 at the rates described in the attached document.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON (S):

Additional Services are per 12/19/2006 Administrative Board.
 Extension is per 9/12/2006 Administrative Board.
 Increase is per 6/20/2006 Administrative Board.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$93,232,812.17

Unisys Corporation
2290 Science Parkway
Okemos MI 48864

Telephone
517 349 2300

UNISYS

December 5, 2006

Mr. Steve Motz, Buyer
Acquisition Services
MI Dept of Management & Budget
2nd Floor, Stevens T. Mason Bldg
530 W Allegan St
Lansing, Michigan 48909

Re: 2007 Technical Support Extension

Dear Steve:

This letter is to confirm Unisys pricing for extension of the Technical Support services for calendar year 2007. We are able to maintain the time and materials rates for the next year at the current level. The rates for our personnel break down as follows:

Gerry Branch – Senior Architect	\$153/hr
Geoff Rook – Senior Analyst	\$135/hr

Please let me know if you have any questions on this information.

Sincerely,



Jeffrey J. Arbour
Client Account Executive

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

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

December 11, 2006

**CHANGE NOTICE NO. 40
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR <p style="text-align: center;">Unisys Corporation 2290 Science Parkway Okemos, MI 48864</p> <p style="text-align: center;">Richard.Peterson@unisys.com</p>	TELEPHONE <p style="text-align: center;">(517) 579-3000</p> VENDOR NUMBER BUYER (517) 241-3215 <p style="text-align: center;">Steve Motz</p>
Contract Administrator Carol Sherman: (517) 241-4449 <p style="text-align: center;">Unisys Mainframe Hardware/Software - Department of Management & Budget Michigan Information Processing Center (MIPC)</p>	
CONTRACT PERIOD From: May 8, 1995 To: December 31, 2009	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">Delivered/Installed</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

See attached list of hardware, software and services to be added to this contract. Payment Acceptance for these products will be placed through a lease agreement. Request will be provided for approval to the State Administration Board. All other terms and conditions are to remain the same.

AUTHORITY/REASON (S):

Per DCO/DIT and State AdBoard approval

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$92,693,762.18

UNISYS Equipment Sale Schedule

Agreement Number

071B5000692

Equipment Location

DEPT OF INFO TECH-DCO 7064 Crowner Drive DCO PRODUCTION SITE DEPT OF INFO TECH-DCO DCO PRO
Dimondale, MI 48821-0000 USA

List of Products Applicable to this Agreement

Currency: USD

Item No.	Style	Description	Warranty	Qty	Unit Purchase Price	Client Installable	Installation Charge	Total purchase price
1	DMX1000-M2H	EMCDISK: DMX-2 H PERF SINGL BAY	H24	1	166,250	No		166,250
2	DMD15732-MR	EMC DISK: 73GB 15K 72.2GB MIRR	H24	32	4,100	No		131,200
3	DMD15731-RD	EMC DISK: 73GB 15K 72.2GB SRDF	H24	2	2,050	No		4,100
4	DMC2048-M5	EMCDISK:2GB M5 CACHE DIRECTOR	H24	4	29,710	No		118,840
5	DMX2-8MM	EMCDISK: DMX-2 FC DIR 8MM	H24	4	54,820	No		219,280
6	DMX1000-MUF	EMCDISK:DMX1000 SOUND MUFFLER	H24	1	1,700	No		1,700
7	DMX123-DOC	EMC DISK: DMX1000 2000 3000 DOC KIT	H24	1	0	No		0
8	DMX6-P8	EMCDISK:8 POWER MODULE	H24	3	9,600	Yes		28,800
9	DMX6-C60	EMCDISK:AC MATING CONNECTOR 60 AMP	H24	2	360	No		720
10	SYM1000-US	EMCDISK:Modem USA		1	0	No		0

DISCOUNT

756,122

Page: Install Charge	Page: Purchase Price
0	670,890
Total Install Charge	Total purchase price
860	1,426,080
Other	-756,122
Grand total	670,818
Less Down Pymt	
Total amount due	670,818

Call-Home Option Pricing - Pricing for certain Unisys servers reflect a discount for enablement of the call-home feature for warranty service. For those servers designated as being furnished with the call-home feature, Client acknowledges and agrees that failure by Client to enable the call-home feature may result in additional charges to Client.

For purposes of this Schedule:

"PPM" means 8:00 AM to 5:00 PM, Client's local time, Monday through Friday, excluding Unisys designated holidays;

"Installation Date" means (a) for equipment installed by Unisys, the date Unisys completes installation or (b) for equipment installed by Client, the tenth day following shipment to Client, and

"Support Center Services" is assistance provided by electronic or voice communication during the PPM on operating the Equipment, identifying errors or malfunctions and advising on known detours, and determining the need for on-call remedial service. During non-PPM hours, it will consist of expediting response to network down and system emergencies. Some non Unisys products are not included in this service.

Service Warranty

Unisys provides a Service Warranty for equipment designated A, B, C, D, H or P in the Warranty column. Support Center Services are included in the Service Warranty for the Client Installable equipment for ninety (90) days from the Installation Date. The Service Warranty also includes Mail-In Service, Equipment On-Call Remedial Maintenance or parts exchange according to the following descriptions:

- a) For equipment designated "A" that is within 50 miles (80 kilometers in Canada) of the center of a Unisys Primary Service City, Unisys will make every reasonable effort to respond to requests for on-site service within four (4) hours provided the request is received no later than four (4) hours prior to the end of the PPM (4 hour response).
- b) For equipment designated "A" that is more than 50 miles (80 kilometers in Canada) from the center of the nearest Unisys Primary Service City and for equipment designated "B", Unisys will make every reasonable effort to respond to requests for on-site service received during a PPM no later than the next PPM (Next Business Day Service).
- c) For equipment designated "C", Unisys will make every reasonable effort to respond to on-site service requests two (2) business days from the call placement during the PPM (Second Day Service).
- d) For equipment designated "D", each unit shipped or brought to the Unisys designated location at Client expense and risk will be repaired or exchanged by Unisys within seven (7) business days after receipt (Mail-In Service).
- e) For equipment designated "H" that is within 50 miles (80 kilometers in Canada) of the center of a Unisys Primary Service City, Unisys will make every reasonable effort to respond to requests for on-site service within four (4) hours. For equipment designated "H" that is more than 50 miles (80 kilometers in Canada) from the center of the nearest Unisys Primary Service City, Unisys will make every reasonable effort to respond to requests for on-site service received during a PPM no later than the next PPM (Next Business Day Service).
- f) For equipment designated "P", Unisys will provide, on an exchange basis, replacements for defective parts provided that Client complies with Unisys or Unisys supplier's then current exchange policies and instructions for obtaining and installing replacement parts and returning failed parts.

The number immediately following the A, B, C, D, H or P designation identifies the number of months, following the Installation Date, that the Service Warranty will be performed.

UNISYS Equipment Sale Schedule

Agreement Number

071B5000692

List of Products Applicable to this Agreement

Currency: USD

Item No.	Style	Description	Warranty	Qty	Unit Purchase Price	Client Installable	Installation Charge	Total purchase price
11	DMD15732-MR	EMC DISK: 73GB 15K 72.2GB MIRR	H24	1	4,100	No		4,100
12	DMX1000-M2H	EMCDISK: DMX-2 H PERF SINGL BAY	H24	1	166,250	No		166,250
13	DMD15732-MR	EMC DISK: 73GB 15K 72.2GB MIRR	H24	32	4,100	No		131,200
14	DMD15731-RD	EMC DISK: 73GB 15K 72.2GB SRDF	H24	2	2,050	No		4,100
15	DMC2048-M5	EMCDISK:2GB M5 CACHE DIRECTOR	H24	4	29,710	No		118,840
16	DMX2-8MM	EMCDISK: DMX-2 FC DIR 8MM	H24	4	54,820	No		219,280
17	DMX1000-MUF	EMCDISK:DMX1000 SOUND MUFFLER	H24	1	1,700	No		1,700
18	DMX123-DOC	EMC DISK: DMX1000 2000 3000 DOC KIT	H24	1	0	No		0
19	DMX6-P8	EMCDISK:8 POWER MODULE	H24	3	9,600	Yes		28,800
20	DMX6-C60	EMCDISK:AC MATING CONNECTOR 60 AMP	H24	2	360	No		720
21	SYM1000-US	EMCDISK:Modem USA		1	0	No		0
22	FCA662-SW	COMM HW:HGH PERF FIBRE CHNL,SHORTWA	A12	4	18,000	No	860	72,000
23	DMD15732-MR	EMC DISK: 73GB 15K 72.2GB MIRR	H24	2	4,100	No		8,200

Page: Install Charge

860

Page: Purchase Price

755,190

UNISYS Software License Schedule

Agreement Number

071B5000692

Equipment Location

PRODUCTION SITE
Dimondale, MI 48821-0000 USA

List of Products Applicable to this Agreement

Currency: USD

Item No.	Style	Description	Qty	Warranty	License Plan	License Charge	Initial License Charge	Installation Charge
1	OIC1-KIT	EMCSW:CC5.1 OPN INTG CMPNTS KIT	1	U	OTC	0		
2	MGR1-LIC	EMC SW: SYMM MGR BASE LICENSE	1	W	OTC	13,770		
3	MGR1-C1	EMC SW: SYMM MGR 1TB (0-14TB)	5	W	OTC	12,150		
4	SRD14-LIC	EMC SW: SRDF-S BASE LICENSE	1	W	OTC	32,940		
5	SRD14-C1	EMC SW: SRDF-S 1TB (0-14TB)	5	W	OTC	34,750		
		Software Credit				-26,211		
		SRDF & Control Center Credit						
6	OIC1-KIT	EMCSW:CC5.1 OPN INTG CMPNTS KIT	1	U	OTC	0		
7	MGR1-LIC	EMC SW: SYMM MGR BASE LICENSE	1	W	OTC	13,770		
8	MGR1-C1	EMC SW: SYMM MGR 1TB (0-14TB)	5	W	OTC	12,150		
9	SRD14-LIC	EMC SW: SRDF-S BASE LICENSE	1	W	OTC	32,940		
10	SRD14-C1	EMC SW: SRDF-S 1TB (0-14TB)	5	W	OTC	34,750		
						Page: Purchase Price		Page: Install Charge
						161,009		0
						Total purchase price		Total Install Charge
						134,798		0
						Grand total		134,798

License Plan

- The initial license term (and the corresponding changes for licenses) begin upon the license commencement date, if any, specified in the Software License Schedule or, if no date is specified, upon Unisys shipment or Client's download of the Software or Software key. Temporary backup use of Software may require Client to purchase additional enabled performance for the backup SPU.
- Licenses of Software for which Unisys charges either an **Annual License Charge (ALC)** or a **Monthly License Charge (MLC)** will continue on a month-to-month basis and the ALC will renew annually until the license is terminated or canceled in accordance with the Termination and Cancellation section of this Agreement.
- For certain licenses, Unisys may charge an **Initial License Charge** which will include the first monthly or annual charge.
- Extended Term Plan (ETP):** Licenses of Software for which Unisys charges a single fee may have a 12 to 84 month extended term. Upon expiration of the extended term, the license will be automatically continued on a month-to-month basis for a Monthly License Charge, unless terminated in accordance with the Termination and Cancellation section of this Agreement, or Client may pay another ETP fee for an additional extended term, if available.
- One Time Charge (OTC):** Client may use the Software for so long as Client continues to use the Software on the equipment, including SPU(s), for which it was licensed in accordance with the Agreement.
- Software that has no license charge listed on this Schedule will have a license term that is coterminous with Client's possession and use of the equipment on which the Software was installed.

Software designated **Subscription ("SUBSCRN")** entitles Client to receive functional update releases for the Software during the subscription term, provided Client has a current license and the latest applicable Maintenance Releases for the Software. Software designated **License Only ("LO")** is provided without media or documentation; Client may make (a) one copy of the item for each LO license granted by Unisys, and (b) one copy for backup purposes, with each copy retaining all original notices and legends. Software designated **Driver** is for use solely with the device models specified in the driver's then-current published specification; a separate license is required for each individual addressable device.

UNISYS Software License Schedule

Agreement Number:

071B5000692

List of Products Applicable to this Agreement

Currency: USD

Item	Style	Description	Qty	Warranty	License Plan	License Charge	Initial License Charge	Installation
		SRDF & Control Center Credit				-26,211		
						Page: Purchase Price	Page: Install Charge	
						-26,211	0	



Information Services Schedule

Agreement Number
071B5000692

Periodic Basis						Currency: : USD
Item No.	Type of Service	No. of Personnel	Hourly Charge	Period	Total Hours	Total Periodic Charge

Fixed Charges			Currency: : USD
Item No.	Type of Service	Description	Fixed Charge
1	EMC-IMP	EMC Migration Services	77,650
2	S&T-IMP	S&T ODB services	10,400
3	GOIS-IMP	GOIS DMX Migration Serv	16,540
4	S&T-PM	S&T Project Mgnt Service	10,250
Information Services may also be called Professional Services or System Services. Client will be invoiced for travel and lodging and premium service charges in addition to those set forth above, as applicable.			Page Subtotal - Fixed 114,840
			Grand Total - Fixed 114,840



Support Services Schedule

Agreement Number

071B5000692

Equipment Location	Bill To Location	Service Level
DEPT OF INFO TECH-DCO	DEPT OF INFO TECH - DCO	(1) Mail In
DCO PRODUCTION SITE	TECH - DCO	(2) Advanced Exchange
Dimondale, MI 48821-0000 USA	Lansing, MI 48913-0001 USA	(3) Standard NBD
		(4) Standard 4HR
		(5) Business Critical 4HR
		(6) Business Critical 2HR

Contact / Telephone Number	Contact / Telephone Number
JOE CARTER / 5173225491	JENNIFER RYAN / 5173731004

Email Address	Email Address

Initial Term	Coterminous Ending	Annual rate increase cap
5 Years		5%

Billing Period	Commencement Date
Annual	Successfully PARE start date.

List of Products Applicable to this Agreement Currency: USD

Level	Style	Description	Qty	Monthly Service Warranty Upgrade		Monthly Support Services		
				Period	Unit Charge	Total Charge	Unit Charge	Total Charge
6	DMX1000-M2H	EMCDISK: DMX-2 H PERF SINGL BAY	1	24	291.00	291.00	1,261.00	1,261.00
6	DMD15732-MR	EMC DISK: 73GB 15K 72.2GB MIRR	32	24	8.00	256.00	34.00	1,088.00
6	DMD15731-RD	EMC DISK: 73GB 15K 72.2GB SRDF	2	24	4.00	8.00	17.00	34.00
6	DMC2048-M5	EMCDISK:2GB M5 CACHE DIRECTOR	4	24	52.00	208.00	225.00	900.00
6	DMX2-8MM	EMCDISK: DMX-2 FC DIR 8MM	4	24	96.00	384.00	416.00	1,664.00
6	DMX1000-MUF	EMCDISK:DMX1000 SOUND MUFFLER	1	24	Incl	Incl	Incl	Incl
6	DMX123-DOC	EMC DISK: DMX1000 2000 3000 DOC KIT	1	24	Incl	Incl	Incl	Incl
6	DMX6-P8	EMCDISK:8 POWER MODULE	3	24	17.00	51.00	73.00	219.00
6	DMX6-C60	EMCDISK:AC MATING CONNECTOR 60 AMP	2	24	1.00	2.00	3.00	6.00
6	DMD15732-MR	EMC DISK: 73GB 15K 72.2GB MIRR	1	24	8.00	8.00	34.00	34.00
6	MGR1-LIC	EMC SW: SYMM MGR BASE LICENSE	1	0			224.00	224.00
6	MGR1-C1	EMC SW: SYMM MGR 1TB (0-14TB)	5	0			39.00	195.00
6	SRD14-LIC	EMC SW: SRDF-S BASE LICENSE	1	0			536.00	536.00
6	SRD14-C1	EMC SW: SRDF-S 1TB (0-14TB)	5	0			113.00	565.00
6	DMX1000-M2H	EMCDISK: DMX-2 H PERF SINGL BAY	1	24	291.00	291.00	1,261.00	1,261.00
6	DMD15732-MR	EMC DISK: 73GB 15K 72.2GB MIRR	32	24	8.00	256.00	34.00	1,088.00
6	DMD15731-RD	EMC DISK: 73GB 15K 72.2GB SRDF	2	24	4.00	8.00	17.00	34.00
6	DMC2048-M5	EMCDISK:2GB M5 CACHE DIRECTOR	4	24	52.00	208.00	225.00	900.00
6	DMX2-8MM	EMCDISK: DMX-2 FC DIR 8MM	4	24	96.00	384.00	416.00	1,664.00
6	DMX1000-MUF	EMCDISK:DMX1000 SOUND MUFFLER	1	24	Incl	Incl	Incl	Incl
6	DMX123-DOC	EMC DISK: DMX1000 2000 3000 DOC KIT	1	24	Incl	Incl	Incl	Incl
6	DMX6-P8	EMCDISK:8 POWER MODULE	3	24	17.00	51.00	73.00	219.00
6	DMX6-C60	EMCDISK:AC MATING CONNECTOR 60 AMP	2	24	1.00	2.00	3.00	6.00

Charges

If Client is ordering Support Services for equipment which has a Monthly Service Warranty Upgrade Period ("Period"), the following applies. This Period is the number of months, if any, indicated for each item of equipment commencing on the item's Installation Date. During any portion of this Period in which the ordered Support Services are in effect for the equipment, the then-applicable Monthly Service Warranty Upgrade charge will apply instead of the Monthly Support Services charge.

Page: Upgrade Charges	Page: Monthly Charges
2,408.00	11,898.00
Total Upgrade Charges	Total Monthly Charges
2,548.00	13,970.00
Other	Other
Upgrade Grand Total	Grand total
2,548.00	13,970.00



Support Services Schedule

Agreement Number

071B5000692

List of Products Applicable to this Agreement

Currency: USD

Level	Style	Description	Qty	Monthly Service Warranty Upgrade			Monthly Support Services		
				Period	Unit Charge	Total Charge	Unit Charge	Total Charge	
6	FCA662-SW	COMM HW:HGH PERF FIBRE	4	12	31.00	124.00	121.00	484.00	
6	DMD15732-MR	EMC DISK: 73GB 15K 72.2GB MIRR	2	24	8.00	16.00	34.00	68.00	
6	MGR1-LIC	EMC SW: SYMM MGR BASE LICENSE	1	0			224.00	224.00	
6	MGR1-C1	EMC SW: SYMM MGR 1TB (0-14TB)	5	0			39.00	195.00	
6	SRD14-LIC	EMC SW: SRDF-S BASE LICENSE	1	0			536.00	536.00	
6	SRD14-C1	EMC SW: SRDF-S 1TB (0-14TB)	5	0			113.00	565.00	
6	EMC-IMP	EMC Migration Services	1	0			Incl	Incl	
6	S&T-IMP	S&T ODB services	1	0			Incl	Incl	
6	GOIS-IMP	GOIS DMX Migration Serv	1	0			Incl	Incl	
6	S&T-PM	S&T Project Mgmt Service	1	0			Incl	Incl	
						Page: Upgrade Charges		Page: Monthly Charges	
						140.00		2,072.00	

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

September 15, 2006

**CHANGE NOTICE NO. 39
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864 Richard.Peterson@unisys.com	TELEPHONE (517) 579-3000
	VENDOR NUMBER
	BUYER (517) 241-3215 Steve Motz
Contract Administrator Carol Sherman: (517) 241-4449 Unisys Mainframe Hardware/Software - Department of Management & Budget Michigan Information Processing Center (MIPC)	
CONTRACT PERIOD From: May 8, 1995 To: December 31, 2009	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered/Installed	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, this contract is extended through December 31, 2009 and increased by \$524,658.18 per the items below.

1. Cold MAIN Server - \$89,754.79
2. MSP LINC Software and Terminal Hardware - \$69,600.39
3. OpCon/XPS Scheduling Software - \$365,303.00

**A cost summary is attached herewith. Buyer is changed to Steve Motz.
 All other terms, conditions, specifications and pricing remain unchanged.**

AUTHORITY/REASON (S):

Per DCO/DIT and Unisys

INCREASE: \$524,658.18

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$92,693,762.18

1. Cold MAIN Server \$89,754.79, 5 Years Maintenance (FY 2007 – FY 2011)

This addition will consolidate Unisys 071B3001344 with this contract.

VENDOR QUOTE BELOW:
SUMMARY

Category	Aug 2006 through July 2007	Estimated Aug 2007 through July 2008	Estimated Aug 2008 through July 2009	Estimated Aug 2009 through July 2010	Estimated Aug 2010 through July 2011
Coinserv Server (see detail page)	Prepaid	Prepaid	\$264.60	\$277.83	\$291.72
C1111M HP Jukebox (Serial Number 8BB00145; Style GCS2388-H07; 5X9 NBD)	\$6,662.16	\$6,995.27	\$7,345.03	\$7,712.28	\$8,097.90
Radiant BDS for Windows; includes Archive for Windows, Desktop Java, Designer, Transform Manager, Report Manager and Web Java for 10 concurrent users	\$4,830.00	\$5,071.00	\$5,325.00	\$5,591.00	\$5,871.00
OTG DiskXtender (Level J) Software	\$4,600.00	\$4,830.00	\$5,072.00	\$5,326.00	\$5,592.00
Total	\$16,092.16	\$16,896.27	\$18,006.63	\$18,907.11	\$19,852.62

SUMMARY

Server Installed in	August 2005				Aug 2006 through July 2007	Aug 2007 through July 2008	Estimated Aug 2008 through July 2009	Estimated Aug 2009 through July 2010	Estimated Aug 2010 through July 2011
Style	Description	Serial	Warranty Period	Warranty Prepay					
ES 312002-306	ES3120 Dual Proc XEON (5U) Rackmount	5Q70Z71	36 Months	\$432.00	Prepaid	Prepaid	\$264.60	\$277.83	\$291.72
Includes the following styles:			(\$12/Month Uplift)						
ES 312002-306	SVR:ES3120 3.0 GHZ				Included	Included	Included	Included	Included
ES 3120-PRL	CBL:ES3120 PARL PRNT				Included	Included	Included	Included	Included
ES 3120-RCK	ACC:ES3120 RACK KIT				Included	Included	Included	Included	Included
ES 3120-RPS	ACC:Redundant Power Sup				Included	Included	Included	Included	Included
ES3120108-DOC	ACC:BKPLN 1X8 DOC				Included	Included	Included	Included	Included
CBL 312002-FLC	CBL:3120 CD FLEX				Included	Included	Included	Included	Included
CPU3120302-2MB	ACC:ES3120 3.0G 2MB				Included	Included	Included	Included	Included
CSD 2000-W2K	TRG:NO LOAD O/S				No coverage	No coverage	No coverage	No coverage	No coverage
DIM3120041-2GB	MEM:2GB 4X512MB				Included	Included	Included	Included	Included
DVW 300002- RX	CDR:DVD/CDR-W W/ ROXIO				Included	Included	Included	Included	Included
ESM 5000-FP1	DISK:ESM5K BLNK DSKCR Q1				Included	Included	Included	Included	Included
ESM 5000-FP1	DISK:ESM5K BLNK DSKCR Q1				Included	Included	Included	Included	Included
ESM 5000-FP1	DISK:ESM5K BLNK DSKCR Q1				Included	Included	Included	Included	Included
ESM 5000-FP1	DISK:ESM5K BLNK DSKCR Q1				Included	Included	Included	Included	Included
ESM 5000-FP1	DISK:ESM5K BLNK DSKCR Q1				Included	Included	Included	Included	Included
ESM 5000-FP1	DISK:ESM5K BLNK DSKCR Q1				Included	Included	Included	Included	Included
ESM 6000- SA	DISK:ESM6K SRVR ASSIST C				Included	Included	Included	Included	Included
ETH 100053-D32	LAN HW:PRO 1K				Included	Included	Included	Included	Included
ETH 100053-D32	LAN HW:PRO 1K				Included	Included	Included	Included	Included
FCH 752313-PCX	CTRL:1 Channel Fib Ctrl.				Included	Included	Included	Included	Included
FCH 752313-PCX	CTRL:1 Channel Fib Ctrl.				Included	Included	Included	Included	Included
FDD 3040-TH3	DISK:1.44MB FLPPY ES3040				Included	Included	Included	Included	Included
HDP 73110-DC4	DISK:73GB U320 10K CAR				Included	Included	Included	Included	Included
HDP 73110-DC4	DISK:73GB U320 10K CAR				Included	Included	Included	Included	Included
PCK 999- NO	TRG:NO KEYBOARD				Included	Included	Included	Included	Included
PWA 312001-RMB	ACC: RAID ON MOT BRD				Included	Included	Included	Included	Included
PWC 999- NO	TRG:PWR CRD NOT FI				Included	Included	Included	Included	Included
PWM 999- NO	TRG:NO MOUSE				Included	Included	Included	Included	Included
RAD3120199-CIG	TRG:NOCG IN RAID MR1/N				Included	Included	Included	Included	Included
RPU 16120- DA	ACC:L520P 13C13 12C14C13				Included	Included	Included	Included	Included
SCS 1-CNV	ADPTR: LVD-HVD SCSI CNVTR				Included	Included	Included	Included	Included
SCS 391601-SCK	CTRL:64B 2CH U160 CK SH				Included	Included	Included	Included	Included
Support Coverage Provides 5X9 Next Business Response									

2. MSP LINC Software and Terminal Hardware \$69,600.39, 5 Years Software Subscription Fees, Support and Maintenance.

VENDOR QUOTE BELOW:
SUMMARY

Category	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011
Software Subscription Fees	\$3,474.00	\$3,648.00	\$3,831.00	\$4,023.00	\$4,224.00
Support and Maintenance	\$9,121.20	\$9,577.26	\$10,056.12	\$10,558.93	\$11,086.88
Fiscal Year Totals:	\$ 12,595.20	\$ 13,225.26	\$ 13,887.12	\$ 14,581.93	\$ 15,310.88
This proposal is valid for 60 days. After 60 days, a new proposal may be necessary.					

Description	Style	Billing Frequency	Oct. 1, 2005 - Sept. 30, 2006 Amount	Anticipated Oct. 1, 2006 - Sept. 30, 2007 Amount	Anticipated Oct. 1, 2007 - Sept. 30, 2008 Amount	Anticipated Oct. 1, 2008 - Sept. 30, 2009 Amount	Anticipated Oct. 1, 2009 - Sept. 30, 2010 Amount	Anticipated Oct. 1, 2010 - Sept. 30, 2011 Amount
EA Builder Subscription	EAB100-ENT	Annually	\$368	\$386	\$405	\$425	\$446	\$468
EA Test Subscription	EAT100-1M	Annually	\$735	\$772	\$811	\$852	\$895	\$940
EA Development Subscription Concurrent Developer	EDV100-CDS	Annually	\$1,103	\$1,158	\$1,216	\$1,277	\$1,341	\$1,408
EA Development Subscription Named Developer	EDV100-NDS	Annually	\$1,103	\$1,158	\$1,216	\$1,277	\$1,341	\$1,408
Summary:			\$3,309	\$3,474	\$3,648	\$3,831	\$4,023	\$4,224

Style Type	Style Name	Description	Serial Number	Mthly Maint cost, Oct 1 2006 to Sep 30, 2007	Anticipated Oct. 1, 2006 - Sept. 30, 2007 Amount	Anticipated Oct. 1, 2007 - Sept. 30, 2008 Amount	Anticipated Oct. 1, 2008 - Sept. 30, 2009 Amount	Anticipated Oct. 1, 2009 - Sept. 30, 2010 Amount	Anticipated Oct. 1, 2010 - Sept. 30, 2011 Amount
SOFTWARE	LDV 999- CD	LINC:DEV-1 CONCURRNT USR	1028654056	\$189.00	\$2,268.00	\$2,381.40	\$2,500.47	\$2,625.49	\$2,756.77
SOFTWARE	A 8101-SL1	DRIVER:SCSI SE DISK	1023110929	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOFTWARE	A 8101-SL1	DRIVER:SCSI SE DISK	1023110930	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HARDWARE	EVG 142-COL	DISPLAY:14 COLOR	492196514	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HARDWARE	UT 200- 2	UT200-2 TERMINALS WHITE PHOS	TP8422	\$20.55	\$246.60	\$258.93	\$271.88	\$285.47	\$299.74
HARDWARE	UT 200- 2	UT200-2 TERMINALS WHITE PHOS	TP8423	\$20.55	\$246.60	\$258.93	\$271.88	\$285.47	\$299.74
SOFTWARE	EDV 999- ND	EA DEV Named User	1029640872	\$165.00	\$1,980.00	\$2,079.00	\$2,182.95	\$2,292.10	\$2,406.70
SOFTWARE	EAB 999-NXN	EA BUILDER for NX w/NT	1029641980	\$118.00	\$1,416.00	\$1,486.80	\$1,561.14	\$1,639.20	\$1,721.16
SOFTWARE	EAT 999- 1M	EA TST MCP 1st User	1029641979	\$240.00	\$2,880.00	\$3,024.00	\$3,175.20	\$3,333.96	\$3,500.66
SOFTWARE	EDV 301-CBT	EA DEV GET STRT CBT	1029640873	\$7.00	\$84.00	\$88.20	\$92.61	\$97.24	\$102.10
Summary:				\$760.10	\$9,121.20	\$9,577.26	\$10,056.12	\$10,558.93	\$11,086.88

3. OpCon/XPS Scheduling Software , \$365,303.00

VENDOR QUOTE BELOW:

Style	Description	Qty	Unit Price	Extended Price
SMA10001-OCD	OpCon/xps Starter Kit - Includes:	To Be Acquired by Bridges Project		
	<i>1 - Schedule Activity Monitor (SAM)</i>			
	<i>4 - User Interfaces (UI)</i>			
SMA 101-080	UNISYS LSAM CS7822 SW GRP 80 <i>License valid through April 2008</i>	1	\$63,500	\$63,500
Software Total				\$63,500
SMA1003-SUP	Annual support - OpCon/xps prepaid through 4/2008 7x24 Support is received directly from Systems and Management Associates	1	\$29,509	\$29,509
Software and Annual Support Summary				\$93,009
SMA1001-SER	Installation/Service/Training (5 days onsite)	5	\$2,000	\$10,000
SMA1000-CNV	Conversion Services SCHEDULER to OpCon/xps	1	\$16,000	\$16,000
Licensing, Support and Installation Total				\$119,009
Special Concession for SMA101-080		1	(\$44,450)	(\$44,450)
Special Concession for SMA1000-CNV		1	(\$8,000)	(\$8,000)
Net Licensing, Support and Installation Total (PO After June 22, 2006)				\$66,559
Note: The above listed "Special Concessions" are valid only if the State implements OpCon/xps as the scheduling package for the Bridges project.				
Incentive for PO Issuance On or Before June 22, 2006		1	(\$6,600)	(\$6,600)
Net Licensing, Support and Installation Total (PO On or Before June 22, 2006)				\$59,959
Note: The above listed "Incentive for PO Issuance On or Before June 22, 2006" is only valid if the State issues a PO to Unisys for the CS7822 platform software and services and for Bridges Phases 1 - 2 (inclusive) software and services on or before June 2				

Style	Description	Qty	Unit Price	Extended Price
SMA10006-TST	OpCon/xps Starter Kit - Includes:	1	\$10,600	\$10,600
	1 - Schedule Activity Monitor (SAM)			
	1 - User Interfaces (U/I)			
	1 - MS LSAM for DoBatch			
SMA105-UIT	UNIX LSAM (1-4 Processor)	2	\$2,650	\$5,300
Software Total				\$15,900
SMA1004-PAS	OpCon/xps prepaid Maintenance for four years from PO issuance 7x24 Support is received directly from Systems and Management Associates	1	\$12,832	\$12,832
Software and Annual Support Summary				\$28,732
SMA1001-SER	Optional Installation/Service/Training (15 days onsite) Daily rate (\$2500) includes all expenses for one Unisys Team member with a minimum trip duration of 3 days to the Lansing area.	15	\$2,500	\$37,500
Licensing, Support and Installation Total				\$66,232

Style	Description	Qty	Unit Price	Extended Price
SMA10001-OCD	OpCon/xps Starter Kit - Includes:	1	\$35,300	\$35,300
	1 - Schedule Activity Monitor (SAM)			
	4 - User Interfaces (U/I)			
SMA105-U3T	UNIX LSAM Sun w/ One T2000 multi-core processor	3	\$8,825	\$26,475
Software Total				\$61,775
SMA1004-PAS	OpCon/xps prepaid Maintenance for four years from PO issuance 7x24 Support is received directly from Systems and Management Associates	1	\$49,853	\$49,853
Software and Annual Support Summary				\$111,628

Style	Description	Qty	Unit Price	Extended Price
SMA10003-FAL	Failover copy of OpCon/xps (Optional)	1	\$17,600	\$17,600
	<i>1 - Schedule Activity Monitor (SAM)</i>			
	<i>4 - User Interfaces (U/I)</i>			
SMA105-UX3	UNIX LSAM Sun w/ One T2000 multi-core processor	3	\$17,650	\$52,950
Software Total				\$70,550
SMA1004-PAS	OpCon/xps prepaid Maintenance for four years from PO issuance 7x24 Support is received directly from Systems and Management Associates	1	\$56,934	\$56,934
Software and Annual Support Summary				\$127,484

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

January 22, 2004

**CHANGE NOTICE NO. 38
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864 Richard.Peterson@unisys.com	TELEPHONE (517) 349-2300 VENDOR NUMBER BUYER (517) 373-2049 Andy Ghosh
Contract Administrator Robert Padgett (517) 241-0257 Unisys Mainframe Hardware/Software - Department of Management & Budget Michigan Information Processing Center (MIPC)	
CONTRACT PERIOD From: May 8, 1995 To: December 31, 2008	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered/Installed	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, \$528,885.00 is added to this contract. A cost summary is attached herewith. All other terms and conditions remain unchanged.

AUTHORITY/REASON (S):

Per DCO/DIT and Unisys

INCREASE: \$528,885.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$92,169,104.00

unisys

May 5, 2003

Mr. Jim Bowen

Engineering

Telecommunications & Network Management

Department of Information Technology

Lansing, MI 48913

Dear Jim:

Thank you for the opportunity to offer this proposal for INRANGE Technologies Corporation Spectrum 2000 dense wavelength division multiplexers (DWDM) to replace one current OM9000 DWDM link.

The current OM9000 DWDMs were acquired by the State in December 1999 to provide a high-speed data path over the dark fiber installed between the two MIPC facilities. The initial use allowed MIPC to backup data files to remote tape drives. Since that time, the use of the links has expanded to include automated data file mirroring using EMC SRDF for MIPC's mainframe and SAN environments. This expanded use has all but used the capacity of the OM9000 units (one interface slot remains open in one of the two links).

Compounding the capacity issue is the fact that the OM9000 is now out of production and maintenance/replacement parts are becoming increasingly scarce. At the present time, Unisys continues to offer maintenance service for the OM9000 and anticipates being able to do so until May 2005. However, restore times for failed equipment may increase in the future.

A major advantage of the Spectrum 2000 over the OM9000 is the fact that each system can accommodate 32 interface card slots. This is twice the 16-slot capacity of the OM9000 without using any additional fiber. While the Spectrum 2000 chassis can accommodate 32 interface slots per system, the two systems in this proposal have been configured to be direct replacements for the installed link 1 OM9000 units and are configured with 16 slots each.

Installation of the systems in the State's facilities will require only replacement of the link 1 cables running from the existing patch panel to the new chassis. These patch cables are included in this proposal.

By replacing a single OM9000 link, the State can have on-site spares for the link 2 OM9000 systems or can provide additional expansion ports as they are needed. Note: Provisioning additional links through the current link 1 Om9000 system swill require expansion of the acquired Spectrum 2000 chassis to provide redundant interfaces.

This proposal offers the State the opportunity to replace a single OM9000 link and also offers two options for support of the acquired Spectrum 2000 systems. The two support options are described and priced on the Attachment titled "*Spectrum 2000 Support Options*".

With the acquisition of the Spectrum 2000 systems for link 1, the State may decide to move to a time and materials support structure for the OM9000 systems similar to that being considered for the Spectrum 2000 systems. The OM9000 systems have proved to be an extremely stable platform over the past several years. This fact coupled with the availability of Sate-owned on-site spares makes this a very attractive option. Details of the OM9000 time and material support option are shown on the attachment titled "*OM9000 Support Option*".

If the time and materials support option is elected for the OM9000 systems, the current annual \$174,525 maintenance charges could be used to finance the acquisition costs of the Spectrum 2000 link. This

January 6, 2003

Page 2

maintenance savings will cover the acquisition and installation costs of the Spectrum 2000 link in less than three years – the normal State amortization schedule for this type equipment.

In light of the State's current budget situation, I am pleased to be able to offer the State a 5% Fiscal budget Concession to be applied against the purchase price of the Spectrum 2000 systems proposed there. This concession represents more than a \$26,000 reduction in the normal acquisition price.

In order to clarify the standard terms and conditions regarding invoicing as stated in contract 071B5000692, Unisys requests the right to invoice the State upon shipment as is stated in Rider A (Unisys Consolidated Agreement) of this contract. This in no way will modify the State's contractual terms regarding payment terms as stated in contract 071B5000692. Also, the State's acceptance will be based upon successful completion of the 30-consecutive-day Phase II PARE that begins on the equipment installation date as specified in section 5.B. and 5.C. of contract 071B5000692 Rider A. The Phase I PARE is not applicable to the order.

This preliminary proposal is valid for 120 days and is submitted for your consideration under the terms and conditions of contract 071B5000692. The order, when approved by Unisys, shall constitute the only legally binding commitment of the parties.

Thank you for your consideration of this proposal. If you have any questions, please ask.

Sincerely,

Richard C. Peterson
Account Executive

cc Chris Kar

Enclosure Spectrum 2000 Support Options
 OM9000 Support Option
 Cost Model

Spectrum 2000 Support Options

The Spectrum 2000 chassis and interface cards are covered by a **13-month, 5x9 4-hour response warranty**. This warranty coverage is reflected in the Year 1 and the Year 2 (for 13th month) pricing shown below under Option 1 for the uplift charges to 7 X 24 coverage and Unisys providing first level support. Option 2 describes the charges beyond the standard warranty for time and material support if the State elects to provide first level support after expiration of the warranty period. During the warranty period, all required replacement parts are provided at no charge. After the warranty period, replacement parts will be purchased by the State at then current prices. Unisys will coordinate all Unisys and/or INRANGE provided support both during and subsequent to the warranty period for whichever option (1 or 2) is selected.

Option 1: Spectrum 2000 Unisys Provided Support

Support Pricing	Year 1	Year 2	Year 3	Summary
Single Fiber Link	\$23,500	\$77,500	\$81,375	\$182,375
Both Fiber Links	\$47,000	\$155,000	\$162,750	\$364,750

- 7x24 coverage with 2-hour response (including warranty period)
- The Year 1 and Year 2 Support Charges reflect the 13-month 5x9 warranty coverage
- Unisys will provide first level of support
- INRANGE will provide second level of support

Option 2: Spectrum 2000 Time and Materials

- INRANGE will provide all support (first level and second level) during warranty period (coordinated through Unisys)
- After warranty period, the State will provide first level of support and INRANGE will provide second level of support on a “best effort” basis upon receipt of call by Unisys from the State
- After the warranty period, INRANGE **Phone Support** will be provided at the following rates:
 - Monday through Friday, 8 AM to 5 PM Eastern: \$261 per hour
 - All other times: \$369 per hour
- After the warranty period, INRANGE **On Site Support** will be provided at the following rates:
 - \$580 per hour with a four (4) hour minimum plus travel and parts
 - Travel will be billed at \$.375 per mile
 - Minimum hours are inclusive of travel and labor

- The Phone and On Site Support charges and the travel mileage rate may each increase by a maximum 5% each year beginning one year after the purchase of the equipment

OM9000 Support Option

This section describes the charges for time and material support if the State elects to provide first level support for the OM9000 systems currently installed. Needed replacement parts will be purchased by the State at then current prices. Unisys will coordinate all INRANGE provided support.

Option 3: OM9000 Time and Materials

- The State will provide first level of support and INRANGE will provide second level of support on a “best effort” basis upon receipt of call by Unisys from the State
- INRANGE **Phone Support** will be provided at the following rates:
 - Monday through Friday, 8 AM to 5 PM Eastern: \$261 per hour
 - All other times: \$369 per hour
- INRANGE **On Site Support** will be provided at the following rates:
 - \$580 per hour with a four (4) hour minimum plus travel and parts
 - Travel will be billed at \$.375 per mile
 - Minimum hours are inclusive of travel and labor
- The Phone and On Site Support charges and the travel mileage rate may each increase by a maximum 5% each year beginning one year after the purchase of the equipment

Unisys

DESCRIPTION	LINK 1
Acquisition Price	\$528,913
Installation	\$8,471
Estimated Freight	\$321
Acquisition Summary:	\$537,705
Fiscal Budget Concession	(\$26,445)
Net Acquisition	\$511,260

OM9000 Support Option

15 High Speed Transparent Channels (100 - 1250 Mbps)
 Spares Kit
 Channel 17 (slot 1) Reserved for Spare

Prod	Devl	TOTAL	STYLE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
Housing						
2	2	4	00782500001	Shelf w/redundant 110-230VAC power; INRANGE - 5U	\$4,946	\$19,784
DWDM Channel Modules						
1	1	2	63205102	100-1250Mbps, 1310nm, SM/MM, Transparent, CH 2	\$10,312	\$20,624
1	1	2	63205103	100-1250Mbps, 1310nm, SM/MM, Transparent, CH 3	\$10,312	\$20,624
1	1	2	63205104	100-1250Mbps, 1310nm, SM/MM, Transparent, CH 4	\$10,312	\$20,624
1	1	2	63205105	100-1250Mbps, 1310nm, SM/MM, Transparent, CH 5	\$10,312	\$20,624
1	1	2	63205106	100-1250Mbps, 1310nm, SM/MM, Transparent, CH 6	\$10,312	\$20,624
1	1	2	63205107	100-1250Mbps, 1310nm, SM/MM, Transparent, CH 7	\$10,312	\$20,624
1	1	2	63205108	100-1250Mbps, 1310nm, SM/MM, Transparent, CH 8	\$10,312	\$20,624
1	1	2	63205109	100-1250Mbps, 1310nm, SM/MM, Transparent, CH 9	\$10,312	\$20,624
1	1	2	63205110	100-1250Mbps, 1310nm, SM/MM, Transparent, CH 10	\$10,312	\$20,624
1	1	2	63205111	100-1250Mbps, 1310nm, SM/MM, Transparent, CH 11	\$10,312	\$20,624
1	1	2	63205112	100-1250Mbps, 1310nm, SM/MM, Transparent, CH 12	\$10,312	\$20,624
1	1	2	63205113	100-1250Mbps, 1310nm, SM/MM, Transparent, CH 13	\$10,312	\$20,624
1	1	2	63205114	100-1250Mbps, 1310nm, SM/MM, Transparent, CH 14	\$10,312	\$20,624
1	1	2	63205115	100-1250Mbps, 1310nm, SM/MM, Transparent, CH 15	\$10,312	\$20,624
1	1	2	63205116	100-1250Mbps, 1310nm, SM/MM, Transparent, CH 16	\$10,312	\$20,624
Management						
1	1	2	0063204097	Network Management Interface (Hardware Master), NEMI	\$4,051	\$8,102
1	1	2	0063204098	Network Management Interface (Hardware Slave), DEMI	\$2,431	\$4,862
EM License (one needed per end per customer)						
1		1	0093000040	EML-WIN, Element Manager license (Windows 2000/NT/ME/98)	\$2,515	\$2,515

Link Protection

1	1	2	0068200001	Optical Protection Switch plus Optical Supervisory/Hub	\$16,929	\$33,858
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Prod	Devl	TOTAL	STYLE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
Passive Optics - Two Fiber Working						
1	1	2	0063207001	Band Splitter for OTM applications, C and L Band	\$5,544	\$11,088
1	1	2	63207101	DWDM Multiplexer/Demultiplexer, Ch.1 - 4 w/ upgrade port	\$13,187	\$26,374
1	1	2	63207205	DWDM Multiplexer/Demultiplexer, Ch.5 - 8 w/o upgrade port	\$13,187	\$26,374
1	1	2	63207109	DWDM Multiplexer/Demultiplexer, Ch.9 - 12 w/ upgrade port	\$13,187	\$26,374
1	1	2	63207213	DWDM Multiplexer/Demultiplexer, Ch.13 - 16 w/o upgrade port	\$13,187	\$26,374
Spares Kit to support System 1 & System 2						
1	1	2	63205101	100-1250Mbps, 1310nm, SM/MM, Transparent, CH 1	\$10,312	\$20,624
1	1	2	0042000018	Fan Panel (5HU) 230V	\$631	\$1,262
1	1	2	0040000034	Spectrum 2000 Power Supply 220V	\$1,351	\$2,702
Fiber Management						
Jumper Cables						
4	4	8	25-018.005P	Mini SC - ST, SM, 5 ft, for remote connections	\$87	\$696
10	10	20	25-018.015P	Mini SC - ST, SM, 15 ft, for local connections	\$92	\$1,840
8	8	16	25-018.003P	Mini SC - ST, SM, 3 ft, for local connections	\$86	\$1,376
10	10	20	25-017.003P	Mini SC - ST, MM, 15 ft, for local connections	\$79	\$1,580
6	6	12	25-017.015P	Mini SC - ST, MM, 3 ft, for local connections	\$68	\$816
18	18	36	7503-0052-000	ST/ST, SM, simplex inline coupler	\$82	\$2,952
Link 1 System Summary						\$528,913

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

December 12, 2003

**CHANGE NOTICE NO. 37
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864 <p style="text-align: right;">Richard.Peterson@unisys.com</p>	TELEPHONE (517) 349-2300
	VENDOR NUMBER
	BUYER (517) 373-2049 Andy Ghosh
Contract Administrator Robert Padgett (517) 241-0257 <p style="text-align: center;">Unisys Mainframe Hardware/Software - Department of Management & Budget Michigan Information Processing Center (MIPC)</p>	
CONTRACT PERIOD From: May 8, 1995 To: December 31, 2008	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">Delivered/Installed</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

Effective immediately, \$2,127,513.00 is added to the contract. A cost summary is attached herewith. All other terms and conditions remain unchanged.

AUTHORITY/REASON (S):

Per DCO/DIT and Unisys

INCREASE: \$2,127,513.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$91,640,219.00

Data Center Operations

October 10, 2003

FIA CS7802 Software Extension Expiring 4/21/05

<u>Style</u>	<u>Description</u>	<u>License Fee</u>
SMS7001-SBE	SYS MGT:SPO BASIC ED	\$ 572
ESR7000-SER	SERV:ES7K e-Service Req	0
CSL78022-703	IOE:CS7802 IMG ENBL 425	673,200
CS7802-VOY	SYS MGT:Value Tools	0
CSP2080-ASC	CMPLR:COBOL ASCII MX	61,643
CSP2080-DFP	CMPLR:DFP MX	5,675
6810-00	FILE MGT:MEDIA MANAGER	0
CSP2080-DDP	COM SW:DDP-FJT MX	36,783
CSP2080-LA1	SYS MGT:LA MX	21,379
CSP2080-MSR	SYS MGT:MSAR MX	17,815
CSP2080-OSM	SYS MGT:OSAM MX	25,413
CSP2080-PAR	SYS MGT:PAR MX	50,265
CSW20-BLD	UTIL SW:BUILD CPX	40
CSP2080-DMQ	DATAMGT:NET DB W/OPEN ACCESS	63,053
CSP2080-OCB	CMPLR:OOCOBOL 85	51,151
CSP2080-FTX	COM SW:CP FTP AND TAS	27,562
CSP2080-TLU	SYS MGT:TAPE-LABEL-UTIL	3,232
CSS78028-17	IOE:CS7802 425	1,585,760
ECH20-CH	Call Home Service OS2200	<u>0</u>
Summary:		\$2,623,542
Less: State of MI "Economic Conditions" Allowance		(496,029)
		=====
Net License Fee:		\$2,127,513

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

November 10, 2003

**CHANGE NOTICE NO. 36
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864 Richard.Peterson@unisys.com		TELEPHONE (517) 349-2300
		VENDOR NUMBER
		BUYER (517) 373-2049 Andy Ghosh
Contract Administrator Robert Padgett (517) 241-0257 Unisys Mainframe Hardware/Software - Department of Management & Budget Michigan Information Processing Center (MIPC)		
CONTRACT PERIOD		From: May 8, 1995 To: December 31, 2008
TERMS Net 30 Days	SHIPMENT N/A	
F.O.B. Delivered/Installed	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE (S):

Effective immediately, \$270,394.00 is added to the contract. A cost model is attached.

All other terms and conditions remain unchanged.

AUTHORITY/REASON (S):

Per DCO/DIT and Unisys

INCREASE: \$270,394.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$89,783,099.81

Contract 071B5000692 Change Notice No. 36

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QTY	STYLE	DESCRIPTION	UNIT	EXTENDED	INSTALL	ESTIMATED DELIVERY	WARR. MOS.	UNIT BASE	EXTENDED BASE	UNIT UPGRADE DURING WARRANTY	EXTENDED UPGRADE DURING WARRANTY
1	CLU9742-X31	TAPE - DRIVE FRAME	\$8,859	\$8,859	\$200	\$243	12	\$53	\$53	\$24	\$24
6	CTB9940-FDL	TAPE - 9940 TRANSPORT	\$27,616	\$165,696	\$1,056	\$352	12	\$191	\$1,146	\$50	\$300
6	CBL171-10	CABLE - FC 10M LC - LC	\$123	\$738	incl.	\$6	n/a	n/a	n/a	n/a	n/a
510	774224874	Media - 9940B Media W/Label & Init	\$96	\$48,960	n/a	n/a	n/a	n/a	n/a	n/a	n/a
25	774234876	Media - 9940B Cleaning Tape With Label	\$98	\$2,450	n/a	n/a	n/a	n/a	n/a	n/a	n/a
15	SILO-SERVICES	SILO WORK STMT SERVICES	\$465	\$6,975	n/a	n/a	n/a	n/a	n/a	n/a	n/a
9940 Tape Transport Summary:				\$233,678	\$1,256	\$601			\$1,199		\$324

Contract 071B5000692 Change Notice No. 36

Page 3

Maintenance (Surety) Support Summary:	Year 1	Year 2	Year 3	Total
	\$3,888	\$15,108	\$15,863	\$34,859

The figures that total \$270,394.00 are as follows:

- Acquisition Price of \$233,678.00
- Installation Charge of \$1,256.00
- Estimated Delivery Charge of \$601.00
- Three Year MA Support Charge of \$34,859.00

Those are the total costs for the state to acquire the tape transports and use them for a three-year period.

Contract 071B5000692 Change Notice No. 36

Page 4

September 8, 2003

Mr. Rick Hoffman, Manager
Storage Management
Data Center Operations
Department of Information Technology
P.O. Box 30026
Lansing, MI 48909

Dear Rick:

Thank you for the opportunity to offer this proposal for STK 9940B tape transports to support the EDM environment within Data Center Operations (DCO). The 9940 transports will be installed in the silo currently attached to the Unisys CS7822 system that supports FIA.

Specifically this proposal offers:

- Attachment of the CS7822 silo to a 9930 LMU
- Removal of four 36-track transports to make room for the 9940 transports
- Delivery and Installation of six 9940 transports (with 10M fibre cables)
- Delivery of 500 media compatible with the new drives.

During the installation process, the silo attached to the CS7822 will be reconfigured so it shares the 9930 LMU with the silo attached locally to the NX4800 and remotely to the NX6800. This is necessary as the CS7822 silo has a 4430 LMU currently and 9940 drives require a 9930 LMU. The State will benefit by this change by removal of the 4430 LMU from maintenance and the elimination of the dedicated ACSLS. All silos attached to Unisys systems will share a single ACSLS environment.

It is my understanding that EMC will integrate the EDM solution with the 9940 tape transports.

After installation of the 9940 transports and associated cabinet, the silo will be able to house an additional 16 9940 transports without removal of additional 36-track transports.

All services quoted for installation services assume the work is done outside normal business hours (8AM to 5PM, Monday through Friday).

The monthly support pricing shown in the Cost Model reflects Comprehensive Platinum Premium service offering 7-day a week, 24-hour per day coverage, the same as on other Unisys installed equipment at DCO.

This proposal and pricing is valid for 90 days. After 90 days, a new proposal may be necessary. In order to clarify the standard terms and conditions regarding invoicing as stated in contract 071B5000692, Unisys requests the right to invoice the State upon shipment as is stated in the Unisys Consolidated Agreement incorporated in this contract. Also, the State's acceptance will be based upon successful completion of the 30-consecutive-day Phase II PARE that begins on the equipment installation date as specified in section 5.B. and 5.C. of contract 071B5000692 Rider A. The Phase I PARE

Contract 071B5000692 Change Notice No. 36

Page 5

is not applicable to the order. These clarifications will in no way modify the State's contractual terms regarding payment terms as stated in contract 071B5000692.

This preliminary proposal is submitted for your consideration under the terms and conditions of contract 071B5000692. The order, when approved by Unisys, shall constitute the only legally binding commitment of the parties.

Thank you for your consideration of this proposal. If you have any questions, please ask. I will give any inquiry my immediate attention.

Sincerely,

Richard C Peterson (via e-mail)

Richard C. Peterson
Account Executive

Enclosures Work Statement
 Cost Model

DIT Data Center Operations

Statement of Work ("SOW")
9940B Tape Installation Preparation

Scope:

This Statement of Work describes the work to be performed by Unisys and its subcontractor, StorageTek, ("Unisys team") to prepare an STK tape silo so that it is capable of housing 9940B technology drives. The STK tape silo ("target silo") is located at the Data Center Operations (DCO) Development Site and is currently attached exclusively to the State's Unisys CS7822 system. This preparatory work will impact both the **target** silo and the silo attached to the Unisys NX4822-52 and the NX6836-PL7, referred to as the **NX** silo in this document.

Key Assumptions:

1. DCO will provide project leadership.
2. DCO personnel will provide necessary hardware and software configuration information identified as pertinent to the successful completion of this work.
3. DCO and Unisys will mutually agree upon the date and time to perform the work. The accompanying cost model assumes the work will be performed outside normal business hours so as to not disrupt operations.

Deliverables and Services:

The outcome of the work performed under this SOW will be a tape silo that is ready to accept up to 20 STK model 9940B tape transports. The 9940B tape transports require a model 9930 Library Management Unit (LMU). The LMU that is currently part of the **target** silo is an older model 4430. This will be resolved by sharing the **NX** silo's model 9930 LMU with the **target** silo. A secondary benefit of sharing the LMU between the two silos is the elimination of the need for separate ACSLS environments for the **target** and **NX** silos.

A scheduled outage of tape operations on both silos will be required to accomplish the work. Specific steps to be performed are as follows:

1. The Unisys team will move control of the **target** silo from the 4430 LMU to the 9930 LMU on the **NX** silo. This will require a stoppage of all tape operations on both silos.
2. DCO personnel must reconfigure the ACSLS using the **acsss_config** utility to recognize the new Library Storage Module (LSM) configuration after consolidation to a single LMU.
3. The Unisys team will remove the current Timberline drive cabinet (including four 36-track transports) from the **target** silo.

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

October 28, 2003

**CHANGE NOTICE NO. 35
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (517) 349-2300
	VENDOR NUMBER
	BUYER (517) 373-2049 Andy Ghosh
Patrick.Hug@unisys.com	
Contract Administrator Robert Padgett (517) 241-0257 Unisys Mainframe Hardware/Software - Department of Management & Budget Michigan Information Processing Center (MIPC)	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: December 31, 2008	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered/Installed	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

**Effective immediately, this contract is hereby EXTENDED through
 December 31, 2008 under existing terms and conditions. See attachments
 for hardware and software purchases.**

AUTHORITY/REASON (S):

Per DCO/DIT and Unisys

INCREASE: \$4,366,254.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$88,921,714.81

DESCRIPTION	SUMMARY
Hardware	\$1,444,738
Development Software Licenses	\$963,363
Development Software Subscription Update Fee	\$226,264
Disaster Recovery Software	\$180,000
Disaster Recovery Keys (Five Years)	\$837,500
MSP CSC Tape Silo Software	\$59,400
CS7822 Expansion Cabinet Door	\$1,850
System Configuration Services	\$90,000
System Installation (all work "after hours")	\$7,000
Estimated Freight	\$5,352

Acquisition Summary: \$3,815,467

Credits and Incentives	
Migration Incentive	(\$200,000)
Disaster Recovery Pre-Pay Incentive	(\$167,500)
Credit for MSP CSC Tape Silo Software	(\$59,400)
Credit for CS7822 Expansion Cabinet Door	(\$1,850)
NX4822-52 Software License	(\$79,871)

Net Acquisition Summary: \$3,306,846

Unisys

April 4, 2003

Mr. Richard Novello, Manager
Mainframe Management
Data Center Operations
Department of Information Technology
P.O. Box 30026
Lansing, MI 48909

Dear Dick:

Thank you for the opportunity to offer this proposal for a new MCP-based Development/Disaster Recovery environment within Data Center Operations (DCO).

Currently, development activities for all agencies except Michigan State Police (MSP) are conducted on the NX4800 installed in the Treasury Building. This platform becomes the MSP production system should the MSP NX6800 production system become unavailable for an extended period. A cold stand-by A18 takes over development work in this instance.

This same A18 also serves as the disaster recovery platform should the DCO NX6800 general production system become unusable for a lengthy period. In reality, the A18 does not have adequate power to serve as a development system and general production system if called upon to do so simultaneously.

Further clouding the current environment is the fact that Unisys Engineering support for NX4800 systems ended on June 30, 2002 and on December 31, 2001 for A18 systems. The last software release available for both systems is HMP 7.0 (SSR 48.1) – DCO's current release. The impact of this will be felt as Unisys introduces additional capabilities and functionality into the operating system and middleware products used to integrate customer applications into heterogeneous environments. These enhancements will be available to the production NX6800 systems but not to the development/disaster recovery platforms. Unless DCO changes its general policy of not allowing development work on a production hardware platform, it will be impossible to take advantage of new middleware features. But even if this policy was changed, the result would be production applications that could not be run on the disaster recovery platforms, a situation that invalidates DCO's disaster recovery plan.

Looking a little farther into the future reveals the fact that "break and fix" support on both the NX4800 and A18 platforms terminates on December 31, 2003.

Both the NX4800 and the A18 systems are fully amortized.

The above factors plus the need for both a dependable application development system and available disaster recovery capability has led to this proposal submission. In May 2003, Unisys will formally announce the latest in the 40-plus year history of MCP-based systems – the Libra 185 ClearPath Plus. The Libra 185 is similar to the CS7822 successfully installed in April 2002 to support FIA. Based upon the Cellular Multi Processing platform, the Libra 185 offers an extremely flexible and scaleable platform for high demand processing environments. No single point of failure will prevent a Libra 185 system from running. The Libra 185 can house a combination of Intel and Unisys proprietary processor chips to accommodate the MS Windows 2000, UnixWare 7.0 and OpenUNIX 8.0 operating systems in addition to the MCP operating system in a variety of combinations within a single system.

The Libra 185 proposed herein houses three independent MCP partitions running on Unisys proprietary processors. The three MCP partitions are proposed to be used as follows:

Unisys

- *Development*: An active partition offering 2552 RPM. This is about 30% smaller than the NX4822-52 currently used for development activities.
- *DCO Disaster Recovery*: A “quiet” partition that can be activated with 14,459 RPM to serve as disaster recovery for the NX6824-PL7.
- *MSP Disaster Recovery*: A “quiet” partition that can be activated with 3524 RPM to serve as disaster recovery for the NX6822-PL5.

The MCP partitions were sized based upon the State’s current systems and their utilization level. The NX4800 at 3535 RPM was sized to accommodate Year 2000 reparation work and is currently running at about 30% utilization. Thus the smaller size of the proposed Libra 185 development partition. The two disaster recovery partitions are sized approximately equal to the corresponding NX6800 production system.

Continuing the Unisys tradition of high availability, each Libra 185 system partition comes pre-configured with four processors. Each processor is capable of providing approximately 7,285 RPM (300 MIPS). The particular Image Enabler and Integrated Operating Environment (IOE) licensed for a partition determines the actual performance level of that partition. If a processor fails, the remaining processors absorb the workload in that partition up to the maximum performance level licensed. Libra 185 systems come pre-configured with 3GB of MCP memory that can be allocated as desired between all partitions comprising the system.

As configured, the system provides for SCSI channel attachment to the existing STK tape silos in the same way the NX4800 and A18 are attached. If the tape environment is changed (additional attachments or acquisition of new Fiber Channel drives), the Libra 185 configuration will need modification.

The proposal assumes that the existing EMC 8730 Symmetrix that is attached to the NX4800 will be modified to allow Fiber Channel attachment to the Libra 185. The needed components to facilitate that change are included in this proposal. I am also exploring whether it would be cost advantageous to the State to replace the EMC 8730 cabinet with new EMC DMX technology given that the warranty on the 8730 expires this summer.

Two ClearPath Network Appliances (CNAs) in each partition provide network connectivity. Three different models of CNAs are offered that provide different network interfaces: 10/100 Ethernet (4 interfaces per CNA), 1Gb copper (2 interfaces per CNA) and 1Gb fibre (2 interfaces per CNA).

Accompanying this proposal is an Input/Output Flow Diagram showing the peripheral interfaces available in each configured partition.

Both of the disaster recovery partitions are offered with soft keys that can be activated for up to 30 days during any one 12-month period. The disaster recovery soft keys provide the licensed level of performance to continue production work in the corresponding disaster recovery partition should the State experience a disaster making one of the production systems unavailable. Details of the disaster recovery provisions are contained in the accompanying Additional Terms and Conditions to be added to the referenced contract.

With the introduction of the ClearPath Plus line of servers, Unisys also introduced the concept of workload pricing. The Workload Pricing Model allows ClearPath Plus customers a way to more closely align the value of the intended workload to the software-licensing fee charged by Unisys. Three business workload types are defined:

- *General Purpose* for “production” workloads
- *Development* for systems devoted to application development

Unisys

- 4GL for systems devoted to either Business Information Server (MAPPER) or Enterprise Application Environment (LINC) runtime environments.

The partition within the proposed Libra 185 system devoted to DCO development activities qualifies for the Development workload. This offers a substantially reduced price Integrated Operating Environment (IOE) when compared to an equivalent General Purpose IOE. The Development IOE is called the Software Development Kit (SDK) and includes many of the components typically used for application development at DCO. The contents of the SDK are listed in a separate document in this proposal.

All prepaid Software Subscription Upgrade fees on the NX4800 expired in February 2003 and they were not renewed. All other software on the NX4800 was licensed with a one-time charge meaning the software can be run on the specified Software Processing Unit (SPU – NX4800 in this case) indefinitely. Typically, there are no software credits available for one-time licenses when the SPU is replaced. However, in this proposal, we have made an exception and included software credits as if the software were licensed under a 60-month Extended Term Plan (ETP) and prorated credits calculated based upon a June 30, 2003 implementation of the Libra 185. **The credits may have to be recalculated if a later implementation date is chosen.**

There is no software licensed on the A18 as it is a dedicated disaster recovery platform and therefore no software credits are available from this system.

Software offered on the Libra 185 is offered under an annual, one-time, 36-month ETP or 60-month ETP license term as shown in the cost model. All software is offered at HMP 7.

The monthly support pricing shown in the Cost Model reflects Comprehensive Platinum Premium service offering 7-day a week, 24-hour per day coverage, the same as on other Unisys ClearPath installed equipment at DCO.

This proposal includes a number of credits and incentives in addition to the NX4800 software credit mentioned above. Together, these allowances exceed \$600,000. The allowances are discussed below and are reflected in the Acquisition Summary section of the Cost Model.

- Migration Incentive
- Disaster Recovery 60 Month ETP Incentive: Unisys is prepared to provide the equivalent of the first year Disaster Recovery Key for each of the two disaster recovery partitions at no additional charge if the State agrees to acquire 60-Month ETP Disaster Recovery Keys for each DR partition when the proposed Libra 185 is purchased. Prepayment of this key also avoids the 5% annual license fee increase allowed under the contractual terms and conditions.
Normally, Disaster Recovery Keys are licensed for periods of 12 months from date of shipment or 30 days after the occurrence of a disaster event. When a disaster event occurs and the key invoked, customers are billed an *event* charge (equal to the original DR key license fee) and given a new 12 month license key. For this proposal the *event* charge has been eliminated.
- MSP CSC Tape Silo Software: In harmony with DCO's initiative to reduce tape-handling charges, Unisys proposes to include a copy of the required University of Washington tape silo (CSC) software for the NX6822-PL5 used to support the Michigan State Police at no charge for the 36 Month Extended Term Plan license fee

This proposal and pricing is valid for 90 days. After 90 days, a new proposal may be necessary. In order to clarify the standard terms and conditions regarding invoicing as stated in contract 071B5000692, Unisys requests the right to invoice the State upon shipment as is stated in the Unisys Consolidated Agreement incorporated in this contract. Also, the State's acceptance will be based upon successful completion of the 30-consecutive-day Phase II PARE that begins on

Unisys

the equipment installation date as specified in section 5.B. and 5.C. of contract 071B5000692 Rider A. The Phase I PARE is not applicable to the order. These clarifications will in no way modify the State's contractual terms regarding payment terms as stated in contract 071B5000692.

This preliminary proposal is submitted for your consideration under the terms and conditions of contract 071B5000692. The order, when approved by Unisys, shall constitute the only legally binding commitment of the parties.

Thank you for your consideration of this proposal. If you have any questions, please ask. I will give any inquiry my immediate attention.

Sincerely,

Richard C. Peterson
Account Executive

Enclosures Additional Terms and Conditions
 Cost Model
 SDK Components
 I/O Flow – Cabinet Layout
 NX4800 / A18 Support Termination Letter

Cc Bob Padgett
 Carol Steele Sherman

The following is to be incorporated as an amendment to contract 071B5000692 for the acquisition of the ClearPath NX6822-PL4 system. All terms and conditions of contract 071B5000692 shall apply.

Hardware & Software

1. Unisys makes no warranty for Products CSP1080-DB1, CSP1080-DBS, and Xvision Eclipse. Unisys obtains these Products from third parties and will pass on to the State such warranties, if any, as the Product vendor permits Unisys to pass along on the Product vendor's behalf to end- users. The State agrees to look solely to such Product vendors for correction or repair of defects of such Products.

Additional Terms and Conditions

Agreement Number

071B5000692

Client name and address

Date

MI Department of Information Technology

Unisys and Client hereby amend the above referenced Agreement by adding the following terms and conditions, consisting of paragraphs 1 through 5, on pages 1 through 2.

1. These additional terms and conditions apply only to the Products ordered pursuant to the attached Schedule.
2. Unisys provides no warranty for Products CSP1080-DB1, CSP1080-DBS, and Xvision Eclipse. Unisys obtains these Products from third parties and these Products are provided "AS IS". The third party vendors may provide their own warranties or remedies on these Products. The State agrees to look solely to the third party vendors for any such warranties or remedies on the third party Products.
3. Items 4 and 5 below pertain specifically to the disaster recovery partitions of the Libra 185 described in the Unisys proposal letter dated April 4, 2003 and on the attached schedules.
4. All capitalized terms shall have the meaning established within the Agreement unless otherwise defined herein.
 - a. "Key" or "Keys" means the special purpose software micro-code key(s) that are licensed for use by Client to enable a Disaster Recovery (DR) partition at the applicable performance level. Three different types of Keys are described below: (1) a PARE (Performance and Reliability Evaluation) DR Test Key which is a one-time key solely for the purposes of PARE testing; (2) a DR Test Key; and (3) the DR Key which will have an Extended Term Plan (ETP) license.
 - b. "Disaster Recovery" means the use of a DR Key to enable reserve-processing capacity on a Disaster Recovery (DR) Clearpath SPU, in the event that the Clearpath production SPU is inoperable due to the occurrence of a Disaster.
 - c. "Disaster Recovery Event" means the Disaster event that triggers activation of a Disaster Recovery Key.
 - d. "Disaster" is a calamitous event, such as an act of nature (including flood, earthquake, tornado, or hurricane), fire, bombing, explosion or other event beyond the reasonable control of Client, which renders Client's Clearpath SPU inoperable for an indefinite period.
5. Key Licenses.
 - a. Client is granted a personal, non-exclusive, non-transferable right and limited license to use any Key ordered pursuant to the attached Schedule hereto, subject to the terms and conditions of usage set forth herein and those of the Agreement.
 - b. The term of the DR Key license is sixty (60) months (ETP60) from date of shipment. The DR Key must be replaced when a DR Event occurs and the DR Key is enabled in which case it can be used for up to thirty (30) consecutive days. The DR Test Key is licensed to be used a maximum of 8 days annually during the term (ETP60) of the DR (Disaster Recovery) Key.
 - c. With the initial order, Client will be shipped a one-time PARE DR Test Key, subject to the license terms herein, that will be available for use for a maximum period of sixty (60) calendar days following shipment and allow DR testing solely for the purpose of passing the thirty (30) consecutive day PARE on the system.
 - d. For each DR Key licensed hereunder, Client will pay Unisys a non-refundable license fee in the amount set forth in the attached Schedule. Such license fee shall be invoiced to Client upon shipment of the Key(s) ordered hereunder and shall be payable by Client within thirty (30) days of the date of such invoice or if required by the State, upon completion of the applicable PARE for the initial order.
 - e. The ETP60 DR Key license shall entitle Client: (1) to use a DR Test Key (during the ETP60 term) for a period not to exceed eight (8) days* annually for the limited purpose of testing the operation of the system to verify that it operates correctly at the applicable performance level; (2) in the event that a Disaster Recovery Event is declared, to utilize the DR Key which enables the reserve processing capacity of the SPU for which it is licensed for the sole purpose of Disaster Recovery operation for a period not to exceed thirty (30) consecutive days and (3) to be sent another DR Key with an expiration date coterminous with the expiration date of the initial ETP60 DR Key should a DR Event occur during the 60 month ETP.

***Any use of the DR Test Key for a partial day is considered to be one day's use and the eight day total will be reduced accordingly. For DR Test Key purposes, a day commences and ends on military time (0000 hours to 2400 hours).**

- f. Upon the use of a DR Key per e.(2) and e.(3) above, Client agrees to promptly notify Unisys and Unisys will then issue Client's new DR Key.
 - g. Client acknowledges and agrees that activation of a DR Key for any other purpose than as expressly set forth above will entitle Unisys to terminate the DR Key license which was used other than for its authorized purposes.
 - h. In the event that Client: (1) uses DR Keys for Disaster Recovery purposes in a given partition for a period in excess of ninety (90) consecutive days or; (2) places the reserve processing capacity activated by a DR Key into production use not related to a Disaster, then Client shall be obligated to purchase from Unisys any and all required hardware and software components necessary to support such processing capacity under Unisys terms of normal usage applicable to such Clearpath SPU.
 - i. In the event that Client ceases to use a partition in the Libra 185 for which any Keys are licensed hereunder prior to the expiration of such sixty (60) month term, then Client shall destroy such Keys and provide written certification of such destruction to Unisys.
 - j. Client will, upon request from Unisys, permit Unisys, during Client's normal business hours, to access Client's SPU for which any Key is licensed (or any other SPU with which a Key has been used) in order to verify the use of such Key(s) in accordance with these licensing terms.
 - k. Client will not decompile, disable, modify the Keys in any manner, nor will Client manipulate the date on the SPU on which the Key is installed for Disaster Recovery purposes.
-

July 23, 2003

Mr. Richard Novello, Manager
Mainframe Management
Data Center Operations
Department of Information Technology
P.O. Box 30026
Lansing, MI 48909

Dear Dick:

On April 4, 2003, I submitted a proposal to you under the terms and conditions of 071B500069 as supplemented by the terms in the proposal for a Unisys Libra 185 system intended to replace the MCP-based development and disaster recovery environment installed at the DCO Development Site.

That proposal contained statements that read "This proposal and pricing is valid for 90 days. After 90 days, a new proposal may be necessary." The purpose of this letter is to extend the validity of the April 4 proposal subject to the following conditions: Unisys agrees to extend the terms, conditions and pricing of the subject April 4, 2003 proposal if the State agrees to issue a purchase order for the Libra 185 in a timeframe (no later than October 20, 2003) that allows the system to be installed and PARE, as specified in contract 071B5000692, started on or before November 10, 2003.

If you have any questions, please ask. I will give any inquiry my immediate attention.

Sincerely,

Richard C. Peterson
Account Executive

Cc Bob Padgett
 Carol Steele Sherma

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

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

July 10, 2003

**CHANGE NOTICE NO. 34
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (517) 349-2300
	VENDOR NUMBER
	BUYER (517) 373-2049 Patrick.Hug@unisys.com Andy Ghosh
Contract Administrator Robert Padgett (517) 241-0257 Unisys Mainframe Hardware/Software - Department of Management & Budget Michigan Information Processing Center (MIPC)	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2006	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered/Installed	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

**Effective 10/01/03, the annual support and maintenance charges will be
 REDUCED by 10% for each fiscal year 04 and 05. This contract is hereby
 REDUCED by \$675,818.00. All other terms and conditions remain the same.**

AUTHORITY/REASON (S):

Per DMB/Acquisition Services.

DECREASE: \$675,818.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$84,555,460.81

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

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

December 2, 2002

**CHANGE NOTICE NO. 33
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR <p style="text-align: center;">Unisys Corporation 2290 Science Parkway Okemos, MI 48864</p>	TELEPHONE <p style="text-align: center;">(517) 349-2300</p>
	VENDOR NUMBER
	BUYER (517) 373-2049 <p style="text-align: center;">Andy Ghosh</p>
<p style="text-align: right;">Patrick.Hug@unisys.com</p>	
Contract Administrator Robert Padgett (517) 241-0257 <p style="text-align: center;">Unisys Mainframe Hardware/Software - Department of Management & Budget Michigan Information Processing Center (MIPC)</p>	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2006	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">Delivered/Installed</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

**Hardware (ES7000), Software (ES7000), and Training Services ADDED to the Contract
 (See attached).**

AUTHORITY/REASON:

Per agency letter from Robert Padgett, DIT, dated November 21, 2002.

INCREASE: \$345,907.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$85,231,278.81



JOHN ENGLER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF INFORMATION TECHNOLOGY
LANSING



JACQUE PASSINO
DIRECTOR

November 21, 2002

Kathryn Jones, Director
Office of Acquisition Services
Michigan Department of Management and Budget
P.O. Box 30026
Lansing, MI 48909

Dear Kathy,

Unisys Contract 071B5000692

We are requesting that the following changes be made to the Unisys 071B500692 contract. We are requesting that \$345,907 as well as the hardware as outlined in the attached proposal from Unisys.

Description	900MHz Dual Domain	First Month Surety Support
ES7000 Hardware	\$287,547.00	\$467.00
ES7000 Software	\$8,997.00	\$276.00
Services & Training	\$47,695.00	
Installation Services	\$5,000.00	
Estimated Freight	\$329.00	
Acquisition Summary:	\$349,568.00	\$743.00
One Time Hardware Incentive	(\$50,000.00)	
Quick Start Services & Training Incentive	(\$40,000.00)	
Net Acquisition Summary:	\$259,568.00	\$743.00
Surety Support 5-Year Outlook		\$85,596.00
Total Request	\$345,907.00	

I am requesting that this go to the December 3, 2002 Ad Board for approval.

Justification:

The Data Center Operations has several projects that require hardware that is more robust than what is currently available, such as FileNET, Siebel, and the

HIPPA requirements for the Data Exchange Gateway. The addition of this hardware will give DCO a single system that provides enough scalability to accommodate multiple projects on one system.

The special one-time \$50,000 credit and the \$40,000 Quick Start Service & Training Incentive are only good if the purchase is made before the end of December 2002.

Please contact me (241-0257), if there are any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert M. Padgett", with a long horizontal line extending to the right.

Robert Padgett
Data Center Operations

CC: George Boersma Jennifer Ryan Tess Layman Dick Peterson
Leo LaPorte

Description	900MHz Dual Domain	First Month Surety Support
ES7000 Hardware	\$287,547	\$467
ES7000 Software	\$8,997	\$276
Services & Training	\$47,695	
Installation Services	\$5,000	N/A
Estimated Freight	\$329	
Acquisition Summary:	\$349,568	\$743
One Time Hardware Incentive	(\$50,000)	
Quick Start Service & Training Incentive *	(\$40,000)	N/A
Net Acquisition Summary:	\$259,568	\$743

* This reflects the \$30,900 residual service credit balance from the MIPC NX6800 acquisition and a special, one-time ES7000 service credit amounting to \$9,100.

SUPPORT CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
ES7000 Hardware	\$5,604	\$14,313	\$15,029	\$15,781	\$16,569	\$67,296
ES7000 Software	\$3,312	\$3,477	\$3,652	\$3,834	\$4,025	\$18,300
Total:	\$8,916	\$17,790	\$18,681	\$19,615	\$20,594	\$85,596

QTY	STYLE	DESCRIPTION	Acquisition Price		WARR. MOS.	Monthly Comprehensive Platinum Voice Support		EST. FREIGHT CHARGE		
			UNIT	EXTENDED		UNIT BASE	EXTENDED BASE		UPGRADE DURING WARRANTY	EXTENDED DURING WARRANTY
1	ES7120532-GS	SVR:12X 9002 STD 2P 8GB SVR:12X 9002/2MB STD 2P SYS MGT:SENTINEL SW	\$189,732	\$189,732	12	\$857	\$857	\$340	\$340	\$100
8	PC1720113-P64	CTRL:FIBRE GLS LPR800 ES CTRL:4 PORT ETH. 60MHZ LAN HW-GIGABIT ETH CPR	\$2,300	\$18,400	12	INCL.	INCL.	INCL.	INCL.	\$16
2	ETH1010095-P64	CTRL:4 PORT ETH. 60MHZ	\$1,300	\$2,600	36	INCL.	INCL.	INCL.	INCL.	\$4
4	ETH2312-P64	LAN HW-GIGABIT ETH CPR	\$250	\$1,000	12	INCL.	INCL.	INCL.	INCL.	\$8
1	PC17602-P64	CTRL:2CH SCSI UL60 ESTK	\$600	\$600	12	INCL.	INCL.	INCL.	INCL.	\$2
1	ES70036-RIP	DISK:2X36GB DISK/RAID CT DISK:36 GB, 15K RPM DRV ACCC:64 MB, MEM & BAT. CTRL: UL60M SCSI HBA ES7	\$3,850	\$3,850	12	INCL.	INCL.	INCL.	INCL.	\$4
1	RAM7-4GB	MEM:4 GB MEM. 1GB DIMM	\$8,000	\$8,000	12	INCL.	INCL.	INCL.	INCL.	\$4
1	RCR3619412-PLD	MEM:1GB DIMM TYPE 7 RCR:36U 19X41 PERE DOOR ACCC:36U X19" REAR DOOR, ACCC:36U, 19X41 FRT DOOR ACCC:36U 19IN TEXTURE ACCC:9-PLUG POWER STRIP INSTL:36U 41 CAB LINK PWR CORD:C20NEMA1.6-20P SRV:SENTINEL MNGMT SRV ACCC:3020 DI LXS MRL	\$5,000	\$5,000	0	INCL.	INCL.	INCL.	INCL.	\$18
1	SEN70002-MSV	CTRL:64B 210E U3 128M DI PWR CORD:C13C14 250V10A MOUSE:NO MOUSE DISK:1.44MB FLOP ES3020L CBL: MOUSE Y CABLE MEM:512MB 2X266MB 8K ACCC:ES3000 DDC ON CD DISK:ESMSK BLNK DSKCR Q1 ACCC:ESL3020 BEZEL SVR:ESL3020 200HIZ DUAL DISK:ESMSK SVR ASSIS C	\$4,465	\$4,465	12	\$64	\$64	\$10	\$10	\$5

QTY	STYLE	DESCRIPTION	Acquisition Price		WARR. MOS.	Monthly Comprehensive Platinum Voice Support									
			UNIT	EXTENDED		UNIT BASE	EXTENDED BASE	UNIT UPGRADE DURING WARRANTY	EXTENDED UPGRADE DURING WARRANTY	EST. FREIGHT CHARGE					
		ACC-ESL 3020 RED PWR SUP													
		ACC-ESL 3020 SHF GRP													
		ACC-ESL 3020 BRAND KIT													
		ACC-ESL 3020 V-R ALL S													
		DISK-ESL 3020 HSRP 1X4 1"													
		DISK-18GB U160 10K CAR													
		PROC-ESX026 TERM													
		LAN HW/OB PRG 100+ NIC													
		CDR-ESX061 SL CDR													
		KEYBD:NO KEYBOARD													
1	WU12072404-AMF	ACC:ESL 3020 4HR 3YR AMF	\$0	\$0	0	INCL	INCL	INCL	INCL	INCL	INCL	INCL			
1	EXD121-1PL	RCK:ESTK TU IPL RCK	\$2,500	\$2,500	12	INCL	INCL	INCL	INCL	INCL	INCL	INCL			\$9
2	ES70003-SUI	RCK:KBRD/MOUSE/MON/SHELF DISPLAY: 1U LCD MONITOR KBD:95 KEY KBRD & MOUSE	\$3,200	\$6,400	12	INCL	INCL	INCL	INCL	INCL	INCL	INCL			\$142
1	ECH7000-CH	ACC:CALL HOME EST000			0	INCL	INCL	INCL	INCL	INCL	INCL	INCL			
1	UPG7200-ST1D	UPG:ESTK/200 SD TO DID	\$45,000	\$45,000	12	\$215	\$215	\$87	\$87						\$17
Hardware Summary:			\$287,547	\$1,136				\$467	\$467						\$320

Software		License Fee		Monthly Comp. Platinum Voice Support			
QTY	STYLE	DESCRIPTION	LICENSE TYPE	UNIT	EXTENDED	UNIT	EXTENDED
1	WSS200004-EN	O/S:W2K SERVER ENGLISH	One Time	\$999	\$999	\$64	\$64
2	WSA200008-EL	O/S:ADV SVR MEDIACOA	One Time	\$3,999	\$7,998	\$106	\$212
Software Summary:							
\$8,997							
\$276							
Services & Training							
QTY	STYLE	DESCRIPTION	ACQUISITION PRICE				
1	ES79216-NP	Quick Start Installation	\$40,000				
1	003987	ClMP System Concepts and Architecture (Self Study)	\$495				
2	CEL1000	ES7000 Administration & Operation - Server Sentinel *	\$2,700				
2	CEL1003	Server Sentinel Software Workshop *	\$4,500				
Summary:							
\$47,695							
Price Shown does not include travel, lodging and related expenses.							

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

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

August 2, 2002

**CHANGE NOTICE NO. 32
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (517) 349-2300
	VENDOR NUMBER
	BUYER (517) 373-2049 Andy Ghosh
Contract Administrator Robert Padgett (517) 241-0257 Unisys Mainframe Hardware/Software - Department of Management & Budget Michigan Information Processing Center (MIPC)	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2006	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered/Installed	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, \$3,116,510.00 is removed from this contract. This amount was added due to an error in the calculation of the future costs of software maintenance for FY 03-06. Also, the proposal letter submitted by Unisys for the upgrade is added to the contract. It was not included with the original documentation. No other changes in terms and conditions.

AUTHORITY/REASON:

Per agency letter from Jennifer Ryan, DIT, dated July 18, 2002

DECREASE: \$3,116,510.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$84,885,371.81

December 12, 2001

Mr. Richard Novello, Manager
A Series Technical Support
Michigan Information Processing Center
Department of Management & Budget
P.O. Box 30026
Lansing, MI 48909

Dear Dick:

In December 2000, the Department of Management and Budget acquired a Unisys NX6800 ClearPath system to replace the A18-762. The A18 had served as the MIPC MCP-based production system since MIPC's inception in 1995. There were several reasons for acquiring the ClearPath including a more economical financial projection over a five-year period and a more modern computing environment using ClearPath NX Services.

At the time the acquisition was finalized, it didn't appear that the A18 was experiencing any major capacity issues. Given that thinking, the 9307-RPM rating of the NX6824-PL7 ClearPath system seemed to be the right fit. This provided a small (8%) increase in performance rating over the A18-762 system it was replacing.

Since then, user demand for system capacity apparently has risen. At this time, MIPC is seeing many extended periods during first shift where utilization exceeds 90%, and some utilization peaks reaching 100%. Typically, data center managers begin looking at adding additional capacity when utilization exceeds 60 to 70% on a regular basis.

The accompanying cost model shows pricing to upgrade the NX6824-PL7 to an NX6836-PL7. The upgrade adds two additional processors (one in each domain) to the system at the same performance level (PL7) as the original processors. The RPM of the upgraded system is 14,248. Studies conducted by MIPC staff members confirm that this RPM rating will provide the capacity needed to bring utilization back down to a more acceptable level.

In addition to adding the two additional processors, the upgrade moves the current NX6820 based system to an NX6830 system – the latest ClearPath system family released. The NX6830 includes upgraded console processors and a faster I/O Subsystem. The accompanying document provides highlights of the NX6830 hardware.

The cost model includes appropriate credits for the NX6824-PL7 license and subscription update fees paid when the system was first acquired. The credit shown in the cost model is based upon a March or April installation date. If the upgrade is installed after April 30, 2002 the credit amount will be revised downward for each subsequent 30-day period that transpires.

The cost model reflects re-licensing the software at the new NX6836-PL7 group 120 level for a period of four years. Fees for other licensing time periods can be provided if desired.

The monthly support pricing shown in the Cost Model reflects estimated Comprehensive Platinum Premium service offering 7-day a week, 24-hour per day coverage, the same as on other Unisys installed equipment at MIPC.

This preliminary proposal is submitted for your consideration under the terms and conditions of contract 071B5000692. The order, when approved by Unisys, shall constitute the only legally binding commitment of the parties.

In order to clarify the standard terms and conditions regarding invoicing as stated in contract 071B5000692, Unisys requests the right to invoice the State upon shipment as is stated in Rider A (Unisys Consolidated Agreement) of this contract. This in no way will modify the State's contractual terms regarding payment terms as stated in contract 071B5000692.

Thank you for your consideration of this proposal. If you have any questions, please ask. I will give any inquiry my immediate attention.

Sincerely,

Richard C. Peterson
Account Executive

Cc Fran Shooltz
Carol Steel Sherman

Enclosures: Upgrade Cost Model
NX6830 Hardware Highlights

The Unisys e-@ction ClearPath enterprise server NX6830 expands the features and capabilities in the high-end, enterprise-class family of ClearPath servers. Like its ClearPath predecessors, the new NX6830 servers continue to provide high performance, high capacity, and cost-effective platforms designed to meet the transaction-intensive processing needs of large-scale ClearPath clients such as the State of Michigan.

By capitalizing on the proven design of the NX5800 and NX6820 servers, the NX6830 server offers an I/O subsystem that provides high levels of connectivity, industry-leading I/O performance, and new levels of system performance and scalability. All these features -- plus the configuration flexibility of the NX6830 enterprise server -- make these servers unique in their class.

For example, you can temporarily increase NX6830 system performance without the need for additional hardware components. Emergency Recovery, an optional feature available for all NX6830 configurations, enables the server to assume the workload of another system that experiences a major system outage without impacting the normal workload of the NX6830.

NX6830 enterprise servers provide users of large A Series, NX4800, NX5800, and NX6820 systems and prospective clients with a family of code-compatible systems that offer:

- An expanded performance range
- Greater channel connectivity
- Greater I/O performance
- Cost-effective incremental growth
- Improved environmental and operating costs
- A competitive Total Cost of Ownership
- Extensive investment protection

Additional features include:

- Single, rack mount, air-cooled Central Electronic Complexes (CEC)
- Two basic, large-scale systems with extensive in-family upgradability
- Over 66 times in-family performance growth
- Partitionable configurations
- Expanded connectivity with up to 10 Common Input/Output Modules (CIOMs)
- Multi-IOU capability providing up to three different levels of I/O throughput
- Maximum of 10 entry-level or high-performance Intel Pentium-based servers in any combination
- Support for up to 1.15 GBytes of memory in single processor systems and 9.2 GBytes of memory in multiprocessor systems
- Object code compatibility with other ClearPath and A Series systems
- Up to 255 channels for device and peripheral connectivity

Three styles of Intel Pentium servers that run the Windows 2000 Advanced Server operating system are available for all NX6830 model systems. You can choose the entry-level, 1-2 processor option, a mid-range, 1-4 processor option, and a high performance, 1-8 processor option. Depending upon system configuration, the NX6830 enterprise servers will support a maximum of ten of these Intel processors, *in any combination*.

System Highlights

The NX6830 Series offers five different processor configuration options, each with multiple system performance level options. Each NX6830 configuration contains a CIOM (Common Input/Output Module) I/O subsystem that provides industry-leading I/O throughput. 'Multi-IOU' further extends I/O throughput – more than double the I/O capacity of NX4800 systems.

NX6830 systems are available as single domain or dual domain configurations. Dual domain systems can be configured with 2 to 8 processors. Dual domain systems can also be partitioned, i.e., they can operate as two independent processing environments, each running its own copy of the MCP.

Single and Dual Domain Systems

The three basic hardware configurations for the NX6830 are the single domain single processor system, the dual domain dual processor system, and the dual domain multiprocessor system. There are ten performance options for the single domain system and 37 performance options for the dual domain systems. This represents a performance range greater than 66 to 1.

Memory capacities for the NX6830 family include up to 1.15GB of memory configured in single processor systems, up to 2.3GB in dual processors systems, and up to 9.2GB of memory configured in multiprocessor systems.

MCP Configuration Flexibility

A dual domain NX6830 enterprise server can be configured as a monolithic or a partitioned MCP system. When configured as a monolithic system, the MCP processors in both domains operate as a single system running one copy of the MCP. Monolithic systems offer the highest degree of multiprocessing.

When configured as a partitioned system, the two domains operate as two independent, secure systems. Each domain runs its own copy of the MCP regardless of the number of processors in the domain. Partitioned systems facilitate software upgrades, scheduled maintenance, and workload independence, i.e., the ability to separate batch or development/test from transaction-intensive environments.

You can invoke a monolithic or a partitioned configuration whenever your operational needs dictate. The selection is controlled by system software with minimal disruption to end users in the network.

Processor Performance

The NX6830 Instruction Processor (IP) is 145 percent faster than the NX4800 processor and 15 percent faster than the NX6820 processors. This single-chip CMOS Instruction Processor (SCIP) is mounted on a Processor Module (PM) using 0.18-micron CMOS chip technology. This single chip includes the instruction processor, second level cache controller, and cache tag RAM. The NX6830 can house up to 8 IPs with performance that exceeds the performance of the NX4800 by nearly 300 percent, the NX5820 by more than 97 percent, and the NX6820 models by approximately 8 percent.

Scalability

The extensive scalability of the NX6830 family positions it as a large-scale enterprise server that replaces the ClearPath NX6820, NX5800 Series, NX4800 and A2800 systems. The NX6830 provides greater than a 66-to-1-performance range that encompasses the ClearPath NX4800 Series from the single processor NX4801-21 and exceeds that of the eight processor NX6822 at performance level 10.

You benefit from the extensive scalability and choice of configuration formats. You can select the exact NX6830 system you initially require, knowing that you can easily expand your system as your business needs dictate. Extensive scalability allows you to manage your enterprise information system's growth requirements in a cost-effective manner.

Input/Output Subsystem

The NX6830 I/O subsystem provides more than six times the bandwidth, over twice the I/O throughput, and four times the connectivity of the NX4800 I/O subsystems.

The Multi-I/O feature supports three levels of I/O throughput to meet your business needs. The level of I/O throughput is determined by the number of KIOUB boards installed (one is provided in each domain as part of standard system configuration) and the number of CIOM boards within a domain dedicated to I/O functions. You have the option to configure your system for either maximum channel connectivity or maximum I/O throughput.

Memory Subsystem

NX6830 enterprise servers use state-of-the-art 64 Mbit memory technology to increase memory density, lower costs, and increase availability. Single domain NX6830 system memory can be expanded from 192 MBytes to 1,152 MBytes. In dual domain systems, memory is expandable up to 9,216 MBytes.

Large memory capacities mean that you can run larger jobs – and more of them – concurrently. A large memory complement results in greater system productivity and lower total cost of ownership.

CMOS Technology: Lower Operating Cost

The NX6830 design is based entirely on CMOS technology. The Instruction Processor with Second Level Cache, the Input/Output Subsystem, and Memory Subsystem all employ CMOS technology. CMOS technology delivers increased processing capacity, uses less power, produces less heat, and costs less than the ECL technology of the NX4800 and A2800 Series. Extensive use of new 0.18-micron CMOS technology makes it possible to house up to eight processors in a single, air-cooled, rack-mount cabinet. NX6830 servers deliver the highest performance-to-footprint ratio of any ClearPath NX or A Series system. This means significantly lower operational costs.

The high circuit density that CMOS technology provides means NX6830 servers require fewer components than previous large-scale ClearPath NX and A Series systems. Clients benefit because fewer components mean lower cost, higher reliability, and increased levels of availability and serviceability.

High Availability

NX6830 Enterprise Servers provide three levels of availability at three different price points:

- Single domain NX6830 servers provide a high level of reliability. However, their availability is subject to periodic, scheduled maintenance and rare, unscheduled interruptions.
- Dual domain NX6830 servers virtually eliminate the requirements for periodic scheduled maintenance that may cause interruptions of the entire system. Dual domain systems are protected against most unscheduled interruptions.
- Redundant dual domain NX6830 servers also eliminate virtually all the requirements for periodic, scheduled interruptions of the system. Redundant system configurations also eliminate the single points of failure that could cause an unscheduled interruption.

A Series Availability Plus (ASAP) software is delivered with every NX6830 enterprise server. ASAP comprises Enhanced Console Recovery and Application Heartbeat that, together, provide the highest levels of system and application availability.

The Unisys Service Architecture, through the implementation of Automatic Fault Management (AFM) attributes, uses the advanced design and technology of NX6830 servers to reduce unplanned outages to an absolute minimum. The AFM process consists of three steps:

- Detection and isolation of problems within the client's environment. This information (event) may either trigger an Electronic Service Request (ESR) or be logged for use in predicting, or preventing future failures.
- Transmission of an ESR to the Unisys Call Management System.
- Application of appropriate corrective action, or response, either electronically or via a direct service provider.

High levels of reliability and availability are fundamental requirements for today's information system environments. Clients with "mission-critical / bet-your-business" applications will find that NX6830 offers them the levels of availability they can find nowhere else.

Intel-Based Servers

Compared to predecessor systems, NX6830 servers offer dramatically increased Intel-based server connectivity. Three Intel server options are available; each runs the Microsoft Windows 2000 Advanced Server operating system. You can choose an entry-level, 1-2 processor server, a mid-range, 1-4 processor server, and a high-performance, 1-8 processor server. The NX6830 supports a maximum of 10 Intel servers, more than double the connectivity supported by the NX4800. This increase in connectivity, coupled with the increased bandpass provided by the I/O subsystem, dramatically increases the functionality, performance, and capacity of NX6830 servers.

Compatibility

NX6830 servers are code compatible with other ClearPath and A Series systems. Many of the interfaces, peripherals, and communications devices supported by the ClearPath NX4800 are also supported by the NX6830 series. Compatibility protects the investments that ClearPath NX and A Series users have made in their applications, end-user and operator training, as well as interfaces to peripherals, communications, and network hardware. This means that migrating to a NX6830 server is cost-effective and requires a minimum of end user and operator re-training.

MCP Environment

As with other ClearPath enterprise servers, NX6830 systems comprise both traditional MCP servers and Intel-based servers. The MCP server environment and the Intel-based environment communicate with each other via a proprietary interconnect so that both environments appear as a single system to the end user.

Under control of the MCP operating system, NX6830 systems carry forward the interoperability and portability features of earlier ClearPath systems.

System Software

The NX6830 system runs HMP 6.0 and 7.0 that provides support for a maximum of eight Instruction Processors, ten CIOMs, 9,216 MBytes of system memory, and up to ten Intel servers. To take full

advantage of the number of IPs and the aggregate performance of the NX6830, many software areas have been modified to increase limits and reduce contention points. These include:

- Increased stack limit from 2^{12} to 2^{16}
- Increased event limit from 2^{19} to 2^{23}
- Two-fold increase in the effective number of pseudo-stations
- Expanded remote file limit
- Improved DMS scalability
- Reduced memory contention and stack search times

In-Family Upgrade Options

A full complement of upgrade kits is available for the NX6830 family of enterprise servers. Flexible upgrade options enable NX6830 systems to be upgraded horizontally and vertically as shown in the diagram below. All performance upgrades are accomplished sequentially – move to the next higher performance option (horizontally) or to the next higher processor configuration (vertically) one increment at a time.

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

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

July 24, 2002

**CHANGE NOTICE NO. 31
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR <p style="text-align: center;">Unisys Corporation 2290 Science Parkway Okemos, MI 48864</p>	TELEPHONE <p style="text-align: center;">(517) 349-2300</p> VENDOR NUMBER BUYER (517) 373-2049 <p style="text-align: center;">Andy Ghosh</p>
Contract Administrator Robert Padgett (517) 241-0257 <p style="text-align: center;">Unisys Mainframe Hardware/Software - Department of Management & Budget Michigan Information Processing Center (MIPC)</p>	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2006	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">Delivered/Installed</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

Effective immediately, \$9,824,565.00 is removed from this contract. This amount was added to the contract for the purchase of equipment that has now been leased through contracts with Key Corporate Capital (071B1001743, 071B1001744, and 071B2001589). All other contract specifications, terms, and conditions remain the same.

AUTHORITY/REASON:

Per agency letter from Jennifer Ryan, DIT, dated July 18, 2002

DECREASE: \$9,824,565.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$88,001,881.81

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

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

July 23, 2002

**CHANGE NOTICE NO. 30
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (517) 349-2300
	VENDOR NUMBER
	BUYER (517) 373-2049 Andy Ghosh
Contract Administrator Robert Padgett (517) 241-0257 Unisys Mainframe Hardware/Software - Department of Management & Budget Michigan Information Processing Center (MIPC)	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2006	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered/Installed	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE(S):

Effective immediately, the new Contract Administrator for this contract is:

**Robert Padgett, Director
 Data Center Operations Division
 Department of Information Technology
 Westshire Building
 515 Westshire Drive
 PO Box 30743
 Lansing, MI 48909
 (517) 241-0257
 eMail: PadgettR@michigan.gov**

All other contract specifications, terms and conditions remain the same.

AUTHORITY/REASON:

Per agency letter dated July 10, 2002, from Robert Padgett.

TOTAL CONTRACT VALUE REMAINS: \$90,854,226.81

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

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

July 19, 2002

**CHANGE NOTICE NO. 29
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (517) 349-2300
	VENDOR NUMBER
	BUYER (517) 373-2049 Andy Ghosh
Contract Administrator Fran Shooltz <p style="text-align: center;">Unisys Mainframe Hardware/Software - Department of Management & Budget / Michigan Information Processing Center (MIPC)</p>	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2006	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">Delivered/Installed</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

The increase in dollar amount is to accommodate the upgrade of Hardware/Software as well as future projected maintenance until the end of the existing contract. This increase would cover the Clearpath Hardware upgrade, Clearpath Software Re-Licensing, software subscription update upgrade fees, hardware maintenance for FY02-FY06, software maintenance for FY02-FY06, freight and installation fees. "Production System Upgrade Acquisition Summary" (6 pages) is enclosed.

AUTHORITY/REASON:

Change Notice mutually agreed to by the State and the Contractor.

INCREASE: \$6,972,220.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$97,826,446.81

DESCRIPTION	ACQUISITION PRICE / LICENSE FEE	FIRST YEAR MONTHLY SURETY 7 X 24 SUPPORT
ClearPath MCP Hardware	\$721,425	\$6,194
ClearPath MCP Software	\$6,531,614	\$36,274
ClearPath NX Software - Subscription Fee	\$1,020,096	N/A
Installation (all work "after hours")	\$3,468	N/A
Estimated Freight	\$100	N/A
Acquisition Summary:	\$8,276,703	\$42,468
Current NX6824-PL7 Software Surety		(\$30,128)
Unused NX6824-PL7 Software License and Subscription Fee Credit*	(\$5,428,132)	N/A
Net Acquisition Summary:	\$2,848,571	\$12,340
* The Software Credit assumes the upgraded system is installed prior to April 30, 2002. If the upgrade is installed after that date, the credit amount will be reduced by \$114,734 for each month after April 2002.		

SURETY SUPPORT CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Upgrade Hardware	\$74,328	\$78,044	\$81,947	\$86,044	\$90,346	\$410,709
New Software	\$435,288	\$457,054	\$479,906	\$503,902	\$529,094	\$2,405,243
Termination of NX6824-PL7 Software Support	(\$361,534)	(\$379,610)	(\$398,591)	(\$418,520)	(\$439,446)	(\$1,997,701)
Total:	\$148,082	\$155,488	\$163,261	\$171,425	\$179,994	\$818,251

QTY	STYLE	DESCRIPTION	ACQUISITION PRICE	INITIAL MONTHLY COMP. PLATINUM VOICE SUPPORT
1	SP5643001-CER	NX6824-PL7 to NX6836-PL7 Upgrade Kit	\$721,425	\$6,194
2	ESR 202141- Z	SYS:ESR2024 RACK/1 PWR		
2	CPU3800133-256	PROC:PIII 800MHz/256K		
2	DIM 13368-256	MEM:256MB SDRAM PC133ECC		
2	ESR 202141-OK1	ACC:ES2024 RACK OP KIT		
2	DRV 1000-SUP	ACC:DRIVER KIT		
2	ES 202141-LBU	ACC:ES2024 LABEL FOR NT		
2	ES 2024- 9G	DISK:9GB DRIVE/ES2024		
2	ES 202141- PS	POWER:250 WATT HOT PLUG		
2	TRM 6811-LVD	ACC:LVD TERM HD68F INTER		
2	PCT 1200-INT	TAPE:1GB QIC TAPE DRIVE		
4	ADP 68501-FTF	ADPTR:68 TO 50 PIN FEMAL		
2	VX 1820-CPS	INSTL:CLEARPATH APP UNIX		
2	SCP 6820-MGR	CONSOLE:MIGRATION		
1	NXM 6836-PL7	FUNCTL:Perf Lvl 67		
1	NXM 68367-PRM	PROM:Style PL67		
1	NX 6830-DOC	DOC ACC:Operational Docu		
1	NX 6820-OPC	ACC:OPERATIONAL CODE		
2	A 1003-MOD	COMM HW:REMOTE SPRT MODM		
2	NXM 6830-CCK	PROC:Migration Card Comp		
2	PMK 2-CPU	PROC:MODULE		
2	UNX 71-CMK	O/S:MEDIA KIT		
2	UXW 7-BEL	O/S:UNIXWR7 BASE 1 USER		
2	UNX 71-PSK	DRIVER:UNIXWR71 ENT DRVR		
ClearPath MCP Hardware Summary:			\$721,425	\$6,194

QTY	STYLE	DESCRIPTION	LICENSE TYPE	48 MONTH SOFTWARE LICENSE FEE	MONTHLY COMP. PLATINUM VOICE SUPPORT
1	NXP120-DBS	DATAMGT:DATABRIDGE HOST	ETP	\$66,640	\$1,157
1	NXP120-CSS	COM SW:NX SERIES BNAV2	ETP	\$35,397	\$478
	(1) NX10-NSS	COM SW:NETWORK SRVC II			
	(1) NX10-CPC	COM SW:CP2000 CONFIGRTR			
	(1) NX10-CPD	O/S:CPDLP OPER SYS			
1	NXP120-ALG	CMPLR:ALGOL/DCALGOL	ETP	\$36,437	\$492
	(1) NX10-ALG	CMPLR:ALGOL/DCALGOL			
1	NXP120-C74	CMPLR:COBOL ANSI 74	ETP	\$41,901	\$566
	(1) NX10-C74	CMPLR:COBOL ANSI 74			
1	NXP120-C85	CMPLR:COBOL ANSI 85	ETP	\$36,437	\$492
	(1) NX10-C85	CMPLR:COBOL ANSI 85			
1	NXP120-DMC	DATAMGT:DMSII CERTIFICTN	ETP	\$21,591	\$292
	(1) NX10-DMC	DATAMGT:DMSII CERTIFICTN			
1	NXP120-DMT	DMSII DM INTRPTR	ETP	\$20,635	\$278
	(1) NX10-DMT	DATAMGT:DMSII DM INTRPTR			
1	NXP120-DDM	DATAMGT:DMSII MONITOR	ETP	\$25,903	\$350
	(1) NX10-DDM	DATAMGT:DMSII MONITOR			
1	NXP120-DI2	DATAMGT:DMSII INQUIRY	ETP	\$36,662	\$496
	(1) NX10-DI2	DATAMGT:DMSII INQUIRY			
1	NXP120-ERG	DATAMGT:ERGO	ETP	\$56,145	\$758
	(1) NX10-ERG	DATAMGT:ERGO			
1	NXP120-HSV	COM SW:HOST SERVICES	ETP	\$49,500	\$668
	(1) NX10-HSV	COM SW:HOST SERVICES			
	(1) NX10-WRP	UTIL SW:WRAP FILE ENABLR			
1	NXP120-DAC	SEC SW:INFOGUARD ACC	ETP	\$94,985	\$1,283
	(1) NX10-DAC	SEC SW:INFOGUARD ACC			
1	NXP120-RMP	COM SW:REMOTE PRINT SYS	ETP	\$36,170	\$489
	(1) NX10-RMP	COM SW:REMOTE PRINT SYS			
1	NXP120-OCA	SYS MGT:SYSTEM ASSISTANT	ETP	\$21,435	\$290
	(1) NX10-OCA	SYS MGT:SYSTEM ASSISTANT			
1	NXP120-EDI	UFIL SW:EDITOR	ETP	\$17,263	\$233
	(1) NX10-EDI	UTIL SW:EDITOR			
1	NXP120-DB1	DATAMGT:DBATOOLS - ANALY	ETP	\$22,942	\$396
1	NXS68306-76	IOE NX6836-PL7 MCP 60	ETP	\$5,815,027	\$25,569
	(1) NX10-MCM	IOE:NX SYS SW COR MEDIA			
	(1) NX10-CPW	IOE:NT/MCP COMM PLAT SW			
	(1) NX10-CNN	IOE:NT/MCP COMM NW SW			

QTY	STYLE	DESCRIPTION	LICENSE TYPE	48 MONTH SOFTWARE LICENSE FEE	MONTHLY COMP. PLATINUM VOICE SUPPORT
	(1) NX6800-PSS	IOE'			
	(1) NXC4-ODL	DATAMGT:ODBC 4 USER LIC			
	(1) ICS16-CS	WRKST SW:INFOCONNECT 16			
	(1) ICS32-CS	WRKST SW:INFOCONNECT 32			
	(1) NXC50-NXV	WRKST SW:ICNXVIEW 50U LO			
	(1) BEA10-WLS	BEA:WLS INT/CPU/UIS SYS			
1	EAR120-NNC	EA RT UNL G120 NX NT	ETP	\$89,649	\$1,898
	(1) EAR999-A	LINC: EA RT 8 USR CP MC			
	(1) EAR999-NT	LINC:EA RT 8 USER WIN NT			
1	NXP120-GBE	COM SW:NNS GBIT ETHERNET	ETP	\$6,897	\$89
ClearPath MCP Software License Fee Summary:				\$6,531,614	\$36,274

QTY	STYLE	DESCRIPTION	Subscription Fee	
			ANNUAL	FOUR YEAR PERIOD
1	NXU6830-76	SUBSCRN:SSU NX68XX-76	N/A	\$957,768
1	NXU120-DB1	SUBSCRN:DBATOOLS	N/A	\$15,424
4	EAR120-SUB	SUBSCRN:EA RT ULMTD G120	\$7,876	\$31,504
1	NXP120-DBS	SUBSCRN:DBrdg Host Updat	N/A	\$15,400
Subscription Update Fee Summary:				\$1,020,096

Form No. DMB 234A (Rev. 1/96)
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**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

March 15, 2002

**CHANGE NOTICE NO. 28
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (517) 349-2300
	VENDOR NUMBER
	BUYER (517) 373-2049 Andy Ghosh
Contract Administrator Fran Shooltz <p style="text-align: center;">Unisys Mainframe Hardware/Software - Department of Management & Budget / Michigan Information Processing Center (MIPC)</p>	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2006	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">Delivered/Installed</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

This change notice Supercedes change notice #27. The actual amount of increase to the estimated contract value is \$5,671,935.40 (instead of \$5,848,810.00 as indicated in the change notice #27).

Enclosure: Revised CS7822 Configuration Summary (5 pages).

AUTHORITY/REASON:

Change Notice mutually agreed to by the State and the Contractor.

INCREASE: \$5,671,935.40

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$90,854,226.81

UNISYS

Michigan Information Processing Center

CS7822 Summary
Replacement for Existing 2200/900

Total Hardware Charges	\$ 1,719,124.00
Total Software Charges	\$ 3,945,545.00
Total Surety Charges	\$ 731,537.40
Estimated Planning & Configuration Charges (200hrs. @\$220/hr.plus expenses)	\$ 44,000.00
INS2-EBC EMC Enterprise Business Continuance Services	\$ 35,000.00
Total Installation Charges	\$ 5,136.00
Estimated Shipping Charges	\$ 3,527.00
Migration Incentive	\$ (811,934.00)
Total Two Year Cost	\$ 5,671,935.40

Form No. DMB 234A (Rev. 1/96)
 AUTHORITY: Act 431 of 1984
 COMPLETION: Required
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**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

March 7, 2002

**CHANGE NOTICE NO. 27
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (517) 349-2300
	VENDOR NUMBER
	BUYER (517) 373-2049 Andy Ghosh
Contract Administrator Fran Shooltz <p style="text-align: center;">Unisys Mainframe Hardware/Software - Department of Management & Budget / Michigan Information Processing Center (MIPC)</p>	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2006	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">Delivered/Installed</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

This Contract is hereby amended to INCREASE the Contract Value by \$5,848,810.00 for purchasing 1x-clearpath system, which will replace the existing Unisys 2200/9533, used by FIA. The increase would cover the equipment needed and maintenance projected for the next 2 years. This increase would also cover the software maintenance for the EMC ESP capacity software licenses.

Enclosure: CS7822 Hardware Configuration (5 pages)

AUTHORITY/REASON:

Change Notice mutually agreed to by the State and the Contractor.

INCREASE: \$5,848,810.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$91,031,101.41

UNISYS

Michigan Information Processing Center

CS7822 Hardware Configuration

Qty	Style	Description	Purchase Price		Comprehensive Platinum Voice Surety Charges		Installation Charge	Estimated Shipping Charge
			Unit Amount	Total Amount	Unit Monthly Amount	Total Monthly Amount		
1	CS7822	SVR:DUAL DOM, 0MB,S	\$ 850,000.00	\$ 850,000.00	\$ 6,924.00	\$ 6,924.00	\$ -	\$ 2,302.00
2	INI7-4GB	MEM:INITIAL ORDER M	\$ -	\$ -	Incl.	Incl.	\$ -	\$ 8.00
2	OSM1000-PRC	PWR CORD:IEC320-C13	\$ 13.00	\$ 26.00	\$ -	\$ -	\$ -	\$ 8.00
1	DSH600004-TBT	CABLE:TW PAR 10BAST	\$ 60.00	\$ 60.00	\$ -	\$ -	\$ -	\$ 2.00
1	SWX16-BAS	INSTL:BASE SWITCH S	\$ 7,030.00	\$ 7,030.00	\$ 217.00	\$ 217.00	\$ -	\$ 8.00
1	RM3641-LNK	INSTL:36U,41 CAB LI	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ -	\$ 4.00
1	USE1936-LC6	PWR CORD:C20/NEMA L	\$ 170.00	\$ 170.00	\$ -	\$ -	\$ -	\$ 2.00
1	CS361941-OFT	CABINET:AUXILIARY C	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 17.00
2	CS7802-CON	SVR:CONSOLE	\$ 6,892.00	\$ 13,784.00	\$ 56.00	\$ 112.00	\$ -	\$ -
6	CA225-USC	I/F:ESCON CHAN-	\$ 20,000.00	\$ 120,000.00	\$ 93.00	\$ 558.00	\$ 876.00	\$ 12.00
6	FTE25-3U	INSTL:3U FEEDTHRU W	\$ 2,151.00	\$ 12,906.00	\$ 17.00	\$ 102.00	\$ 588.00	\$ 30.00
2	FTE25-6U	INSTL:6U FEEDTHRU W	\$ 2,951.00	\$ 5,902.00	\$ 23.00	\$ 46.00	\$ 196.00	\$ 10.00
10	CA332-SCI	ADPTR:DIFF SCS1 2W	\$ 10,000.00	\$ 100,000.00	\$ 32.00	\$ 320.00	\$ 2,150.00	\$ 20.00
2	APA1000-AC2	POWER:AC ENTRY MOD	\$ 2,000.00	\$ 4,000.00	Incl.	Incl.	\$ -	\$ 32.00
1	MDM56-LAN	COMM HW:56K LAN MOD	\$ 600.00	\$ 600.00	Incl.	Incl.	\$ -	\$ 2.00
1	MON145-LCD	DISPLAY:14.5" LCD	\$ 2,400.00	\$ 2,400.00	Incl.	Incl.	\$ -	\$ 5.00
2	CA3000-ETH	I/F: ETHERNET	\$ 11,500.00	\$ 23,000.00	\$ 53.00	\$ 106.00	\$ 292.00	\$ 4.00
2	RM5-CA4	INSTL:CHANNEL ADPTR	\$ 15,000.00	\$ 30,000.00	\$ 69.00	\$ 138.00	\$ 640.00	\$ 142.00
2	CS7802-KIO	COMM HW:CSIOPK PC A	\$ 20,750.00	\$ 41,500.00	\$ 169.00	\$ 338.00	\$ -	\$ -
2	HMP5000-WS	WRKST:HMP WORKSTATION	\$ 3,900.00	\$ 7,800.00	\$ 56.00	\$ 112.00	\$ 394.00	\$ 36.00
2	PCT12000-DAT	TAPE:12/24GB DDS3 SCS1	\$ 1,100.00	\$ 2,200.00	\$ 38.00	\$ 76.00	\$ -	\$ 4.00
2	ADP68501-FTF	ADPTR:68 TO 50 PIN FEMALE	\$ 34.00	\$ 68.00	\$ -	\$ -	\$ -	\$ 4.00
2	ES202141-PS	POWER:250 WATT HOT PLUG	\$ 200.00	\$ 400.00	Incl.	Incl.	\$ -	\$ 4.00
2	B25-LC	PWR CORD:LINE CORD	\$ 1.00	\$ 2.00	Incl.	Incl.	\$ -	\$ 4.00
Totals				\$ 1,227,098.00		\$ 9,049.00	\$ 5,136.00	\$ 2,660.00

CS7822 Software Configuration

Qty	Style	Description	Two Year License Charge	Comprehensive Platinum Voice Surety	
				Monthly Unit Charge	Total Annual Amount
1	CSW20-ESS	SYS MGT:CS7802 ESS	\$ -	\$ 99.00	\$ 1,188.00
1	SMS7001-SBE	SYS MGT:SPO BASIC E	\$ 894.00	\$ 23.00	\$ 276.00
1	ESR7000-SER	SERV:ES7K E-SERVICE	\$ -	\$ -	\$ -
1	CSL78022-703	IOE:CS7802 IMG ENBL	\$ 935,000.00	\$ 4,888.00	\$ 58,656.00
2	CS7802-VOY	SYS MGT:VALUE TOOLS	\$ -	\$ -	\$ -
1	CSP2080-ASC	CMPLR:COBOL ASCII M	\$ 96,317.00	\$ 772.00	\$ 9,264.00
1	CSP2080-DFP	CMPLR:DFP MX	\$ 8,867.00	\$ 71.00	\$ 852.00
1	6810-00	FILE MGT:MEDIA MANA	\$ -	\$ -	\$ -
1	CSP2080-DDP	COM SW:DDP-FJT MX	\$ 57,474.00	\$ 461.00	\$ 5,532.00
1	CSP2080-LA1	SYS MGT:LA MX	\$ 25,489.00	\$ 204.00	\$ 2,448.00
1	CSP2080-MSR	SYS MGT:MSAR MX	\$ 21,238.00	\$ 170.00	\$ 2,040.00
1	CSP2080-OSM	SYS MGT:OSAM MX	\$ 30,295.00	\$ 243.00	\$ 2,916.00
1	CSP2080-PAR	SYS MGT:PAR MX	\$ 59,924.00	\$ 481.00	\$ 5,772.00
1	CSW20-BLD	UTIL SW:BUILD CPX	\$ 63.00	\$ -	\$ -
1	CSP2080-DMQ	DATAMGT:NET DB W/O	\$ 98,521.00	\$ 2,578.00	\$ 30,936.00
1	CSP2080-OCB	CMPLR:OOCOBOL 85	\$ 79,924.00	\$ 641.00	\$ 7,692.00
1	CSP2080-FTX	COM SW:CP FTP AND T	\$ 43,065.00	\$ 329.00	\$ 3,948.00
1	CSP2080-TLU	SYS MGT:TAPE-LABEL-	\$ 5,050.00	\$ 39.00	\$ 468.00
1	CSS78026-17	IOE:CS7802 425	\$ 2,477,750.00	\$ 12,952.00	\$ 155,424.00
1	ECH20-CH	CALL HOME SERVICE OS2200	\$ -	\$ -	\$ -
Subtotal - Two Year License Charges			\$ 3,939,871.00	\$ 23,951.00	\$ 287,412.00

Qty	Style	Description	One-time License Charge	Comprehensive Platinum Voice Surety	
				Monthly Unit Charge	Total Annual Amount
4	PC1-XVE	WRKST SW:XVISION EC	\$ 481.00	\$ 7.00	\$ 336.00
Subtotal - One-time License Charges			\$ 1,924.00	\$ 28.00	\$ 336.00
Total Software Charges			\$ 3,941,795.00	\$ 23,979.00	\$ 287,748.00

Comprehensive Platinum Voice Surety Summary

Comprehensive Platinum Voice Surety	Total Monthly Charges	Year 1	Year 2	Total
Hardware	\$ 9,049.00	\$ 108,588.00	\$ 114,017.40	
Less: Standard No Charge Maintenance		\$ (77,268.00)	\$ (384.00)	
Total Hardware		\$ 31,320.00	\$ 113,633.40	\$ 144,953.40
Total Software	\$ 23,979.00	\$ 287,748.00	\$ 302,135.40	\$ 589,883.40
Grand Totals		\$ 319,068.00	\$ 415,768.80	\$ 734,836.80

Michigan Information Processing Center
 EMC Disk Upgrade
 Hardware, Software, Maintenance and Services

Qty	Style	Description	Acquisition Price or Licensing Fee		Warranty Months	Monthly Comprehensive Platinum Voice		Estimated Freight Charges	
			Unit	Extended		Unit	Extended		
34	UPG8031-36M	35.8GB Mirrored (2 Physical Drives) Upgrade	\$ 8,000.00	\$ 272,000.00	24	\$ 120.00	\$ 4,080.00	\$ 170.00	
1	MEM2048-3UP	2048MB Cache Memory Upgrade	\$ 32,000.00	\$ 32,000.00	24	\$ 750.00	\$ 750.00	\$ 4.00	
1	MEM4096-3UP	4096MB Cache Memory Upgrade	\$ 47,000.00	\$ 47,000.00	24	\$ 1,500.00	\$ 1,500.00	\$ 4.00	
1	DPC3-SCC	ESCON Channel Director	\$ 16,400.00	\$ 16,400.00	24	\$ 50.00	\$ 50.00	\$ 2.00	
6	SBC1-31	31M Fiber Cables	n/c	n/c	n/a			\$ 12.00	
6	SYM8000-SIL	Silencer 8000	\$ 1,250.00	\$ 7,500.00	n/a				
1	ESP1-T7	ESP Capacity Software (One-time Charge)	\$ 93,750.00	\$ 93,750.00	n/a	\$ 1,600.00	\$ 1,600.00		
1	INS2-EBC	Enterprise Business Continuance Services	\$ 35,000.00	\$ 35,000.00	n/a				
Summary									
			Year 1	Year 2					
			\$ 19,200.00	\$ 20,160.00					
Estimated Surety Support									
Total Two Year Outlay for Acquisition and Support:									\$ 7,980.00
									\$ 192.00
									\$ 543,202

UNISYS

Michigan Information Processing Center

CS7822 Summary
Replacement for Existing 2200/900

Total Hardware Charges	\$	1,227,098.00
Total Software Charges	\$	3,941,795.00
Total Surety Charges	\$	734,836.80
Total EMC Upgrade Charges		\$543,202
Planning & Configuration Charges (200hrs. @\$220/hr.)	\$	44,000.00
Total Installation Charges	\$	5,136.00
Estimated Shipping Charges	\$	2,660.00
Migration Incentive	\$	(649,908.00)
Total Two Year Cost	\$	5,848,819.80

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

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

February 11, 2002

**CHANGE NOTICE NO. 26
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (517) 349-2300
	VENDOR NUMBER
	BUYER (517) 373-2049 Andy Ghosh
Contract Administrator Fran Shooltz <p style="text-align: center;">Unisys Mainframe Hardware/Software - Department of Management & Budget / Michigan Information Processing Center (MIPC)</p>	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2006	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">Delivered/Installed</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

This Contract is hereby amended to INCREASE the Contract Value by \$2,351,484.00 for the renewal of software license for the 2200/900 main frame. This increase will cover costs for the 2002 fiscal year.

AUTHORITY/REASON:

Change Notice mutually agreed to by the State and the Contractor.

INCREASE: \$2,351,484.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$85,182,291.41

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

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

June 19, 2001

**CHANGE NOTICE NO. 25
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (517) 349-2300
	VENDOR NUMBER
	BUYER (517) 373-2049 Andy Ghosh
Contract Administrator Fran Shooltz <p style="text-align: center;">Unisys Mainframe Hardware/Software - Department of Management & Budget / Michigan Information Processing Center (MIPC)</p>	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2006	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">Delivered/Installed</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

This Contract is hereby amended to INCREASE the Contract Value by \$5,284,653.00 for the lease of the Clear Path System to upgrade Michigan State Police System from A18223-HTE to a NX6822-PL4. The total cost includes software, maintenance (5 years), services, 36 track tape, tape maintenance (5 years) and freight.

AUTHORITY/REASON:

Change Notice mutually agreed to by the State and the Contractor.

INCREASE: \$5,284,653.00

TOTAL ESTIMATED CONTRACT VALUE: \$82,830,807.41

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

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

June 12, 2001

**CHANGE NOTICE NO. 24
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (517) 349-2300
	VENDOR NUMBER
	BUYER (517) 373-2049 Andy Ghosh
Contract Administrator Fran Shooltz <p style="text-align: center;">Unisys Mainframe Hardware/Software - Department of Management & Budget / Michigan Information Processing Center (MIPC)</p>	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2006	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">Delivered/Installed</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

This Contract is hereby amended to INCREASE the Contract Value by \$483,062.00 to cover the purchase of Data Bridge Software for the Michigan Information Processing Center (MIPC) Production and MIPC development system.

AUTHORITY/REASON:

Change Notice mutually agreed to by the State and the Contractor.

INCREASE: \$483,062.00

TOTAL ESTIMATED CONTRACT VALUE: \$77,546,154.41

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

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

February 26, 2001

**CHANGE NOTICE NO. 23
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (517) 349-2300
	VENDOR NUMBER
	BUYER (517) 373-2049 Andy Ghosh
Contract Administrator Fran Shooltz <p style="text-align: center;">Unisys Mainframe Hardware/Software - Department of Management & Budget / Michigan Information Processing Center (MIPC)</p>	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2006	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">Delivered/Installed</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

Please note that the buyer of this contract is now Andy Ghosh.

AUTHORITY/REASON:

DMB/OOP

TOTAL ESTIMATED CONTRACT VALUE: \$77,063,092.41

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

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

December 14, 2000

**CHANGE NOTICE NO. 22
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (517) 349-2300
	VENDOR NUMBER
	BUYER (517) 373-2049 Lisa Arnott
Contract Administrator Fran Shooltz <p style="text-align: center;">Unisys Mainframe Hardware/Software - Department of Management & Budget / Michigan Information Processing Center (MIPC)</p>	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2006	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">Delivered/Installed</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE(S):

This Contract is hereby amended to increase the Contract Value by \$15,996,718.00 to cover the four year extension in Change Notice # 21 and several major equipment purchases & upgrades and associated services per the attached Unisys proposal.

AUTHORITY/REASON:

Change Notice mutually agreed to by the State and the Contractor.

INCREASE: \$15,996,718.00

TOTAL ESTIMATED CONTRACT VALUE BECOMES: \$77,063,092.41

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

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

November 13, 2000

**CHANGE NOTICE NO. 21
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (517) 349-2300
	VENDOR NUMBER
	BUYER (517) 241-1647 Irene L. Pena
Contract Administrator Fran Shooltz <p style="text-align: center;">Unisys Mainframe Hardware/Software - Department of Management & Budget / Michigan Information Processing Center (MIPC)</p>	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2006	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">Delivered/Installed</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE(S):

Contract extended till January 1, 2006.

AUTHORITY/REASON:

Contract extension agreed per Unisys Corporation and Director, Computer Services.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$61,066,374.41

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

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

October 26, 2000

**CHANGE NOTICE NO. 20
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (517) 349-2300
	VENDOR NUMBER
	BUYER (517) 241-1647 Irene L. Pena
Contract Administrator Fran Shooltz <p style="text-align: center;">Unisys Mainframe Hardware/Software - Department of Management & Budget / Michigan Information Processing Center (MIPC)</p>	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2002	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">Delivered/Installed</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE(S):

Change Notice to execute the lease for equipment identified on Schedule 03 and 04.
 Schedules attached.

AUTHORITY/REASON:

Change mutually agreed to.

INCREASE: \$446,641.95

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$61,066,374.41

CONTRACT #071B5000692
Change Notice #20
Attachment

Key Municipal Finance

A Division of Key Corporate Capital, Inc.



CONTRACT #071B5000692
Change Notice #20

September 26, 2000

State of Michigan
Mr. John Cheeseman
611 West Ottawa
Lansing, MI 48933

re: Unisys Leasing Corporation Equipment Lease Schedule Nos. 03 and 04

Dear Mr. Cheeseman:

Enclosed you will find lease documents related to Equipment Lease Schedule Nos. 03 and 04. I have prepared these documents at the request of Mr. Larry Bajek, Unisys Leasing Corporation.

The following items are included in the package for your review and signature:

Schedule No. 03:

- Equipment Lease Schedule No. 03
- Exhibit A to Equipment Lease Schedule No. 03
- Certificate of Acceptance
- State of Michigan UCC1 Form.
- IRS Form 8038G
- Notice and Acknowledgement of Assignment of Equipment Lease Schedule No. 03 to Ford Motor Credit Company

Schedule No. 04:

- Equipment Lease Schedule No. 04
- Exhibit A to Equipment Lease Schedule No. 04
- Certificate of Acceptance
- State of Michigan UCC1 Form.
- IRS Form 8038G
- Notice and Acknowledgement of Assignment of Equipment Lease Schedule No. 04 to Ford Motor Credit Company

Once executed, you may return the original documents to me in the enclosed, pre-paid, self-addressed Airborne Express package.

Please contact either Larry Bajek at 908-771-5158 or me at 720-304-1072 with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Kristin Shrader".

Kristin Shrader
Director, Operations and Syndications

1000 South McCaslin Boulevard, Superior CO 80027
Tel: (720) 304-1285 Fax: (720) 304-1479

Form 8038-G (Rev. May 1999) <small>Department of the Treasury Internal Revenue Service</small>	Information Return for Tax-Exempt Governmental Obligations Under Internal Revenue Code Section 149 (e) See separate instructions Caution: Use Form 8038-GC if the issue price is under \$100,000	Control # 7434 OMB No. 1545-0720
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Part I Reporting Authority		If Amended Return, Check here <input type="checkbox"/>
1 Issuer's name State of Michigan, acting by and through the Department of Management and Budget Computing Services		2 Issuer's employer identification 38-6000134
3 Number and street (or P. O. box if mail is not delivered to Street address) P.O. Box 30026	Room/suite	4 Report number G 2000 -
5 City, town, or post office, state, and ZIP code Lansing, Michigan 48909		6 Date of Issue
7 Name of issue		8 CUSIP number
9 Name and title of officer or legal representative whom the IRS may	10 Telephone number of officer or legal representative	

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule		
11 <input type="checkbox"/> Education	11	
12 <input type="checkbox"/> Health and hospital	12	
13 <input type="checkbox"/> Transportation	13	
14 <input type="checkbox"/> Public safety	14	
15 <input type="checkbox"/> Environment (including sewage bonds)	15	
16 <input type="checkbox"/> Housing	16	
17 <input type="checkbox"/> Utilities	17	
18 <input checked="" type="checkbox"/> Other. Describe (see instructions) Drives, Servers, EMC Disk	18	\$1,453,422
19 If obligations are TANs or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check <input checked="" type="checkbox"/>		

Part III Description of Obligations (Complete for the entire issue for which this form is being filed)				
(a) Final Maturity date	(b) Issue Price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 N/A	\$1,453,422	\$ N/A	3 years	8.55 %

Part IV Uses of Proceeds of Bonds Issue (including underwriters' discount)		N/A
22 Proceeds used for accrued interest	22	
23 Issue Price of entire issue (Enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably require reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)		N/A
31 Enter the remaining weighted average maturity of the bonds to be currently refunded		years
32 Enter the remaining weighted average maturity of the bonds to be advanced refunded		years
33 Enter the last date on which the refunded bonds will be called		
34 Enter the date(s) the refunded bonds were issued		

Part VI Miscellaneous		N/A
35 Enter the amount of the state volume cap allocated to the issue under section 141 (b)(5)	35	
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a	
b Enter the final maturity date of the guaranteed investment contract		
37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	37a	
b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer and the date of the issue		
38 If the issuer has designated the issue under section 265 (b)(3)(B)(i)(III) (smaller issuer exception), check box <input type="checkbox"/>		
39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>		
40 If the issuer has identified a hedge, check box <input type="checkbox"/>		

Please Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct and complete.

For the State of Michigan
Joseph D. Chin, Jr.
 Signature of issuer's authorized representative Date: 9/27/00

JOSEPH D. CHIN, JR
 DIRECTOR, TECHNOLOGY &
 PROF. SERV. DIVISION
 Type or print name and title

Key Municipal Finance, a division of Key Corporate Capital Inc.

NOTICE AND ACKNOWLEDGMENT OF SALE OF RENTAL PAYMENTS AND ASSIGNMENT OF LEASE

Unisys Corporation ("Contractor") and State of Michigan, acting by and through the Department of Management and Budget, Computing Services ("State") have entered into a Lease to Purchase Rider dated January 24, 2000 under which State has, or will have prior to its execution hereof, leased Equipment (the "Equipment") described in Equipment Lease Schedule No. 03 (such Agreement and Schedule are hereinafter collectively called the "Agreement"). Pursuant to Section 7 of Equipment Lease Schedule No. 03, Contractor has assigned its interest in the Agreement, in the leased Equipment and in the Rental Payments to Key Municipal Finance, a division of Key Corporate Capital Inc. ("KMF").

State is hereby notified that KMF is assigning its interest in the Agreement, in the leased Equipment, and in the Rental Payments and all other amounts provided for under the Agreement to the Assignee listed below ("Assignee").

"ASSIGNEE"

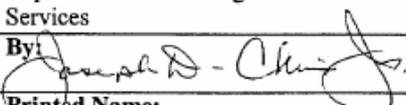
Ford Motor Credit Company FMCC Building MD-7500 The American Road P.O. Box 1739 Dearborn, MI 48121-1739

Unless directed otherwise by the Assignee, KMF will continue to administer the Agreement and State should continue to pay any and all rental payments and other amounts due with respect to which KMF renders an invoice, to the address as directed on said invoice.

By signing this Notice and Acknowledgment, State agrees that, if so notified, it will pay all amounts due under the Agreement to the Assignee without any set-off or deduction whatsoever notwithstanding any defect in, damage to, or requisition of any property leased under the Agreement, any other similar or dissimilar event, any defense, set-off, counterclaim or recoupment arising out of any claim against Contractor, KMF or Assignee.

State further agrees that Assignee has not assumed any duties under the Agreement or made any warranties whatsoever as to the Agreement or the Equipment. State agrees that no change may be made to the Agreement without the prior written consent of the Assignee.

In signing this, State warrants that its representations and warranties under the Agreement are true and correct on the date hereof.

KMF: Key Municipal Finance, a division of Key Corporate Capital, Inc.	State: State of Michigan, acting by and through the Department of Management and Budget, Computing Services
By:	By: 
Printed Name:	Printed Name: JOSEPH D. CAIN JR
Title:	Title: DIRECTOR, TECH & PROF SERV. DIV
Date:	Date: 9/27/00

Schedule 1

SECURED PARTY: Unisys Leasing Corporation

DEBTOR: STATE OF MICHIGAN, ACTING BY AND THROUGH THE DEPARTMENT OF
MANAGEMENT AND BUDGET, COMPUTING SERVICES

This financing statement covers all of Debtor's right, title and interest in and to the following described equipment leased to Debtor under Equipment Lease Schedule No. 03 dated June 13, 2000 to that certain Lease to Purchase Rider dated as of January 24, 2000, in each case between Debtor, as lessee, and Secured Party, as lessor, together with all accessions, substitutions and replacements thereto and therefor, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof (but without power of sale):

All equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

UNISYS LEASING CORPORATION
EQUIPMENT LEASE SCHEDULE NO. 03 , DATED June 13, 2000
 FOR THE STATE OF MICHIGAN, ACTING BY AND THROUGH THE DEPARTMENT OF MANAGEMENT AND
 BUDGET, COMPUTING SERVICES

1. THE TERMS AND PROVISIONS OF THE LEASE TO PURCHASE RIDER BETWEEN THE STATE OF MICHIGAN, ACTING BY AND THROUGH THE DEPARTMENT OF MANAGEMENT AND BUDGET, COMPUTING SERVICES (THE "STATE") AND UNISYS CORPORATION (THE "CONTRACTOR") AND ASSIGNED TO UNISYS LEASING CORPORATION ("ULC") DATED JANUARY 24, 2000 (OTHER THAN TO THE EXTENT THAT THEY RELATE SOLELY TO OTHER SCHEDULES OR EQUIPMENT LISTED ON OTHER SCHEDULES) ARE HEREBY INCORPORATED BY REFERENCE AND MADE A PART HEREOF. STATE PERMITS ULC TO INSERT SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY ULC.

2. STATE PURCHASE ORDER NUMBER: 074P 0000936 (State to supply)

3. RENTAL TERM: 36 months.

4. MONTHLY RENTAL PAYMENT: \$45,912.90.

5. DEFERRED INTEREST (PRINCIPAL AND INTEREST SCHEDULE):

Pay #	Rental Payment	Deferred Interest	Remaining Principal Balance*
1	45,912.90	10,352.51	1,460,397.46
2	45,912.90	10,099.22	1,423,509.37
3	45,912.90	9,844.13	1,386,358.54
4	45,912.90	9,587.21	1,348,943.08
5	45,912.90	9,328.47	1,311,261.12
6	45,912.90	9,067.88	1,273,310.75
7	45,912.90	8,805.44	1,235,090.07
8	45,912.90	8,541.13	1,196,597.15
9	45,912.90	8,274.94	1,157,830.05
10	45,912.90	8,006.85	1,118,786.82
11	45,912.90	7,736.85	1,079,465.49
12	45,912.90	7,464.93	1,039,864.08
13	45,912.90	7,191.07	999,980.59
14	45,912.90	6,915.26	959,813.02
15	45,912.90	6,637.48	919,359.34
16	45,912.90	6,357.73	878,617.52
17	45,912.90	6,075.98	837,585.50
18	45,912.90	5,792.23	796,261.21
19	45,912.90	5,506.46	754,642.58
20	45,912.90	5,218.65	712,727.50
21	45,912.90	4,928.79	670,513.87
22	45,912.90	4,636.87	627,999.55
23	45,912.90	4,342.86	585,182.42
24	45,912.90	4,046.77	542,060.30
25	45,912.90	3,748.56	498,631.03
26	45,912.90	3,448.23	454,892.42
27	45,912.90	3,145.76	410,842.27
28	45,912.90	2,841.14	366,478.35
29	45,912.90	2,534.34	321,798.44
30	45,912.90	2,225.36	276,800.27
31	45,912.90	1,914.18	231,481.60
32	45,912.90	1,600.79	185,840.12
33	45,912.90	1,285.16	139,873.55
34	45,912.90	967.28	93,579.56
35	45,912.90	647.14	46,955.83
36	45,912.90	324.72	0.00
Total	1,652,864.36	199,442.36	

* Balance does not include Rental Payment and is due on the Rental Payment Due Date along with the then due Rental Payment. Balance includes the un-amortized cost of the Equipment, P&C Insurance, legal opinions and set-up. Balance does not contain a prepayment penalty.

UNISYS LEASING CORPORATION
EQUIPMENT LEASE SCHEDULE NO. 03 , DATED JUNE 13, 2000
 FOR THE STATE OF MICHIGAN, ACTING BY AND THROUGH THE DEPARTMENT OF MANAGEMENT AND
 BUDGET, COMPUTING SERVICES
 Page 2 of 2

6. **EQUIPMENT:** The equipment leased under this Equipment Lease Schedule shall be the Equipment identified on the documents which are stamped "EXHIBIT A" and are hereby incorporated by reference.
7. **ASSIGNMENT:** State is hereby notified that ULC has assigned its interest in this Equipment Lease Schedule, in the leased Equipment, and in the Rental Payments and all other amounts provided for under this Equipment Lease Schedule. Lessee is hereby directed to pay any and all Rental Payments and other amounts due with respect to which ULC's assignee ("Assignee") renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:

"ASSIGNEE"

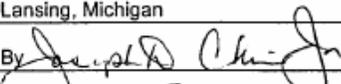
Key Municipal Finance, a division of
 Key Corporate Capital Inc.
 1000 South McCaslin Boulevard
 Superior, CO 80027

Unisys Leasing Corporation 1000 South McCaslin Boulevard Superior, Colorado 80027
By:
Printed Name:
Title:
Date:

State of Michigan Department of Management and Budget, Office of Purchasing, on behalf of Computing Services Lansing, Michigan
By: <i>Joseph D. Chin Jr.</i>
Printed Name: JOSEPH D. CHIN JR
Title: DIRECTOR, TECH. & PROF. SERV. DIV.
Date: 9/27/00

EXHIBIT A
TO
EQUIPMENT LEASE SCHEDULE NO. 03 , DATED JUNE 13, 2000
FOR THE STATE OF MICHIGAN, ACTING BY AND THROUGH THE DEPARTMENT OF MANAGEMENT AND
BUDGET, COMPUTING SERVICES

QTY	STYLE	DESCRIPTION
12	SNFC314	DIFF, SCSI, SW LASER GLM
12	8912999108	100M 50 MICRON SC DUPLEX FIBER CB
6	SNFC316	DIFF, SCSI, LW LASER GLM
7	SNFC321	FC SCSI ROUTER, 3200
7	8912998303	1 LONG WAVE GBIC, 3200
2	WDMB008	25-16 BASE CHASSIS, SLOT 1-8
2	WDME016	25-16 EXPANSION CHASSIS, SLOTS 9-16
2	462198-201	HS1 CHANNEL 1 MOD 25-16
2	462198-202	HS1 CHANNEL 2 MOD 25-16
2	462198-203	HS1 CHANNEL 3 MOD 25-16
2	462198-204	HS1 CHANNEL 4 MOD 25-16
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2	462198-206	HS1 CHANNEL 6 MOD 25-16
2	462198-207	HS1 CHANNEL 7 MOD 25-16
2	462198-208	HS1 CHANNEL 8 MOD 25-16
1	462498-209	HS1 CHANNEL 9 MOD 25-16
4	640423-000	SHELF FOR OPEN FRAME (23" TIA RACK)
2	SNMP00-02	STD SNMP FOR 25-16 CHASSIS
2	SNMP00-04	REQUIRED OPTION FOR WDME016
1	690113998	MISC. CABLES & CONNECTORS
1	CLU6000-HS2	ETP
2	CLU2000-SRX	ENHNC:SCSI SERIAL EXP
1	CLU2000-SVR	ENHNC:CLU SERVER RS423
2	CTS5236-8S6	2 CTS5236-4S6 TAPE UNITS
1	CLU2000-10T	ENHNC:SCSI/10/100BASET
8	CA322-OMC	SCSI WIDE MICROCODE
24	CBL133-40	40' SCSI CABLE TO/FROM CHANNEL EXTENDER
4	INT18-SCW	INTERNAL CHANNEL CABLE - SINGLE INITIATE
4	CTS5236-E4L	EE UPGRADE - 4CTU LIBRARY

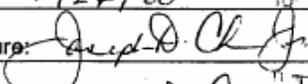
State of Michigan Department of Management and Budget, Office of Purchasing, on behalf of Computing Services Lansing, Michigan
By: 
Printed Name: JOSEPH D. CHIN, JR
Title: DIRECTOR, TECH & PROF SERV. DIV.
Date: 9/27/00

UNISYS LEASING CORPORATION
CERTIFICATE OF ACCEPTANCE
FOR EQUIPMENT LEASE SCHEDULE NUMBER 03, DATED JUNE 13, 2000

FOR STATE PURCHASE ORDER NUMBER: 071 P 0000 936

THE UNDERSIGNED ACKNOWLEDGES THAT:

1. The Equipment described in the above-referenced Equipment Lease Schedule is delivered, installed available for use and placed in services as of the Acceptance Date indicated below.
2. Such Equipment is considered a completed Deliverable, has passed any required acceptance testing, is in good operating condition and repair, and is accepted as satisfactory in all respects for the purposes the Lease and the Contract.
3. The State will commence payment in accordance with the provisions of the Lease, beginning on the first day of the first month following the Acceptance Date noted below unless the Acceptance Date is the first day of the month in which case payment shall begin on the Acceptance Date.

State of Michigan Department of Management and Budget, Office of Purchasing, on behalf of Computing Services Lansing, Michigan
Acceptance Date: <u>9/27/00</u>
Authorized Signature: 
Name Typed or Printed: <u>JOSEPH D. CHIN JR</u>
Title: <u>DIRECTOR, TECH. & PROF. SERV. DIV</u>

This FINANCING STATEMENT is presented for filing pursuant to the Michigan Uniform Commercial Code.

(Please Type All Information)

1101P 11090

FOR FILING OFFICER (Date, Time, Number, and Filing Officer)

1. Debtor(s) (Last Name First, if individual) & Address(es)

0094639000240000

Soc. Security #/Tax ID #

DO NOT WRITE IN THIS SPACE

Filed With: - MICHIGAN

State of Michigan, acting by and through the Dept. of Management and Budget Computing Services

38-6000134

Address

7064 Crowner Drive

City

DIMONDALE

State

MI

Zip Code

48821

Debtor(s) (Last Name First, if individual) & Address(es)

Address

City

State

Zip Code

2. If filing without debtor signature, item a, b, c, or d must be marked [X]

a. [] Collateral was already subject to the security interest in another state when it was brought into Michigan, or when the Debtor's location changed to Michigan;

b. [] Collateral is proceeds of the original collateral in which a security interest was perfected;

c. [] A previous filing covering the collateral has lapsed (Prev. Filing #);

d. [] The filing covers collateral acquired after a change of name identity, or corporate structure of Debtor (MCLA 440.9402(2) & (7)) FROM: _____

(Prev. Filing #);

3. Secured Party(ies) and Address(es)

Unisys Leasing Corporation

1000 South McCaslin Blvd

Superior, CO 80227

Secured Party #

5. No. of Add'l Sheets

6. State Account No.

7. (Mark [X] if applicable).

[] Products of collateral are also covered.

[] The debtor is a transmitting utility as defined in MCLA 440.9105 (1)(0).

4. MAIL ACKNOWLEDGEMENT COPY TO:

Data File Services, Inc.

P.O. Box 275

Van Nuys, CA 91408-2750

800-331-3282

818-909-4717

8. Assignee(s) (if any) and Address(es)

Key Municipal Finance, A Division

of Key Corporate Capital Inc.

1000 South McCaslin Boulevard

Superior, CO 80227

Secured Party #

9. This financing statement covers the following types (or items) of property:

See Schedule 1, consisting of 2 pages, attached hereto and incorporated herein by this reference.

Schedule #03

State of Michigan, acting by and through the Dept. of Management and Budget Computing Services

Unisys Leasing Corporation

FOR THE State of Michigan
Joseph D. Chiz Jr.
Signature(s) of Debtor(s)

x
Signature(s) of Secured Party(ies) or Assignee(s) of Record

x
Signature(s) of Debtor(s)

x
Signature(s) of Secured Party(ies) or Assignee(s) of Record

IF YOU WISH THE ACKNOWLEDGEMENT COPY TO BE MAILED TO AN ADDRESS OTHER THAN THE SECURED PARTY SHOWN IN ITEM 3, PROVIDE COMPLETE MAILING INFORMATION IN ITEM 4.

Prepared with UCC Direct for Windows. Data File Services, Inc., P.O. Box 275, Van Nuys, CA, 91408-0275 Tel (818) 909-2200
(1) SECRETARY OF STATE COPY



EXHIBIT A

QTY	STYLE	DESCRIPTION
12	SNFC314	DIFF, SCSI, SW LASER GLM
12	8912999108	100M 50 MICRON SC DUPLEX FIBER CB
6	SNFC316	DIFF, SCSI, LW LASER GLM
7	SNFC321	FC SCSI ROUTER, 3200
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2	WDME016	25-16 EXPANSION CHASSIS, SLOTS 9-16
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1	690113998	MISC. CABLES & CONNECTORS
1	CLU6000-HS2	ETP
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1	CLU2000-10T	ENHNC:SCSI/10/100BASET
8	CA322-OMC	SCSI WIDE MICROCODE
24	CBL133-40	40' SCSI CABLE TO/FROM CHANNEL EXTENDER
4	INT18-SCW	INTERNAL CHANNEL CABLE - SINGLE INITIATE
4	CTS5236-E4L	EE UPGRADE - 4CTU LIBRARY

UNISYS LEASING CORPORATION
EQUIPMENT LEASE SCHEDULE NO. 04 , DATED June 13, 2000
 FOR THE STATE OF MICHIGAN, ACTING BY AND THROUGH THE DEPARTMENT OF MANAGEMENT AND BUDGET, COMPUTING SERVICES

1. THE TERMS AND PROVISIONS OF THE LEASE TO PURCHASE RIDER BETWEEN THE STATE OF MICHIGAN, ACTING BY AND THROUGH THE DEPARTMENT OF MANAGEMENT AND BUDGET, COMPUTING SERVICES (THE "STATE") AND UNISYS CORPORATION (THE "CONTRACTOR") AND ASSIGNED TO UNISYS LEASING CORPORATION ("ULC") DATED JANUARY 24, 2000 (OTHER THAN TO THE EXTENT THAT THEY RELATE SOLELY TO OTHER SCHEDULES OR EQUIPMENT LISTED ON OTHER SCHEDULES) ARE HEREBY INCORPORATED BY REFERENCE AND MADE A PART HEREOF. STATE PERMITS ULC TO INSERT SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY ULC.
2. STATE PURCHASE ORDER NUMBER: 071P 0000 936 (State to supply)
3. RENTAL TERM: 36 months.
4. MONTHLY RENTAL PAYMENT: \$57,073.54.
5. DEFERRED INTEREST (PRINCIPAL AND INTEREST SCHEDULE):

Pay #	Rental Payment	Deferred Interest	Remaining Principal Balance*
1	57,073.54	12,833.08	1,816,103.76
2	57,073.54	12,518.97	1,770,212.55
3	57,073.54	12,202.62	1,723,995.50
4	57,073.54	11,884.04	1,677,450.30
5	57,073.54	11,563.19	1,630,574.63
6	57,073.54	11,240.06	1,583,366.14
7	57,073.54	10,914.63	1,535,822.46
8	57,073.54	10,586.90	1,487,941.22
9	57,073.54	10,256.84	1,439,720.02
10	57,073.54	9,924.44	1,391,156.44
11	57,073.54	9,589.67	1,342,248.05
12	57,073.54	9,252.53	1,292,992.41
13	57,073.54	8,913.00	1,243,387.04
14	57,073.54	8,571.05	1,193,429.48
15	57,073.54	8,226.68	1,143,117.21
16	57,073.54	7,879.86	1,092,447.71
17	57,073.54	7,530.58	1,041,418.46
18	57,073.54	7,178.82	990,026.90
19	57,073.54	6,824.56	938,270.44
20	57,073.54	6,467.79	886,146.52
21	57,073.54	6,108.48	833,652.50
22	57,073.54	5,746.63	780,785.78
23	57,073.54	5,382.20	727,543.69
24	57,073.54	5,015.18	673,923.58
25	57,073.54	4,645.56	619,922.76
26	57,073.54	4,273.32	565,538.53
27	57,073.54	3,898.43	510,768.16
28	57,073.54	3,520.88	455,608.92
29	57,073.54	3,140.65	400,058.05
30	57,073.54	2,757.72	344,112.75
31	57,073.54	2,372.08	287,770.24
32	57,073.54	1,983.69	231,027.69
33	57,073.54	1,592.55	173,882.26
34	57,073.54	1,198.62	116,331.09
35	57,073.54	801.91	58,371.31
36	57,073.54	402.37	0.00
Total	2,054,647.59	247,199.59	

* Balance does not include Rental Payment and is due on the Rental Payment Due Date along with the then due Rental Payment. Balance includes the un-amortized cost of the Equipment, P&C Insurance, legal opinions and set-up. Balance does not contain a prepayment penalty.

UNISYS LEASING CORPORATION
EQUIPMENT LEASE SCHEDULE NO. 04 , DATED JUNE 13, 2000
FOR THE STATE OF MICHIGAN, ACTING BY AND THROUGH THE DEPARTMENT OF MANAGEMENT AND
BUDGET, COMPUTING SERVICES
 Page 2 of 2

6. **EQUIPMENT:** The equipment leased under this Equipment Lease Schedule shall be the Equipment identified on the documents which are stamped "EXHIBIT A" and are hereby incorporated by reference.
7. **ASSIGNMENT:** State is hereby notified that ULC has assigned its interest in this Equipment Lease Schedule, in the leased Equipment, and in the Rental Payments and all other amounts provided for under this Equipment Lease Schedule. Lessee is hereby directed to pay any and all Rental Payments and other amounts due with respect to which ULC's assignee ("Assignee") renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:

"ASSIGNEE"

Key Municipal Finance, a division of
 Key Corporate Capital Inc.
 1000 South McCaslin Boulevard
 Superior, CO 80027

Unisys Leasing Corporation 1000 South McCaslin Boulevard Superior, Colorado 80027
By:
Printed Name:
Title:
Date:

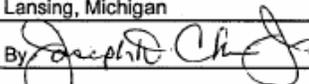
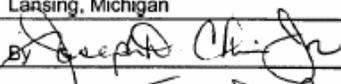
State of Michigan Department of Management and Budget, Office of Purchasing, on behalf of Computing Services Lansing, Michigan
By: 
Printed Name: JOSEPH D. CHIN JR
Title: DIRECTOR, TECH. & PROF SERV. DIV.
Date: 9/27/00

EXHIBIT A
TO
EQUIPMENT LEASE SCHEDULE NO. 04 , DATED JUNE 13, 2000
FOR THE STATE OF MICHIGAN, ACTING BY AND THROUGH THE DEPARTMENT OF MANAGEMENT AND
BUDGET, COMPUTING SERVICES

QTY	STYLE	DESCRIPTION
1	SNFC314	DIFF, SCSI, SW LASER GLM
1	8912999108	100M 50 MICRON SC DUPLEX FIBER CB
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1	690113998	MISC. CABLES & CONNECTORS
4	CTS5236-8S6	2 CTS5236-4S6 TAPE UNITS
8	CA322-OMC	SCSI WIDE MICROCODE
20	CBL133-40	40' SCSI CABLE TO/FROM CHANNEL EXTENDER
2	CBL133-80	80' SCSI CABLE TO TRANSPORTS
8	CTS5236-E4L	EE UPGRADE - 4CTU LIBRARY

State of Michigan Department of Management and Budget, Office of Purchasing, on behalf of Computing Services Lansing, Michigan
By: 
Printed Name: JOSEPH D. CHIN JR.
Title: DIRECTOR, ^{TECH} PROF. SERV. DIV.
Date: 9/27/00

Form 8038-G (Rev. May 1999) <small>Department of the Treasury Internal Revenue Service</small>	Information Return for Tax-Exempt Governmental Obligations Under Internal Revenue Code Section 149 (e) See separate instructions Caution: Use Form 8038-GC if the issue price is under \$100,000	Control # 7434 OMB No. 1545-0720
---	---	---

Part I Reporting Authority		If Amended Return, Check here <input type="checkbox"/>	
1 Issuer's name State of Michigan, acting by and through the Department of Management and Budget Computing Services		2 Issuer's employer identification 38-6000134	
3 Number and street (or P. O. box if mail is not delivered to Street address) P.O. Box 30026		Room/suite	4 Report number G 2000 -
5 City, town, or post office, state, and ZIP code Lansing, Michigan 48909		6 Date of Issue	
7 Name of issue		8 CUSIP number	
9 Name and title of officer or legal representative whom the IRS may		10 Telephone number of officer or legal representative	

Part II Type of Issue (check applicable box(es) and enter the issue price) See Instructions and attach schedule			
11 <input type="checkbox"/> Education	12 <input type="checkbox"/> Health and hospital	13 <input type="checkbox"/> Transportation	14 <input type="checkbox"/> Public safety
15 <input type="checkbox"/> Environment (including sewage bonds)	16 <input type="checkbox"/> Housing	17 <input type="checkbox"/> Utilities	18 <input checked="" type="checkbox"/> Other. Describe (see instructions) Drives, Servers, EMC Disk
19 If obligations are TANs or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <input type="checkbox"/>			18 \$1,807,448
20 If obligations are in the form of a lease or installment sale, check <input checked="" type="checkbox"/>			

Part III Description of Obligations (Complete for the entire issue for which this form is being filed)				
(a) Final Maturity date	(b) Issue Price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 N/A	\$1,807,448	\$ N/A	3 years	8.52 %

Part IV Uses of Proceeds of Bonds Issue (including underwriters' discount)		N/A
22 Proceeds used for accrued interest	23	
24 Issue Price of entire issue (Enter amount from line 21, column (b))	24	
25 Proceeds used for bond issuance costs (including underwriters' discount)	25	
26 Proceeds used for credit enhancement	26	
27 Proceeds allocated to reasonably require reserve or replacement fund	27	
28 Proceeds used to currently refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)		N/A
31 Enter the remaining weighted average maturity of the bonds to be currently refunded		years
32 Enter the remaining weighted average maturity of the bonds to be advanced refunded		years
33 Enter the last date on which the refunded bonds will be called		
34 Enter the date(s) the refunded bonds were issued		

Part VI Miscellaneous		N/A
35 Enter the amount of the state volume cap allocated to the issue under section 141 (b)(5)	35	
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a	
b Enter the final maturity date of the guaranteed investment contract	37a	
37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units		
b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer and the date of the issue		
38 If the issuer has designated the issue under section 265 (b)(3)(B)(i)(III) (smaller issuer exception), check box <input type="checkbox"/>		
39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>		
40 If the issuer has identified a hedge, check box <input type="checkbox"/>		

Please Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct and complete.

Joseph D. Chin Jr.
 Signature of Issuer's authorized representative

9/27/00
 Date

JOSEPH D. CHIN JR.
 DIRECTOR, TECH. & PROF. SERV.
 DIVISION
 Type or print name and title

Key Municipal Finance, a division of Key Corporate Capital Inc.

NOTICE AND ACKNOWLEDGMENT OF SALE OF RENTAL PAYMENTS AND ASSIGNMENT OF LEASE

Unisys Corporation ("Contractor") and State of Michigan, acting by and through the Department of Management and Budget, Computing Services ("State") have entered into a Lease to Purchase Rider dated January 24, 2000 under which State has, or will have prior to its execution hereof, leased Equipment (the "Equipment") described in Equipment Lease Schedule No. 04 (such Agreement and Schedule are hereinafter collectively called the "Agreement"). Pursuant to Section 7 of Equipment Lease Schedule No. 04, Contractor has assigned its interest in the Agreement, in the leased Equipment and in the Rental Payments to Key Municipal Finance, a division of Key Corporate Capital Inc. ("KMF").

State is hereby notified that KMF is assigning its interest in the Agreement, in the leased Equipment, and in the Rental Payments and all other amounts provided for under the Agreement to the Assignee listed below ("Assignee").

"ASSIGNEE"

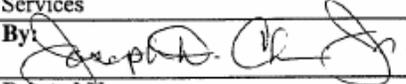
Ford Motor Credit Company FMCC Building MD-7500 The American Road P.O. Box 1739 Dearborn, MI 48121-1739

Unless directed otherwise by the Assignee, KMF will continue to administer the Agreement and State should continue to pay any and all rental payments and other amounts due with respect to which KMF renders an invoice, to the address as directed on said invoice.

By signing this Notice and Acknowledgment, State agrees that, if so notified, it will pay all amounts due under the Agreement to the Assignee without any set-off or deduction whatsoever notwithstanding any defect in, damage to, or requisition of any property leased under the Agreement, any other similar or dissimilar event, any defense, set-off, counterclaim or recoupment arising out of any claim against Contractor, KMF or Assignee.

State further agrees that Assignee has not assumed any duties under the Agreement or made any warranties whatsoever as to the Agreement or the Equipment. State agrees that no change may be made to the Agreement without the prior written consent of the Assignee.

In signing this, State warrants that its representations and warranties under the Agreement are true and correct on the date hereof.

KMF: Key Municipal Finance, a division of Key Corporate Capital, Inc.	State: State of Michigan, acting by and through the Department of Management and Budget, Computing Services
By:	By: 
Printed Name:	Printed Name: JOSEPH D. CAIN JR.
Title:	Title: DIRECTOR, TECH & PROF. SERV. DIV
Date:	Date: 9/27/00.

Schedule 1

SECURED PARTY: Unisys Leasing Corporation

DEBTOR: STATE OF MICHIGAN, ACTING BY AND THROUGH THE DEPARTMENT OF
MANAGEMENT AND BUDGET, COMPUTING SERVICES

This financing statement covers all of Debtor's right, title and interest in and to the following described equipment leased to Debtor under Equipment Lease Schedule No. 04 dated June 13, 2000 to that certain Lease to Purchase Rider dated as of January 24, 2000, in each case between Debtor, as lessee, and Secured Party, as lessor, together with all accessions, substitutions and replacements thereto and therefor, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof (but without power of sale):

All equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

UNISYS LEASING CORPORATION
CERTIFICATE OF ACCEPTANCE
FOR EQUIPMENT LEASE SCHEDULE NUMBER 04, DATED JUNE 13, 2000

FOR STATE PURCHASE ORDER NUMBER: 071 P 0000936

THE UNDERSIGNED ACKNOWLEDGES THAT:

1. The Equipment described in the above-referenced Equipment Lease Schedule is delivered, installed available for use and placed in services as of the Acceptance Date indicated below.
2. Such Equipment is considered a completed Deliverable, has passed any required acceptance testing, is in good operating condition and repair, and is accepted as satisfactory in all respects for the purposes the Lease and the Contract.
3. The State will commence payment in accordance with the provisions of the Lease, beginning on the first day of the first month following the Acceptance Date noted below unless the Acceptance Date is the first day of the month in which case payment shall begin on the Acceptance Date.

State of Michigan Department of Management and Budget, Office of Purchasing, on behalf of Computing Services Lansing, Michigan
Acceptance Date: <u>9/27/00</u>
Authorized Signature: <u>Joseph D. Chan Jr</u>
Name Typed or Printed: <u>JOSEPH D. CHAN JR</u>
Title: <u>DIRECTOR, TECH. & PROF. SERV. DIV</u>

This FINANCING STATEMENT is presented for filing pursuant to the Michigan Uniform Commercial Code.

(Please Type All Information)

FOR FILING OFFICER (Date, Time, Number, and Filing Officer)

110112-11041

1. Debtor(s) (Last Name First, if individual) & Address(es)

0094639000241000

Soc. Security #/Tax ID #

DO NOT WRITE IN THIS SPACE

Filed With: MICHIGAN

State of Michigan, acting by and through the Department of Management and Budget Computing Services

38-6000134

Address

430 W Allegan Street, 4th Floor

City

Lansing

State

MI

Zip Code

48821

Debtor(s) (Last Name First, if individual) & Address(es)

Address

City

State

Zip Code

2. If filing without debtor signature, Item a, b, c, or d must be marked [X]

a. [] Collateral was already subject to the security interest in another state when it was brought into Michigan, or when the Debtor's location changed to Michigan;

b. [] Collateral is proceeds of the original collateral in which a security interest was perfected;

c. [] A previous filing covering the collateral has lapsed (Prev. Filing #);

d. [] The filing covers collateral acquired after a change of name identity, or corporate structure of Debtor (MCLA 440.9402(2) & (7)) FROM: _____

(Prev. Filing #);

3. Secured Party(ies) and Address(es)

Unisys Leasing Corporation

1000 South McCaslin Blvd

Superior, CO 80227

Secured Party #

5. No. of Add'l Sheets

6. State Account No.

7. (Mark [X] if applicable).

[] Products of collateral are also covered.

[] The debtor is a transmitting utility as defined in MCLA 440.9105 (1)(0).

4. MAIL ACKNOWLEDGEMENT COPY TO:

Data File Services, Inc.
P.O. Box 275
Van Nuys, CA 91408-2750
800-331-3282
818-909-4717

8. Assignee(s) (if any) and Address(es)

Key Municipal Finance, A Division
of Key Corporate Capital Inc.
1000 South McCaslin Boulevard
Superior, CO 80227

Secured Party #

9 This financing statement covers the following types (or items) of property:

See Schedule 1, consisting of 2 pages, attached hereto and incorporated herein by this reference.

Schedule #04

State of Michigan, acting by and through the Department of Management and Budget Computing Services

Unisys Leasing Corporation

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee(s) of Record

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee(s) of Record

IF YOU WISH THE ACKNOWLEDGEMENT COPY TO BE MAILED TO AN ADDRESS OTHER THAN THE SECURED PARTY SHOWN IN ITEM 3, PROVIDE COMPLETE MAILING INFORMATION IN ITEM 4.

Prepared with UCC Direct for Windows Data File Services, Inc., P.O. Box 275, Van Nuys, CA, 91408-0275 Tel (818) 909-2200

(1) SECRETARY OF STATE COPY



EXHIBIT A

QTY	STYLE	DESCRIPTION
1	SNFC314	DIFF, SCSI, SW LASER GLM
1	8912999108	100M 50 MICRON SC DUPLEX FIBER CB
6	SNFC316	DIFF, SCSI, LW LASER GLM
7	SNFC321	FC SCSI ROUTER, 3200
7	8912998303	1 LONG WAVE GBIC, 3200
2	WDMB008	25-16 BASE CHASSIS, SLOT 1-8
2	WDME016	25-16 EXPANSION CHASSIS, SLOTS 9-16
2	462198-201	HS1 CHANNEL 1 MOD 25-16
2	462198-202	HS1 CHANNEL 2 MOD 25-16
2	462198-203	HS1 CHANNEL 3 MOD 25-16
2	462198-204	HS1 CHANNEL 4 MOD 25-16
2	462198-205	HS1 CHANNEL 5 MOD 25-16
2	462198-206	HS1 CHANNEL 6 MOD 25-16
2	462198-207	HS1 CHANNEL 7 MOD 25-16
2	462198-208	HS1 CHANNEL 8 MOD 25-16
1	462498-209	HS1 CHANNEL 9 MOD 25-16
4	640423-000	SHELF FOR OPEN FRAME (23" TIA RACK)
2	SNMP00-02	STD SNMP FOR 25-16 CHASSIS
2	SNMP00-04	REQUIRED OPTION FOR WDME016
1	690113998	MISC. CABLES & CONNECTORS
4	CTS5236-8S6	2 CTS5236-4S6 TAPE UNITS
8	CA322-OMC	SCSI WIDE MICROCODE
20	CBL133-40	40' SCSI CABLE TO/FROM CHANNEL EXTENDER
2	CBL133-80	80' SCSI CABLE TO TRANSPORTS
8	CTS5236-E4L	EE UPGRADE - 4CTU LIBRARY

Richard C. Peterson
Account Executive
North America Major Accounts - State of Michigan

Unisys Corporation
2290 Science Parkway
Okemos, MI 48864

Voice 517 347 9760
Fax 517 347 9789
Richard.Peterson@Unisys.com

UNISYS

August 22, 2000

Mr. Rick DeSantis, Operations Manager
Michigan Information Processing Center
Department of Management & Budget
P.O. Box 30026
Lansing, MI 48909

ATT: Joe CHIN
From: John Cheeseman

Dear Rick:

Implementation of the remote tape silo equipment acquired under Purchase Order 071P0000936 is complete.

In accordance with contract (071B5000692), the 30-day Performance and Reliability Evaluation (PARE) should begin August 22, 2000.

You may indicate your acceptance of the system at the end of the successful PARE by signing and dating this letter in the space provided below.

Thank you for your continued interest in Unisys products and services.

Sincerely,

Richard C. Peterson
Account Executive

Concur:



Date:

9/22/00

cc C. Steele Sherman

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

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

August 23, 2000

CHANGE NOTICE NO. 19
TO
CONTRACT NO. 071B5000692
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (517) 349-2300
	VENDOR NUMBER
	BUYER (517) 373-8622 Sharon Walenga, C.P.M.
Contract Administrator Fran Shooltz Unisys Mainframe Hardware/Software - Michigan Information Processing Center	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2002	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered/Installed	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE(S):

Contract Change Notice to transfer the annual maintenance on the A-7 equipment currently installed at Michigan State Police, Criminal Justice Data Center (reference contract 071B4005551) to this contract. (See attached hardware and software listings)

AUTHORITY/REASON:

Change mutually agreed to.

INCREASE: \$157,886.76

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$60,941,145.23

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

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

July 7, 2000

CHANGE NOTICE NO. 18
TO
CONTRACT NO. 071B5000692
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR <p style="text-align: center;">Unisys Corporation 2290 Science Parkway Okemos, MI 48864</p>	TELEPHONE <p style="text-align: center;">(517) 349-2300</p> VENDOR NUMBER BUYER (517) 373-8622 <p style="text-align: center;">Sharon Walenga, C.P.M.</p>
Contract Administrator Fran Shooltz <p style="text-align: center;">Unisys Mainframe Hardware/Software - Michigan Information Processing Center</p>	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2002	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">Delivered/Installed</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE(S):

Change Notice to execute the lease for equipment identified on Schedule No. 2.

Note: This lease has been assigned to Ford Motor Company and all payments will be paid to Mail Code 030.

AUTHORITY/REASON:

Change mutually agreed to.

INCREASE: \$162,056.47

*** The increase amount represents interest fees.**

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$60,783,258.47

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

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

June 23, 2000

CHANGE NOTICE NO. 17
TO
CONTRACT NO. 071B5000692
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR <p style="text-align: center;">Unisys Corporation 2290 Science Parkway Okemos, MI 48864</p>	TELEPHONE <p style="text-align: center;">(517) 349-2300</p> VENDOR NUMBER BUYER (517) 373-8622 <p style="text-align: center;">Sharon Walenga, C.P.M.</p>
Contract Administrator Fran Shooltz <p style="text-align: center;">Unisys Mainframe Hardware/Software - Michigan Information Processing Center</p>	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2002	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">Delivered/Installed</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE(S):

Change notice to move the Tape Silo equipment from the General Office Building to the MIPC development site located in the Treasury Building.

AUTHORITY/REASON:

Change mutually agreed to.

INCREASE: \$58,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$60,621,201.99

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

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

June 5, 2000

CHANGE NOTICE NO. 16 - Revised
TO
CONTRACT NO. _____ 071B5000692
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (517) 349-2300
	VENDOR NUMBER
	BUYER (517) 373-8622 Sharon Walenga, C.P.M.
Contract Administrator Fran Shooltz Unisys Mainframe Hardware/Software - Michigan Information Processing Center	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2002	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered/Installed	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

CHANGE(S):

Change notice to add silo control line equipment and maintenance per the attachment.

(Note: Revision corrects the increase to the contract value.)

AUTHORITY/REASON:

Change mutually agreed to.

INCREASE: \$105,526.00

TOTAL ESTIMATED CONTRACT VALUE BECOMES: \$60,563,201.99

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

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

May 12, 2000

**CHANGE NOTICE NO. 16
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (517) 349-2300
	VENDOR NUMBER
	BUYER (517) 373-8622 Sharon Walenga, C.P.M.
Contract Administrator Fran Shooltz Unisys Mainframe Hardware/Software - Michigan Information Processing Center	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2002	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered/Installed	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

CHANGE(S):

Change Notice to add silo control line equipment (per attached).

AUTHORITY/REASON:

Change mutually agreed to.

INCREASE: \$29,463.00

TOTAL ESTIMATED CONTRACT VALUE BECOMES: \$60,487,138.99

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

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

April 11, 2000

CHANGE NOTICE NO. 15
TO
CONTRACT NO. 071B5000692
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (517) 349-2300
	VENDOR NUMBER
	BUYER (517) 373-8622 Sharon Walenga, C.P.M.
Contract Administrator Fran Shooltz Unisys Mainframe Hardware/Software - Michigan Information Processing Center	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2002	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered/Installed	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

CHANGE(S):

Change Notice to lease the equipment per the attached agreement.

Note: This lease has been assigned to Ford Motor Company, and all payments are to be made to mail code 030.

AUTHORITY/REASON:

Change mutually agreed to.

INCREASE: \$234,625.19

TOTAL ESTIMATED CONTRACT VALUE BECOMES: \$60,457,675.99

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

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

December 10, 1999

**CHANGE NOTICE NO. 14
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864	TELEPHONE (517) 349-2300
	VENDOR NUMBER
	BUYER (517) 373-8622 Sharon Walenga, C.P.M.
NIGP #206-25 Contract Administrator Fran Shooltz CS-138#NonJuris Unisys Mainframe Hardware/Software - Michigan Information Processing Center	
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2002	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered/Installed	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

CHANGE(S):

Change Notice to replace 48 18-track tape-drives with 48 36-track tape drives per the attached proposal.

AUTHORITY/REASON:

Change mutually agreed to.

INCREASE: \$10,253,747.00

TOTAL ESTIMATED CONTRACT VALUE BECOMES: \$60,223,050.80

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

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

March 4, 1999

CHANGE NOTICE NO. 13
TO
CONTRACT NO. 071B5000692
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Unisys Corporation 2290 Science Parkway Okemos, MI 48864		TELEPHONE (517) 349-2300
		VENDOR NUMBER
		BUYER (517) 373-8622 Sharon Walenga, C.P.M.
NIGP #206-25 Contract Administrator Fran Shooltz CS-138#NonJuris Unisys Mainframe Hardware/Software - Michigan Information Processing Center		
CONTRACT PERIOD 5 Years From: May 8, 1995 To: January 1, 2002		
TERMS Net 30 Days	SHIPMENT N/A	
F.O.B. Delivered/Installed	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

CHANGE(S):

Change Notice to:

- 1) **Withdrawal of the 1X5802-3, 120 MIPS machine for ASSIST as identified in Change No. 12. (Decrease contract by \$8,885,735.08.)**
- 2) **Add an additional 590 GB disk for the EMC disk subsystem attached to the 2200/900 system. (Increase contract \$745,500.) (See attached)**

AUTHORITY/REASON:

Change mutually agreed to.

DECREASE: \$8,140,235.08

TOTAL ESTIMATED CONTRACT VALUE BECOMES: \$49,969,303.80

M 1-6-99

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

December 18, 1998

CHANGE NOTICE NO. 12
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR		TELEPHONE
Unisys Corporation 2290 Science Parkway Okemos, MI 48864		(517) 319-2300 Sharon Walenga, C.P.M.
NIGP #206-25	Contract Administrator Fran Shooltz	CS-138#NonJuris
Unisys Mainframe Hardware/Software - Michigan Information Processing Center		
CONTRACT PERIOD 5 Years	From: May 8, 1995	To: January 1, 2002
TERMS	SHIPMENT	
Net 30 Days		N/A
F.O.B.	SHIPPED FROM	
Delivered/Installed		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

CHANGE(S):

Change Notice to:

- 1) Replace the existing disk in use on the MIPC Development System (NX-4822-52). See attachment dated November 19, 1998.
- 2) Provide disaster recovery and development equipment for the ASSIST project as well as purchase maintenance for the existing Unisys 2200/900 system housed at MIPC which will consolidate all of the Unisys equipment at MIPC. See attachment dated November 20, 1998.
- 3) Extend the contract period to January 1, 2002.

AUTHORITY/REASON:

Change requests mutually agreed to.

INCREASE: \$14,390,711.88

TOTAL ESTIMATED CONTRACT VALUE BECOMES: \$58,109,538.88

**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**

October 22, 1998

**CHANGE NOTICE NO. 11
TO
CONTRACT NO. 071B5000692
between
THE STATE OF MICHIGAN
and**

NAME & ADDRESS OF VENDOR		TELEPHONE
Unisys Corporation 2290 Science Parkway Okemos, MI 48864		 DONER 1911 315-004 <i>Sharon Walenga</i> Sharon Walenga, C.P.M.
NIGP #206-25	Contract Administrator Fran Sholtz	CS-138#NA
Unisys Mainframe Hardware/Software - Michigan Information Processing Center		
CONTRACT PERIOD 5 Years	From: May 8, 1995	To: May 7, 2000
TERMS	SHIPMENT	
Net 30 Days		N/A
F.O.B.	SHIPPED FROM	
Delivered/Installed		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

CHANGE(S):

Change Notice to replace the summary sheet included in Change Notice #10. The Hardware Surety Support charges have been corrected.

AUTHORITY/REASON:

INCREASE: \$29,680.00

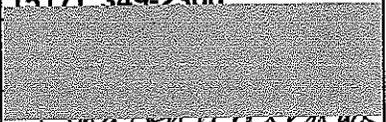
TOTAL ESTIMATED CONTRACT VALUE BECOMES: \$43,748,507.00

Acquisition Summary		FIRST YEAR MONTHLY SURETY		
DESCRIPTION	ACQUISITION PRICE	7 X 24 SUPPORT		
NX4822-32 Upgrade to NX4822-52 for Development				
Processor Upgrade Acquisition	\$1,255,210	\$441		
Processor Upgrade Installation Services	\$3,590	N/A		
Software Configuration Services	\$17,200	N/A		
Software - One Time License	\$2,397,161	\$23,593		
Software - One Time License Credit	(\$2,193,861)	N/A		
Software - Subscription Fee	\$270,799	N/A		
Software - Existing Subscription Fee Credit*	(\$217,386)	N/A		
Acquisition Summary:	\$1,532,713	\$24,034		
<p>The Subscription Fee Credit was calculated based upon the original fee of \$250,830 with a start date of March 1, 1998 and an anticipated end date of October 31, 1998.</p>				
System Support Summary - Incremental Charges				
SURETY SUPPORT CATEGORY	YEAR 1	YEAR 2	YEAR 3	TOTAL
Development System Upgrade Hardware	\$5,292	\$22,743	\$23,880	\$51,915
Development System Upgrade Software	\$35,832	\$37,624	\$39,505	\$112,961
Total:	\$41,124	\$60,367	\$63,385	\$164,876
<p>The software support figures shown above for years 1 -3 are approximate figures taking into account the current amounts being billed for the existing configuration.</p>				

**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**

September 15, 1998

**CHANGE NOTICE NO. 10
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR		TELEPHONE (517) 349-2300
Unisys Corporation 2290 Science Parkway Okemos, MI 48864		 <i>Sharon Walenga</i> Sharon Walenga, C.P.M.
NIGP #206-25	Contract Administrator Fran Shooltz	CS-138#NA
Unisys Mainframe Hardware/Software - Michigan Information Processing Center		
CONTRACT PERIOD 5 Years	From: May 8, 1995	To: May 7, 2001
TERMS Net 30 Days	SHIPMENT N/A	
F.O.B. Delivered/Installed	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

CHANGE(S):

Contract change to upgrade the existing NX4822-32 (MIPC development system) to NX4822-52 per the attached.

AUTHORITY/REASON:

Contract change requested by the State and agreed to per the Contractor 8/13/98.

INCREASE: \$1,668,000.00

TOTAL ESTIMATED CONTRACT VALUE BECOMES: \$43,718,827.00

DESCRIPTION	ACQUISITION PRICE	FIRST YEAR MONTHLY SURETY 7 X 24 SUPPORT
NX4822-32 Upgrade to NX4822-52 for Development		
Processor Upgrade Acquisition	\$1,255,210	\$441
Processor Upgrade Installation Services	\$3,590	N/A
Software Configuration Services	\$17,200	N/A
Software - One Time License	\$2,397,161	\$23,593
Software - One Time License Credit	(\$2,193,861)	N/A
Software - Subscription Fee	\$270,799	N/A
Software - Existing Subscription Fee Credit*	(\$217,386)	N/A
Acquisition Summary:	\$1,532,713	\$24,034

The Subscription Fee Credit was calculated based upon the original fee of \$250,830 with a start date of March 1, 1998 and an anticipated end date of October 31, 1998.

System Support Summary - Incremental Charges

SURETY SUPPORT CATEGORY	YEAR 1	YEAR 2	YEAR 3	TOTAL
Development System Upgrade Hardware	\$2,268	\$9,740	\$10,227	\$22,235
Development System Upgrade Software	\$35,832	\$37,624	\$39,505	\$112,961
Total:	\$38,100	\$47,364	\$49,732	\$135,195

The software support figures shown above for years 1 - 3 are approximate figures taking into account the current amounts being billed for the existing configuration.

Style	Description	Acquisition Price	Incremental Monthly Comprehensive Platinum Voice Support*			Installation Charge
			Warranty Months	Base Rate	Rate During Warranty Period	
NX482232-42	NX4822-32 to NX4822-42 Hardware Upgrade Kit	\$497,420	12	\$773	\$189	\$1,795
NX482242-52	NX4822-42 to NX4822-52 Hardware Upgrade Kit	\$757,790	\$12	\$1,032	\$252	\$1,795
Summary of NX4822-32 to NX4822-52 Hardware Upgrade:		\$1,255,210			\$441	\$3,590

Services			
HOURS	STYLE	DESCRIPTION	EXTENDED PRICE
80	AS2	Software Configuration Services	\$17,200

One Time License Fee Software		One Time License Fee		Monthly Comp. Platinum Voice Support		
QTY	STYLE	DESCRIPTION	UNIT	EXTENDED	UNIT	EXTENDED
1	NXS48003-52W	IOE:NT/MCP 48NN-52	\$1,136,224	\$1,136,224	\$11,977	\$11,977
	(1) NX10-MCM	IOE:NX SYS SW COR MEDIA				
	(1) NX10-CPW	IOE:NT/MCP COMM PLAT SW				
	(1) NX10-CNN	IOE:NT/MCP COMM NW SW				
	(1) NXC4-ODL	DATAMGT:ODBC 4 USER LIC				
	(1) ICS16-CS	WRKST SW:INFOCONNECT 16				
	(1) ICS32-CS	WRKST SW:INFOCONNECT 32				
	(1) NX4800-PSS	IOE:PLATFORM SPECIFIC SW				
	(1) NXC50-NXV	WRKST SW:ICNXXVIEW 50U LO				
1	NXP90-HSV	COM SW:HOST SERVICES	\$43,604	\$43,604	\$501	\$501
	(1) NX10-HSV	COM SW:HOST SERVICES				
	(1) NX10-WRP	UTIL SW:WRAP FILE ENABLR				
1	NXP90-CSS	COM SW:NX SERIES BNAV2	\$31,181	\$31,181	\$359	\$359
	(1) NX10-NSS	COM SW:NETWORK SRVC II				
	(1) NX10-CPC	COM SW:CP2000 CONFIGRTR				
	(1) NX10-CPD	O/S:CPDLP OPER SYS				
1	NXP90-RMP	COM SW:REMOTE PRINT SYS	\$31,862	\$31,862	\$367	\$367
	(1) NX10-RMP	COM SW:REMOTE PRINT SYS				
1	NXS440-WEX	IOE:NT4/MCP 1-4 US/CAN				
	(1) NTS40-L	O/S: NT 4.0 SERVER				
	(1) PC1-XVE	WRKST SW:XVISION ECLIPSE				
	(1) NCC2001-NW	NET MGT:FASTTRACK SVRDOM				
	(1) YR2000-BAS	DEV AID:ARDES2K CDROM				
1	NXP90-ALG	CMPLR:ALGOL/DCALGOL	\$32,097	\$32,097	\$369	\$369
	(1) NX10-ALG	CMPLR:ALGOL/DCALGOL				
40	A9100-SL1	DRIVER:SCSI-1 DISK	\$420	\$16,800		
122	A9100-SL2	DRIVER:SCSI-2 DISK	\$614	\$74,908		

		One Time License Fee Software		One Time License Fee		Monthly Comp. Platinum Voice Support	
				UNIT	EXTENDED	UNIT	EXTENDED
QTY	STYLE	DESCRIPTION	UNIT	EXTENDED	UNIT	EXTENDED	
1	NXP90-DI2	DATAMGT:DMSII INQUIRY	\$32,295	\$32,295	\$371	\$371	
	(1) NX10-DI2	DATAMGT:DMSII INQUIRY					
1	NXP90-C74	CMPLR:COBOL ANSI 74	\$36,910	\$36,910	\$424	\$424	
	(1) NX10-C74	CMPLR:COBOL ANSI 74					
1	NXP90-CTD	DEV AID:COBOL 74 TST/DBG	\$20,305	\$20,305	\$233	\$233	
	(1) NX10-CTD	DEV AID:COBOL 74 TST/DBG					
1	NXP90-ATD	DEV AID:ALGOL TEST/DEBUG	\$17,657	\$17,657	\$204	\$204	
	(1) NX10-ATD	DEV AID:ALGOL TEST/DEBUG					
1	NXS440-WEU	IOE:NT4/MCP 1-4 UG US/CA	\$1,809	\$1,809	\$28	\$28	
	(1) NTS40-L	O/S: NT 4.0 SERVER					
	(1) PC1-XVE	WRKST SW:XVISION ECLIPSE					
	(1) NCC2001-NW	NET MGT:FASTTRACK SVRDOM					
3	PC1-XVE	WRKST SW:XVISION ECLIPSE	\$385	\$1,155	\$5	\$15	
1	LDV999-CD	LINC:DEV-1 CONCURRNT USR	\$15,000	\$15,000	\$176	\$176	
	(1) LDV1-SFT	LINC:DEVEL-CPNT					
1	LDV999-ND	LINC:DEV-1 NAMED USER	\$10,000	\$10,000	\$147	\$147	
	(1) LDV1-SKY	LINC:DEVEL-CPNT KEYED					
	(1) UPC1-DA2	LINC:DESIGN ASSIST-BLOCK					
1	NSS48003-52W	IOE:NT/MCP 48NN-52 SRC	\$113,622	\$113,622			
	(1) NS10-MCM	IOE:SYS SW COR MEDIA SRC					
	(1) NS10-CPW	IOE:NT/MCP COMM PLAT SRC					
	(1) NS10-CNN	IOE:NT/MCP COMM NW SRC					
	(1) NS4800-PSS	IOE:PLATFORM SPECIFC SRC					
1	LNG999-NXN	LINC:GEN NX WITH NT	\$5,000	\$5,000	\$77	\$77	
	(1) LNG999-A	LINC:GEN A CPNT					
1	LNL999-1M	LINC:MCP LITE 1ST USER	\$10,000	\$10,000	\$153	\$153	
	(1) A99-L1	LINC:LITE -FIRST USER					

QTY		STYLE	DESCRIPTION	One Time License Fee		Monthly Comp. Platinum Voice Support	
				UNIT	EXTENDED	UNIT	EXTENDED
1	NXP90-CSM	(1) NX10-CSM	SYS MGT:TQ SMFII	\$40,820	\$40,820	\$469	\$469
1	LNL999-2M	(1) A99-L2	SYS MGT:TQ SMFII -COMP.	\$10,000	\$10,000	\$153	\$153
1	LNL999-3M	(1) A99-L3	LINC:MCP LITE 2ND USER	\$10,000	\$10,000	\$153	\$153
1	NXP90-ERG	(1) NX10-ERG	LINC:LITE -SECOND USER	\$49,457	\$49,457	\$569	\$569
1	NXP90-BSL	(1) NX10-BSL	LINC:MCP LITE 3RD USER	\$8,513	\$8,513	\$98	\$98
1	NXP90-F77	(1) NX10-F77	LINC:LITE -THIRD USER	\$32,097	\$32,097	\$369	\$369
1	NXP90-RPG	(1) NX10-RPG	DATAMGT:ERGO	\$32,097	\$32,097	\$369	\$369
1	NXP90-OR3	(1) NX10-OR3	DATAMGT:ERGO	\$18,140	\$18,140	\$208	\$208
1	NXP90-C85	(1) NX10-C85	SYS MGT:BILLING SUPPORT	\$32,097	\$32,097	\$369	\$369
1	NSP90-ATD	(1) NS10-ATD	SYS MGT:BILLING SUPPORT	\$1,766	\$1,766		
1	NSP90-C74	(1) NS10-C74	CMPLR:FORTRAN ANSI 77	\$3,691	\$3,691		
1	NSP90-CTD	(1) NS10-CTD	CMPLR:FORTRAN ANSI 77	\$2,031	\$2,031		
1	NSP90-DAC	(1) NS10-DAC	CMPLR:RPG II	\$7,792	\$7,792		
1	NSP90-DBA	(1) NS10-DBA	CMPLR:RPG II	\$2,266	\$2,266		

One Time License Fee Software		One Time License Fee		Monthly Comp. Platinum Voice Support		
QTY	STYLE	DESCRIPTION	UNIT	EXTENDED	UNIT	EXTENDED
	(1) NS10-DBA	DATAMGT:DMSII ANALY SRC				
1	NSP90-DDM	DATAMGT:DMSII MONITR SRC	\$2,282	\$2,282		
	(1) NS10-DDM	DATAMGT:DMSII MONITR SRC				
1	NSP90-DI2	DATAMGT:DMSII INQRY SRC	\$3,230	\$3,230		
	(1) NS10-DI2	DATAMGT:DMSII INQRY SRC				
1	NSP90-DMC	DATAMGT:DMSII CERTIF SRC	\$1,902	\$1,902		
	(1) NS10-DMC	DATAMGT:DMSII CERTIF SRC				
1	NSP90-EDI	UTIL SW:EDITOR SRC	\$1,521	\$1,521		
	(1) NS10-EDI	UTIL SW:EDITOR SRC				
1	NSP90-ERG	DATAMGT:ERGO SRC	\$4,946	\$4,946		
	(1) NS10-ERG	DATAMGT:ERGO SRC				
1	NSP90-F77	CMPLR:FORTRAN ANSI77 SRC	\$3,210	\$3,210		
	(1) NS10-F77	CMPLR:FORTRAN ANSI77 SRC				
1	NSP90-LOG	SYS MGT:LOGGER SRC	\$1,251	\$1,251		
	(1) NS10-LOG	SYS MGT:LOGGER SRC				
1	NSP90-NSS	COM SW:NETWORK SRV7 SRC	\$2,179	\$2,179		
	(1) NS10-NSS	COM SW:NETWORK SRV7 SRC				
1	NSP90-OC2	DATAMGT:INTERPRO SRC	\$1,623	\$1,623		
	(1) NS10-OC2	DATAMGT:INTERPRO SRC				
1	NSP90-OR3	RPT SW:ONLINE REPR3 SRC	\$1,814	\$1,814		
	(1) NS10-OR3	RPT SW:ONLINE REPR3 SRC				
1	NSP90-RMP	COM SW:REMOTE PRT SYSSRC	\$3,186	\$3,186		
	(1) NS10-RMP	COM SW:REMOTE PRT SYSSRC				
1	NSP90-RP3	RPT SW:REPORTER III SRC	\$10,426	\$10,426		
	(1) NS10-RP3	RPT SW:REPORTER III SRC				
1	NSP90-RPG	CMPLR:RPG II SRC	\$3,210	\$3,210		
	(1) NS10-RPG	CMPLR:RPG II SRC				

One Time License Fee Software		One Time License Fee		Monthly Comp. Platinum Voice Support		
QTY	STYLE	DESCRIPTION	UNIT	EXTENDED	UNIT	EXTENDED
1	NSP90-SDF (1) NS10-SDF	DEV AID:SCREEN DESIGNSRC	\$2,570	\$2,570		
1	NXP90-C8T (1) NX10-C8T	DEV AID:SCREEN DESIGNSRC	\$17,657	\$17,657	\$204	\$204
1	NXP90-DAC (1) NX10-DAC	DEV AID:COBOL 85 TST/DBG	\$77,924	\$77,924	\$896	\$896
1	NXP90-DBA (1) NX10-DBA	SEC SW:INFOGUARD ACC	\$22,656	\$22,656	\$261	\$261
1	NXP90-DDM (1) NX10-DDM	SEC SW:INFOGUARD ACC	\$22,817	\$22,817	\$262	\$262
1	NXP90-DMC (1) NX10-DMC	DATAMGT:DMSII ANALYZER	\$19,018	\$19,018	\$219	\$219
1	NXP90-DMT (1) NX10-DMT	DATAMGT:DMSII ANALYZER	\$18,177	\$18,177	\$209	\$209
1	NXP90-EDI (1) NX10-EDI	DATAMGT:DMSII MONITOR	\$15,207	\$15,207	\$175	\$175
1	NXP90-LOG (1) NX10-LOG	DATAMGT:DMSII CERTIFICTN	\$12,510	\$12,510	\$144	\$144
1	NXP90-OC2 (1) NX10-OC2	DATAMGT:DMSII DM INTRPTR	\$16,234	\$16,234	\$186	\$186
1	NXP90-OCA (1) NX10-OCA	DATAMGT:DMSII DM INTRPTR	\$18,882	\$18,882	\$217	\$217
1	NXP90-RDB (1) NX10-RDB	UTIL SW:EDITOR	\$84,829	\$84,829	\$975	\$975
1	NXP90-RDS (1) NX10-RDS	UTIL SW:EDITOR				
1	NXP90-RP3 (1) NX10-RP3	SYS MGT:LOGGER	\$104,259	\$104,259	\$1,199	\$1,199
		DATAMGT:INTERPRO				
		DATAMGT:INTERPRO				
		SYS MGT:SYSTEM ASSISTANT				
		SYS MGT:SYSTEM ASSISTANT				
		DATAMGT:REMOTE DB BACKUP				
		DATAMGT:REMOTE DB BACKUP				
		DATAMGT:RDB SERVICES LTR				
		RPT SW:REPORTER III				
		RPT SW:REPORTER III				

One Time License Fee Software				One Time License Fee		Monthly Comp. Platinum Voice Support	
QTY	STYLE	DESCRIPTION	UNIT	EXTENDED	UNIT	EXTENDED	
1	NXP90-SDF	DEV AID:SCREEN DESIGN	\$25,700	\$25,700	\$296	\$296	
	(1) NX10-SDF	DEV AID:SCREEN DESIGN					
1	NXP90-SPI	SYS MGT:SPO/ESE CPNX I/F	\$16,745	\$16,745	\$192	\$192	
	(1) NX10-SPI	SYS MGT:SPO/ESE ASER I/F					
	(1) SMS6000-NXI	SYS MGT:SPO HMP NX I/F					
One Time License Fee Software Summary:				\$2,397,161		\$23,593	

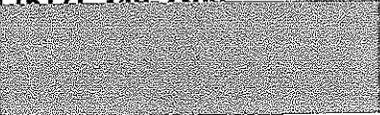
Software Subscription Fees			
QTY	STYLE	DESCRIPTION	52 MONTHS FEE
52	NXU4800-52W	SUBSCRN:SSU 48NN-52	\$5,208
	(1) NX10-SSW	SUBSCRN:SSU	\$270,799
Subscription Fee Summary:			\$270,799
<p>52 month period was determined based upon anticipated installation date of November 1, 1998 and current subscription license expiration of February 28, 2003.</p>			

Form No. DMB 234A (Rev. 1/95)
 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, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

April 21, 1998

**CHANGE NOTICE NO. 9
 TO
 CONTRACT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR		TELEPHONE
Unisys Corporation 2290 Science Parkway Okemos, MI 48864		(517) 340-2200 
		<i>Sharon Walenga</i> Sharon Walenga, C.P.M.
NIGP #206-25 Unisys Mainframe Hardware/Software - Michigan Information Processing Center		
CONTRACT PERIOD 5 Years		From: May 8, 1995 To: May 7, 2001
TERMS	SHIPMENT	
Net 30 Days		N/A
F.O.B.	SHIPPED FROM	
Delivered/Installed		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

CHANGE(S): See attached Page No. 2.

AUTHORITY/REASON: All changes agreed to per the State and contractor.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$42,050,827.00

Contract Change Notice to:

- 1. Provide actual configuration of the NCS channel extension platforms as part of the project to attach the State's tape silos to the A18-742 production system (reference Change No. 6). See Attachment 1 (2 pages), Production Site Tape Silo Channel Extension.**
- 2. Incorporate the following changes. See Attachment 2 (16 pages).**
 - a. Replace the current Additional Terms & Conditions page with the revised document of the same name dated February 17, 1998.**
 - b. Incorporate the document title "Special Terms & Conditions Related to ClearPath Systems".**
 - c. Eliminate the Additional Term & Condition titled "Software Licenses for Migration Period" as the duration of this documentation has expired.**
 - d. Substitute the Unisys Consolidated Agreement State and Local Government (Form 4305 6407-003) dated 1/94 with the revised document of the same name dated 10/97.**
- 3. Add an A18223 - HTE - used processor for the Michigan State Police System. (Reference Change No. 7). See Attachment No. 3 -(8 pages), Unisys letter dated April 10, 1998.**
- 4. This contract is extended to May 7, 2001.**
- 5. Incorporate the DEPCON Software products and additional Unisys printer and supplies for use with the Print Consolidation Project. See Attachment 4 (5 pages), Unisys letters dated March 17, 1998.**
- 6. Extend this contract to DMB, Office Services Division, through 9/30/98.**

Michigan Information Processing Center
 Production Site Tape Silo Channel Extension

November 12, 1997

Attachment 1

Unisys Style	NSC Part Number	Description	Qty.	Acquisition Price	
				Unit	Extended
V4366 1	8990200018	Country Kit Canada/US	1	\$0	\$0
V4366 5	DXE8013-9923	Universal Power Supply	1	\$0	\$0
V4366 11	PCDAS62	FDDI Dual 62.5 Micron Interface	1	\$12,500	\$12,500
V4366 13	PDIP300	IP HC RTR Co-Processor	1	\$5,000	\$5,000
V4366 15	PDIP300-IPCP	IP Co-Processor Card	1	\$0	\$0
V4366 20	ST19CAB	19" Rackmount Cabinet	1	\$1,695	\$1,695
V4366 26	PB22800	IBM/FIPS Host Interface	2	\$15,000	\$30,000
V4366 28	PB22800-GLHX	Extended Host Code	2	\$0	\$0
V4366 29	PCET542	Ethernet Trunk Interface 4 Port	1	\$8,000	\$8,000
V4366 30	DXE8813	DXE 8MB 13 Card Base Unit	1	\$28,846	\$28,846
V4366 31	INSTALL	NSC Hardware Installation	1	\$3,050	\$3,050
Production Site Summary:					\$89,091

Michigan Information Processing Center GOB Tape Silo Channel Extension

November 12, 1997

Unisys Style	NSC Part Number	Description	Qty.	Acquisition Price	
				Unit	Extended
V4366 1	8990200018	Country Kit Canada/US	1	\$0	\$0
V4366 5	DXE8013-9923	Universal Power Supply	1	\$0	\$0
V4366 11	PCDAS62	FDDI Dual 62.5 Micron Interface	1	\$12,500	\$12,500
V4366 13	PDIP300	IP HC RTR Co-Processor	1	\$5,000	\$5,000
V4366 15	PDIP300-IPCP	IP Co-Processor Card	1	\$0	\$0
V4366 16	RD16000	RDS Device Interface	2	\$16,000	\$32,000
V4366 18	RD16000-GLIP	RDS GL Device Code	2	\$0	\$0
V4366 20	ST19CAB	19" Rackmount Cabinet	1	\$1,695	\$1,695
V4366 26	PB22800	IBM/FIPS Host Interface	0	\$15,000	\$0
V4366 28	PB22800-GLHX	Extended Host Code	0	\$0	\$0
V4366 29	PCET542	Ethernet Trunk Interface 4 Port	1	\$8,000	\$8,000
V4366 30	DXE8813	DXE 8MB 13 Card Base Unit	1	\$28,846	\$28,846
V4366 31	INSTALL	NSC Hardware Installation	1	\$3,050	\$3,050
Production Site Summary:					\$91,091

February 17, 1998

Additional Terms and Conditions

The Unisys proposal is based upon the terms and conditions of Rider A and the Unisys Consolidated Agreement State and Local government (Form 4305 6407-003 (10/97)) along with any mutually agreed upon terms and conditions between the parties. In the event of a conflict between the State's terms and conditions in Rider A and the Unisys terms and conditions, the State's terms and conditions will prevail

February 17, 1998

Special Terms and Conditions Related to ClearPath Systems

(1) Client acknowledges that the performance key and related Software mechanisms or, as applicable, the instruction processor emulation code for a ClearPath system comprise(s) Software that may not be modified. Client may transfer possession of the performance key or instruction processor emulation code for a ClearPath System to another party only with the transfer of the entire central processor equipment complex of the system model for which Unisys furnished that code or key. A license to use the transferred performance key or instruction processor emulation code must be obtained by the transferee directly from Unisys.

(2) Each subscription (SUBSCRN) license entitles Client to Software Updates that Unisys releases for the same eligible Software during the applicable term of the subscription. Client acknowledges that a valid license for the eligible Software and entitlement to the latest related Maintenance Releases are prerequisites to receiving Software Updates under a subscription.

Agreement Number

[Empty box for Agreement Number]



Consolidated Agreement

State and Local Government

Client Name and Mailing Address

Client acknowledges it has read and understands this Agreement (including all attached schedules and amendments) and is not entering into this Agreement on the basis of any representations not expressly set forth in it

Agreed and Accepted

Unisys Corporation

Client

(Signature) (Date)

(Signature) (Date)

(Printed/typed name)

(Printed/typed name)

(Title)

(Title)

Unisys Corporation (Unisys) will sell and license Products and services and Client agrees to purchase and license those Products and services under the following terms and conditions:

1. Definitions

1.1 **Software** means the object code version of computer programs and any related documentation, excluding maintenance diagnostics. Software also means the source code version where provided by Unisys. Software also means microcode, not embedded in a circuit element, that enables the equipment to function according to its published specifications.

1.2 **Products** means equipment, Software, documentation (including manuals and education materials) and Software maintenance releases and updates.

1.3 **Software Processing Unit ("SPU")** means equipment which controls and executes Software.

1.4 **SURETY Support Services** means various forms of installation and support for the Products.

1.5 **Proprietary Information** means Software, diagnostics, documentation, including manuals, and any other information confidential to Unisys or its licensors.

1.6 **Information Services** means all technical and consultative services other than SURETY Support Services.

1.7 **Installation Date** means the date Unisys completes installation (as determined by Unisys) or, if equipment or Software is to be installed by Client, the tenth day following shipment.

2. Effective Date

This Agreement will become effective when signed by duly authorized representatives of both parties and will continue in effect until terminated according to its terms.

3. Schedules - Ordering Procedure

3.1 Unisys will furnish to Client and Client will accept and pay for the Products and services itemized on the following Schedules which, together with the terms on the Schedules, are an integral part of this Agreement.

Schedule name

Equipment Sale
SURETY Support Services
Software Licenses
Information Services

All references to Products and services in this Agreement are to the Products and services listed on the Schedules and on any Schedules submitted to and accepted by Unisys pursuant to Section 3.2 and to any Products and services supplied by Unisys with such listed Products and services.

3.2 Client may order additional Products and services under this Agreement by submitting properly completed Unisys Supplemental Schedule Orders referencing this Agreement. All Orders will refer to this Agreement by number and will be signed by Client. All education lecture courses must be ordered on a Client Education Enrollment Application.

3.3 All orders are subject to acceptance by Unisys. Acceptance by Unisys will be effective when communicated in writing to Client. The receipt or deposit by Unisys of a Client down payment will not constitute acceptance of an order. Any down payment received from Client will be returned if the order is not accepted by Unisys.

3.4 Unisys may substitute Products of equivalent or superior functionality and performance in the event that any of the Products ordered are not available at the time of shipment.

4. Delivery and Installation

4.1 Unisys will arrange for delivery of Products and Client will pay for transportation in accordance with the Unisys published transportation charges in effect at the time of delivery or, if Unisys has not published any such charges, Client will pay Unisys for transportation charges actually incurred. Client will also pay for all cables and site-specific installation materials required to install the equipment at Client's site.

4.2 Unisys will provide Client with one copy of the then-current user documentation, in paper or electronic form at the option of Unisys, for use with the Products ordered and environmental specifications for equipment, where applicable. Prior to delivery of equipment, Client will prepare the installation site and will continue to maintain the installation site in accordance with such specifications.

4.3 Client will install all items of equipment with the designation "Y" in the "Client installable" column when there is no installation charge listed on the Equipment Sale Schedule. Unisys will install all other items of equipment. Client will install all items of Software other than those for which a fixed installation charge is indicated on the Software Licenses Schedule. All Products to be installed by Unisys will be installed during Unisys normal working hours, unless otherwise provided in this Agreement.

4.4 Client may arrange for installation by Unisys of Client installable Products, subject to the then-current standard Unisys charges and conditions.

4.5 If additional labor and rigging is required for installation due to Client's special site requirements, Client will pay those costs including costs to meet union or local law requirements.

5. Payment

5.1 Charges for Products will be invoiced upon shipment.

5.2 Charges for SURETY Support Services will be invoiced in advance, quarterly, annually, or at other periodic intervals; otherwise, charges will be invoiced after the services are performed. Hourly use, page and remote service charges will be invoiced monthly unless otherwise indicated. Unisys recognizes that some government entities are prohibited from paying in advance and therefore will not pay until the services are rendered.

5.3 Charges for Information Services will be invoiced as the services are performed.

5.4 All charges must be paid no later than 30 days from the date of the invoice. Unisys may impose a late payment charge equal to the lesser of (a) 1-1/2% per month or (b) the maximum rate allowed by law.

5.5 Additional charges may apply to services rendered outside contracted hours or beyond normal coverage at Client's request, e.g., travel expenses, premium and minimum charges.

6. Taxes

6.1 Client will pay any tax Unisys becomes obligated to pay by virtue of this Agreement, exclusive of taxes based on the net income of Unisys.

6.2 All personal property and similar taxes assessed after shipment will be paid by Client.

7. Price Protection

7.1 The charges for Products in any accepted order will remain firm through delivery, unless through no fault of Unisys shipment takes

place more than one year after the date of the order. If Unisys notifies Client that an increase in charges will apply to its order, Client may terminate the affected part of its order by giving written notice to Unisys within ten days of the date of notification of the increase.

7.2 SURETY Support Services charges will not be increased during the first twelve months following the commencement of those services. The charges may be increased thereafter on each anniversary of the commencement date following 90 days prior written notice to Client, unless otherwise noted on the SURETY Support Services Schedule.

7.3 Charges for Software Licenses and Information Services will not be increased during any one-year term, but may be increased prior to any subsequent term upon 90 days prior written notice to Client. If Software or services are contracted on a month-to-month basis the charges may be increased at any time following 90 days prior written notice.

8. Security Interest

Unisys reserves a purchase money security interest in equipment until payment in full is received for all equipment delivered to Client and, for that purpose, this Agreement is a security agreement. By signing this Agreement, Client authorizes Unisys or its agent to sign on behalf of Client the necessary financing statements, or to file a reproduction of a financing statement. Alternatively, Unisys may file this Agreement or a copy of this Agreement to perfect its security interest. If this Agreement or a copy of it is filed, information concerning the security interest may be obtained from Unisys at the address stated in Section 17.

9. Client's Operational Responsibilities

9.1 Client acknowledges it has independently determined that the Products and services ordered under this Agreement meet its requirements.

9.2 Client has sole responsibility for use of the Products, including operating procedures, audit controls, accuracy and security of input and output data, restart and recovery routines, and other procedures necessary for Client's intended use of the Products.

9.3 Client will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Products are used in accordance with applicable Unisys manuals and instructions.

9.4 Client will maintain back-up data necessary to replace critical Client data in the event of loss or damage to such data from any cause.

9.5 If Unisys is providing SURETY Support Services, Client will (a) maintain the operating environment in accordance with Unisys specifications, (b) provide adequate working and storage space for use by Unisys personnel near the equipment, (c) provide Unisys full access to the equipment and sufficient computer time, subject only to Client's security rules, (d) follow Unisys procedures for placing service requests and determining if remedial service is required, (e) follow Unisys instructions for operator maintenance and obtaining services, (f) provide a memory dump and additional data in machine readable form if requested, (g) reproduce suspected errors or malfunctions in Software, and (h) install all error corrections and maintenance releases supplied by Unisys.

9.6 Information Services supplied by Unisys under this Agreement are provided to assist Client. Client, not Unisys, will be responsible for determining objectives and obtaining the desired results.

10. Protection of Proprietary Information

10.1 Client will keep in confidence and protect Proprietary Information from disclosure to third parties and restrict its use as provided in this Agreement. Client acknowledges that unauthorized disclosure of Proprietary Information may cause substantial

economic loss to Unisys or its licensors. All materials containing Proprietary Information will be marked with "Proprietary", "Confidential", or in a manner which gives notice of its proprietary nature. Proprietary Information will not be copied, in whole or in part, except when essential for correcting, generating or modifying Proprietary Information for Client's authorized use. Each copy, including its storage media, will be marked by Client with all notices which appear on the original.

10.2 Upon termination or cancellation of any license granted under this Agreement, Client will destroy (and, in writing, certify destruction) or return to Unisys all copies of the Software the license for which has been so terminated or canceled and any other related Proprietary Information in Client's possession (including Proprietary Information incorporated in other software or writings).

10.3 Any ideas, concepts, know-how, data processing techniques, Software, documentation, diagrams, schematics or blueprints developed by Unisys personnel (alone or jointly with Client) in connection with Information Services provided to Client will be the exclusive property of Unisys. Unisys grants to Client a non-exclusive, royalty-free license to use any of the foregoing in accordance with the terms of this Agreement.

10.4 Client acknowledges that all support materials, including without limitation, diagnostic software, are the property of and include Proprietary Information of Unisys. Client assures that such materials will be used only by Unisys maintenance personnel, and that Unisys has the right to remove such materials from Client's facility at any time. This provision applies even though such materials may be listed in the Unisys prices lists, catalogs, invoices or contracts.

10.5 Client will inform its employees of their obligations under this Section 10 and instruct them so as to ensure such obligations are met.

10.6 This Section 10 will survive termination or cancellation of this Agreement.

11. License

11.1 Unisys grants to Client a personal, non-exclusive and non-transferable license to use Software and related documentation according to the terms and conditions of this Agreement, solely for Client's internal data processing requirements on the Unisys SPU in the United States on which Software is initially installed. Client's use of Software will also be governed by any additional conditions which Unisys may provide on or prior to delivery of Software. Client agrees that Unisys may periodically inspect the computer site in order to audit Software supplied by Unisys installed at Client's site at mutually agreed upon times. If a separate license agreement accompanies non Unisys commodity Software, then the separate license agreement terms will supersede the license terms in this Agreement for that Software.

11.2 Client may modify any Unisys application Software and may combine this Software with other programs or materials to form an updated work, provided that upon discontinuance or termination of the license, the Unisys application Software will be removed from the updated work and returned to Unisys. Client will not decompile or disassemble any Software provided under this Agreement or modify Software which bears a copyright notice of any third party.

11.3 Unisys provides no media or documentation for Software designated "LO" (License Only). Client may make (a) one archival copy (for backup purposes) of each item of Software, and (b) one copy, as required, for each license granted of Software designated "LO". Each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original Software designated "SUBSCRN" (subscription) entitles Client to functional updates that Unisys releases for the same eligible base Software during the applicable term of the subscription, provided Client has a current license and the latest applicable Software Maintenance Releases for the eligible base Software. Software

designated "DRIVER" is for use solely with those models of device types specified in the driver's then-current published specification and a license is required for each separately addressable unit of a device type

11.4 If the SPU on which any item of Software is licensed becomes temporarily unavailable, use of such Software may be temporarily transferred to an alternative SPU until the original SPU becomes available

11.5 No license is granted to Client to use any Unisys proprietary operating system Software to assess, test or develop any hardware products or device handler software or operating system software that will be marketed by Client or others for compensation. Client may develop other software programs and may test fully developed, commercially available non Unisys hardware products or software programs where such testing is solely intended for Client's internal evaluation of the fitness of such product or program for Client's own internal data processing purposes

11.6 If Client desires to: (a) use Software in a service bureau mode, (b) use Software at another location, (c) use Software as restricted in Section 11.5, or (d) transfer operational use of the Software to a third party; then Client shall request prior permission in writing from Unisys. Unisys will then advise Client whether, and under what terms and conditions, Unisys will license the Software as requested. All restrictions applicable to Client will also apply to any permitted service bureau or third party users.

11.7 This Agreement does not transfer to Client title to any intellectual property contained in any Software, documentation or Proprietary Information

11.8 No party shall be entitled to use any Software unless the party has a valid written license to use such Software and all applicable charges for the use of such Software have been paid, except that Client may authorize temporary use of Software by a third party, only for Client's benefit, to assess, test or develop software programs to the extent authorized by Section 11.5 or to perform consulting services and studies, provided such third party agrees in writing to be bound by the provisions of this Agreement regarding Proprietary Information and Software

12. Warranties and Disclaimers

12.1 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. UNISYS DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS TO BOTH UNISYS AND NON UNISYS PRODUCTS AND SERVICES. UNISYS WARRANTIES EXTEND SOLELY TO CLIENT.

12.2 Equipment:

(a) Unisys warrants that equipment will be free from defects in material and workmanship and will substantially conform to relevant Unisys published specifications, including, if applicable, such specifications pertaining to time and date functionality, for a period of twelve months from its Installation Date. Equipment (i) may be newly manufactured, (ii) may be assembled from new or serviceable used parts that are equivalent to new parts in performance, or (iii) may have been previously installed. During this twelve month warranty period, Unisys will repair or replace any defective item of equipment or part or component of equipment promptly reported or sent to Unisys by Client which Unisys determines was defective due to faulty material or workmanship. Client will pay transportation and insurance costs to ship equipment if an off-site repair location is designated by Unisys; Unisys will pay the return costs if the equipment was defective. Labor costs of diagnosis are not included in this warranty

(b) Because equipment requires on-going maintenance, the preceding warranty is not a substitute for SURETY Support Services, which are available to Client for a charge

(c) Unisys makes no representation or warranty as to non Unisys equipment provided to Client, all of which is sold or licensed to Client "AS IS". Client agrees to look solely to the warranties and remedies, if any, provided by the manufacturer

12.3 Software:

(a) Each item of Software with the designation "W" is, in its unaltered form, warranted for 90 days from its Installation Date to conform substantially to the then-current published functional specifications, including, if applicable, such specifications pertaining to time and date functionality, provided such Software is used in a manner consistent with any applicable Unisys minimum equipment and software configuration specifications. Unisys will make reasonable efforts to correct such errors reflecting significant deviations from the functional specifications as are reported by Client to Unisys during such warranty period.

(b) Because not all errors in Software can or need be corrected, Unisys does not warrant that all Software defects will be corrected. Similarly, Unisys does not warrant that the functions contained in the Software will meet Client's requirements or that the Software will operate in combinations selected for use by Client

(c) All other Software delivered is not warranted by Unisys and is licensed "AS IS". In the case of non Unisys Software, Client agrees to look solely to the warranties and remedies, if any, provided by the Unisys licensor or vendor

12.4 SURETY Support Services:

(a) Unisys warrants that equipment and Software will be supported in accordance with the specific SURETY Service selected. Unisys sole and exclusive obligations under this warranty will be to conform to the Service Descriptions. Equipment parts which are removed for replacement by Unisys become the property of Unisys

(b) To determine eligibility and prerequisites for SURETY Support Services, Unisys may require inspection, at Client expense, of equipment which (i) has not been maintained continuously by Unisys from the date of purchase by Client or (ii) has been relocated

(c) All equipment, interconnected by signal and power cables, and non-application Software, located at the same site and which are subject to SURETY Support Services are required to be supported at the same Service Level as the SPU. Local area networks, workstations and remote data communication Products are not required to be at the same Service Level as the SPU.

(d) Services, including SURETY Support Services, do not cover the parts and service required to repair damage or correct errors attributable to (i) alterations or out-of-specification supplies, (ii) accidents, misuse, negligence or failure of Client to follow instructions for proper use, care and cleaning of equipment, (iii) external factors (e.g., failure or fluctuation of electrical power or air conditioning, fire, flood), or (iv) failure by Client to comply with Unisys environmental specifications

(e) Services apply only to properly configured Products at the minimum hardware and software levels designated by Unisys for support of the applicable Product specification. If the Unisys Product specification for the release level being used by Client explicitly includes time and date functionality, such as time and date functionality for Year 2000, Unisys will repair or correct material deviations that prevent the Unisys Product from conforming substantially to the specification. Except as provided in the immediately preceding sentence, all Services provided by Unisys exclude repair of damage or correction of errors related to (i) time and date functionality, including time and date functionality for Year 2000; and, (ii) defects in the design, manufacture, materials or workmanship related to non Unisys products and services

12.5 Information Services:

(a) Unisys will endeavor to provide Information Services on a timely basis subject to availability of qualified personnel and the difficulty and scope of the services to be provided

(b) Unisys may assign, reassign and substitute personnel at any time and may provide the same or similar services and materials to other clients

13. Alterations and Attachments

13.1 If Unisys is providing SURETY Support Services, Client will give Unisys prior written notice of any proposed alterations or attachments to equipment Unisys has no obligation to provide SURETY Support Services for non Unisys attachments, altered equipment or modified Software. Should Unisys agree to maintain, support or correct altered Products, Unisys may impose additional charges

13.2 Unisys is not responsible for any malfunction, nonperformance or degradation of performance of Products, supplies or maintenance support materials caused by or resulting directly or indirectly from any alteration or attachment unless Unisys is maintaining and Client has notified Unisys of the alteration or attachment that causes the malfunction

13.3 Unisys warranties will not apply if attachment of non Unisys equipment or alteration of Products directly or indirectly results in any malfunction, nonperformance or degradation of performance of Unisys Products; in addition, Client will be solely responsible for resulting infringement, personal injury or damage to property and Products

13.4 For purposes of this Agreement, "alterations" includes, but is not limited to, the incorporation of non Unisys components, boards and subassemblies into equipment, as well as modifications to Software. "Attachments" includes, but is not limited to, any non Unisys equipment, software, components or devices which are connected to Unisys Products

14. Limitation of Liability

14.1 UNLESS FURTHER LIMITED ELSEWHERE IN THIS AGREEMENT, THE ENTIRE LIABILITY OF UNISYS AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, WILL NOT EXCEED THE GREATER OF (A) \$100,000 OR (B) THE CHARGES PAID TO UNISYS DURING THE 24-MONTH PERIOD IMMEDIATELY PRIOR TO CLIENT'S NOTICE PURSUANT TO SECTION 18.1 FOR THE PRODUCTS OR SERVICES WHICH ARE THE SUBJECT MATTER OF OR DIRECTLY RELATED TO THE CAUSES OF ACTION ASSERTED. THIS SECTION 14.1 DOES NOT APPLY TO CLAIMS COVERED BY SECTION 15.

14.2 IN NO EVENT WILL UNISYS BE LIABLE FOR (A) ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUES, PROFITS OR SAVINGS, EVEN IF UNISYS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, (B) CLAIMS, DEMANDS OR ACTIONS AGAINST CLIENT BY ANY PERSON, EXCEPT AS PROVIDED IN SECTION 15, OR (C) LOSS OF OR DAMAGE TO CLIENT DATA FROM ANY CAUSE.

14.3 The entire liability of Unisys and Client's exclusive remedy for any defective non Unisys Products provided under this Agreement is limited to their return to Unisys within 90 days after shipment for refund of the amount paid to Unisys for such Products (not including any amounts paid for related services)

14.4 Unisys may direct Client to third parties having products or services which may be of interest to Client for use in conjunction with the Products. Notwithstanding any Unisys recommendation, referral or introduction, Client will independently investigate and test non Unisys products and services and will have sole responsibility for determining suitability for use of non Unisys products and

services. Unisys has no liability with respect to claims relating to or arising from use of non Unisys products and services, including, without limitation, claims arising from failure of non Unisys products to provide proper time and date functionality

15. Patent, Copyright and Trade Secret Indemnification

15.1 Unisys, at its own expense, will defend and indemnify Client against claims that Products furnished under this Agreement infringe a United States patent or copyright or misappropriate trade secrets protected under United States law, provided Client (a) gives Unisys prompt written notice of such claims pursuant to Section 17, (b) permits Unisys to defend or settle the claims, and (c) provides all reasonable assistance to Unisys in defending or settling the claims

15.2 As to any Product which is subject to a claim of infringement or misappropriation, Unisys may (a) obtain the right of continued use of the Product for Client or (b) replace or modify the Product to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of Unisys, any applicable Software license and its charges will end, Client will stop using the Product, and Client will return the Product to Unisys. Upon return of the Product, Unisys will give Client a credit for the price paid to Unisys, less a reasonable offset for use and obsolescence

15.3 Unisys will not defend or indemnify Client if any claim of infringement or misappropriation (a) is asserted by a parent, subsidiary or affiliate of Client, (b) results from Client's design or alteration of any Product, (c) results from use of any Product in combination with any non Unisys product, or (d) relates to a non Unisys Product alone

15.4 This Section 15 states the entire liability of Unisys and Client's sole and exclusive remedies for patent or copyright infringement and trade secret misappropriation

16. Termination and Cancellation

16.1 Unisys may suspend SURETY Support Services if any payment for such service under this Agreement is past due more than 30 days

16.2 Unisys may terminate SURETY Support Services or change support to Client for a Product upon six months written notice or at the expiration of the then-current term for SURETY Support Services, whichever occurs earlier

16.3 Either party may terminate any license for Software or any SURETY Support Services upon expiration of the applicable term by providing 30 days prior written notice. Failure to give such notice will result in a renewal or extension of the license or service in accordance with the provisions of this Agreement. The licenses for any Software automatically terminate upon Client's discontinuance of use of the SPU on which the Software was licensed, at which time Client must either destroy or return the Software and documentation to Unisys. Upon termination or cancellation of SURETY Support Services, all diagnostics will be returned to Unisys

16.4 Without prejudice to other remedies, Unisys may cancel this Agreement or any order placed under it, for default and repossess Products (excluding only equipment for which the purchase price has been fully paid), if, upon written notice, Client fails to (a) make any payment identified as delinquent (including payment of charges for services) within ten days or (b) cure any default relating to Sections 10 or 11 within 30 days.

16.5 Unisys may terminate SURETY Support Services on 30 days prior written notice if Unisys determines that any alterations, attachments, Client Software modification or failure to install a maintenance release will interfere with the provision of such services.

16.6 If the government body that appropriates Client's funds for data processing does not allocate such funds beyond the then-current fiscal period, Client may terminate all or any portion of this Agreement. Client will be liable for any accumulated payments due prior to the effective date of the new fiscal year. Client is not permitted to obtain any similar data processing equipment, software or service from any third party following such termination notice to Unisys.

16.7 Termination or cancellation of this Agreement will not affect any rights or duties arising under it with respect to Proprietary Information or security interest.

17. Notices

17.1 All notices required by this Agreement to be given to Client will be sent to its address on the cover page of this Agreement.

17.2 All notices required by Sections 15 and 18.1 and all requests for information under Section 8 will be sent by certified or registered mail and, when given to Unisys, addressed to:

Office of General Counsel
Unisys Corporation
Township Line and Union Meeting Roads
Blue Bell PA 19422

cc: Regional Vice President

17.3 All other notices to Unisys will be sent to the Unisys office which has been servicing Client.

18. Dispute Resolution

18.1 **Disputes and Demands** - ANY CLAIM OR CONTROVERSY RELATED TO OR ARISING OUT OF THIS AGREEMENT WHETHER IN CONTRACT OR IN TORT ("DISPUTE"), WILL BE RESOLVED ON A CONFIDENTIAL BASIS ACCORDING TO THE FOLLOWING PROCESS, WHICH EITHER PARTY MAY START BY DELIVERING TO THE OTHER PARTY A WRITTEN NOTICE DESCRIBING THE DISPUTE AND THE AMOUNT INVOLVED ("DEMAND").

18.2 **Negotiation and Mediation** - AFTER RECEIPT OF A DEMAND, AUTHORIZED REPRESENTATIVES OF THE PARTIES WILL MEET AT A MUTUALLY AGREED UPON TIME AND PLACE TO TRY TO RESOLVE THE DISPUTE BY NEGOTIATION. IF THE DISPUTE REMAINS UNRESOLVED AFTER THIS MEETING, EITHER PARTY MAY START MANDATORY NON-BINDING MEDIATION UNDER THE COMMERCIAL MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (AAA).

18.3 **Arbitration** - IF THE DISPUTE REMAINS UNRESOLVED 45 DAYS AFTER THE RECEIPT OF THE DEMAND, EITHER PARTY MAY START BINDING ARBITRATION UNDER THE COMMERCIAL ARBITRATION RULES OF THE AAA. THE ARBITRATION WILL BE BEFORE ONE ARBITRATOR; HOWEVER, BEFORE THE SELECTION OF THE ARBITRATOR, A PARTY (WHOSE IDENTITY WILL NOT BE REVEALED TO THE ARBITRATORS) MAY REQUIRE, AT ITS SOLE ADDITIONAL EXPENSE, A THREE ARBITRATOR PANEL. AT LEAST ONE ARBITRATOR WILL BE AN ATTORNEY. NO STATEMENTS BY, OR COMMUNICATIONS BETWEEN, THE PARTIES DURING NEGOTIATION OR MEDIATION, OR BOTH, UNDER SECTION 18.2, ABOVE, WILL BE ADMISSIBLE FOR ANY PURPOSE IN ARBITRATION. THE ARBITRATOR(S) WILL HAVE NO AUTHORITY TO AWARD PUNITIVE DAMAGES OR ANY OTHER MONETARY RELIEF NOT MEASURED BY THE PREVAILING PARTY'S ACTUAL DAMAGES (ADJUSTMENTS FOR TIME

VALUE OF MONEY PERMITTED), AND WILL NOT MAKE ANY DECISION INCONSISTENT WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY SHALL BEAR ITS INTERNAL EXPENSES AND ITS ATTORNEY'S FEES AND EXPENSES.

18.4 **Court** - NOTHING IN THIS SECTION 18 WILL PRECLUDE A PARTY'S RECOURSE TO A COURT OF COMPETENT JURISDICTION TO (A) ENFORCE THE TERMS OF, OR AN ARBITRATION AWARD UNDER, THIS SECTION; (B) SEEK TEMPORARY EQUITABLE RELIEF NECESSARY TO PROTECT ITS INTERESTS; OR (C) RECOVER SPECIFIC PROPERTY, INCLUDING AN ACTION IN REPLEVIN.

18.5 **Time Limit** - NEITHER ARBITRATION UNDER THIS SECTION NOR ANY LEGAL ACTION, REGARDLESS OF ITS FORM, RELATED TO OR ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT MORE THAN 2 YEARS AFTER THE CAUSE OF ACTION FIRST ACCRUED, EXCEPT IF A DEMAND IS MADE WITHIN 45 DAYS BEFORE THE END OF THIS 2 YEAR PERIOD, THE PARTIES SHALL HAVE 60 ADDITIONAL DAYS FROM THE DEMAND TO START ARBITRATION UNDER THIS AGREEMENT.

19. Other Provisions

19.1 All risk of loss or damage to Products will pass to Client upon delivery to Client's location.

19.2 Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.

19.3 Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.

19.4 **THIS AGREEMENT WILL BE GOVERNED BY THE LOCAL LAW OF THE STATE OR COMMONWEALTH IN WHICH CLIENT IS LOCATED.**

19.5 This Agreement constitutes the entire agreement between the parties with respect to the Products and services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties. The terms and conditions of this Agreement will supersede all other terms and conditions submitted by Client, including any preprinted terms on any Client purchase orders.

19.6 Unisys may assign this Agreement or its interest in any equipment, or assign the right to receive payments, without Client's consent. Any such assignment, however, will not change the obligations of Unisys to Client. Client will not assign or transfer its rights or obligations under this Agreement without prior written consent of Unisys. Any assignment or transfer prohibited by this provision will be void. Unisys may subcontract any services described in this Agreement to third parties selected by Unisys.

19.7 The terms and conditions of this Agreement may be modified only by a writing signed by a Unisys Vice President, General Manager or Contracts Manager.

19.8 Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.

19.9 Products and services provided under this Agreement may be subject to U.S. and other government export control regulations. Client assures that it will comply with all applicable export laws and regulations related to the use, disclosure, export, or reexport of these Products and services.

Equipment Location

List of Products Applicable to This Agreement

Item number	Style	Description	Warranty	Quantity	Unit purchase price	Client installable	Installation charge	Total purchase price

Page subtotal - Installation charge	Page subtotal - Purchase price
\$	\$
Total installation charge	Total purchase price
\$	\$
Other	
\$	
Grand total	
\$	
Less down payment	
\$	
Total amount due	
\$	

Service Warranty

Unisys will provide a Service Warranty for equipment designated A B C or D in the Warranty column. Support Center Services for Client Installable equipment is included in the Service Warranty for 90 days from the Installation Date. Service Warranty also includes Mail-In Service or Equipment On-Call Remedial Maintenance according to the following description:

For equipment designated "A" which is within 60 miles of the center of a Unisys concentration city, Unisys will provide Same Day Service¹. For equipment designated "A" which is more than 60 miles from the center of the nearest Unisys concentration city and for equipment designated "B", Unisys will provide Next Day Service¹. For equipment designated "C", Unisys will provide Second Day Service². For equipment designated "D", Unisys will provide Mail-In Service. The number immediately following the A, B, C or D designation identifies the number of months, following the Installation Date that Service Warranty will be performed.

¹) Refer to SURETY 'Definitions and Service Descriptions'.

²) Second Day Service means Unisys will make every reasonable effort to respond to on-site service requests two business days from call placement during the PPM.



SURETY Support Services Schedule

Agreement Number

Equipment Location _____

Bill To Location _____

Service Level

- (C) Comprehensive Platinum
- (G) Comprehensive Gold
- (P) Performance Gold
- (S) Performance Silver
- (A) Partner Silver
- (B) Partner Bronze

Administrator _____

Telephone number _____

Administrator _____

Telephone number _____

Initial term (Check if more than one year)

2 years 3 years Other: years

Annual rate increase cap (3-year initial term or longer)

%

SURETY Support Services Commencement Date

Service Access (Check one)

Standard Premium

Billing period (Check one)

Quarterly Annual Other:

List of Products Applicable to This Agreement

Level	Style	Description (Include vendor name and model if non Unisys product)	Quantity	Monthly Service Warranty Upgrade		Monthly SURETY	
				Unit charge	Total charge	Unit charge	Total charge

If Client is ordering SURETY Support Services for equipment which also has a Service Warranty period, the following applies. During the Service Warranty period, or any portion of this period, the equipment receives the SURETY Support Services ordered. The Monthly SURETY charge for equipment will not apply during the Service Warranty period; however the Monthly Service Warranty Upgrade charges will apply.

Page subtotal - Upgrade charges	Page subtotal - Monthly charges
\$	\$
Total upgrade charges	Total monthly charges
\$	\$
Other	Other
\$	\$
Upgrade Grand Total	Grand Total
\$	\$

Definitions and Service Descriptions

A. Definitions

Principal Period of Maintenance ("PPM") means 8:00 AM to 5:00 PM, Client's local time, Monday through Friday excluding Unisys designated holidays

Off Hours means all hours other than the PPM

Client Operational Hours ("COH") means all times when Client uses the Products

Failed Unit means a unit of equipment enrolled under SURETY Support Services, which is deemed eligible by Unisys for exchange, that is identified by Client as not in working order.

Exchange Unit means new, repaired, or previously used equipment in working order that Unisys conveys to Client as a replacement for a Failed Unit. The Failed Unit shall become the property of Unisys upon Client's receipt of the Exchange Unit or, if later upon receipt of the Failed Unit by Unisys Client warrants that title to the Failed Unit, and Unisys warrants that title to the Exchange Unit, shall be free and clear of all claims, liens, and encumbrances including security interests

Same Day Service means Unisys will make every reasonable effort to respond to Client's requests for on-site SURETY service within four (4) hours provided the request is received no later than four (4) hours prior to the end of Client's hours of coverage.

Next Day Service means Unisys will make every reasonable effort to respond to Client's request for on-site SURETY service received during a PPM no later than the next PPM

B. Service Descriptions

Unless specified on the Schedule or in this Section the Initial Term for SURETY Support Services will be 12 months and will commence on the later of the Installation Date of the applicable Products or the date Unisys accepts the Services order. Unless specified on the Schedule, the Initial Term of SURETY Support Services for Products added to a system already enrolled under SURETY Support Services will be coterminous with the applicable term of the Services on that system and, for purposes of changes to SURETY Support Service charges, will be deemed to have the same commencement date as the applicable term of the Services on that system. Following the Initial Term, SURETY Support Services will continue on an annual renewal basis at Unisys then-current prices until terminated or canceled according to the terms of this Agreement. The specific services for each Service Level are identified on the next page

1 Support Center Services provides assistance by electronic or voice communication during the PPM on operating the Products, identifying Product errors or malfunctions and advising on known detours, reporting software problems via a User Communication Form (UCF), and determining the need for on-call remedial service. Support Center Services during Off Hours consist of expediting response to network down and system emergencies. Some non Unisys products are not included in this service

2 User Communication Services provides for reporting of suspected Product errors or malfunctions or suggested new feature changes. Unisys will make reasonable efforts to provide detours or corrections for Unisys Products or non Unisys Products if available to Unisys at no additional charge from the vendor. Client will install all error corrections.

3 Essential Engineering Changes are changes released by Unisys for safety purposes or changes Unisys determines are essential to the performance of equipment. Changes will be installed at a mutually acceptable time during the applicable hours of coverage. For non Unisys equipment, Unisys will install Essential Engineering Changes based upon the availability of required materials at no cost to Unisys and additional labor charges will apply for Service Levels other than Comprehensive Gold and Platinum

4. Equipment Maintenance Parts are parts required for repairs made by Unisys personnel

5. Mail-In Service allows Client, at its expense and risk, to ship or to bring a Failed Unit to the Unisys designated location. Within 7 business days of receipt Unisys repairs the Failed Unit or gives Client an Exchange Unit

6. Software Maintenance Releases include error corrections and maintenance releases that have been developed or provided by Unisys. These releases shall be

licensed only for use on the designated computer system(s) under the applicable license agreement. Client will install all error corrections and maintenance releases.

7. Electronic Self Services provides Client with 1-800 telephone access by a dial-up connection to place Client Assistance Requests (CARs) and to get information on Unisys Products and services.

8. Advance Exchange Service allows Client to notify the Unisys designated point of contact of a Failed Unit enrolled in the Service. Upon notification, Unisys will ship an Exchange Unit to the Client using a next day delivery service. Client will install the Exchange Unit and, at its expense and risk, ship the Failed Unit to Unisys within 14 days after Client's receipt of the Exchange Unit. Advance Exchange Service is limited to selected equipment

9. Equipment On-Call Remedial Maintenance includes on-site repair or Exchange Unit service, at Unisys option, of equipment if a problem remains unresolved after Client has utilized Support Center Services as prescribed

10. Electronic On-Site Services allows the Support Centers to receive system data from Client and perform remote failure analysis. Client shall supply the equipment, software, and communication facilities to use the electronic support service capabilities of the Products as outlined in the Unisys product support plan

11. Equipment Preventive Maintenance, including the installation of engineering changes deemed appropriate by Unisys, will be performed at Client's location according to the manufacturer's recommendations at a mutually acceptable time during the applicable hours of coverage

12. Systems Operations Review provides that Unisys will meet with Client's personnel once annually, at a mutually acceptable location and time, to conduct computer systems operation reviews with respect to the Products. Client is responsible for scheduling the meeting. This service applies to systems designated by Unisys as enterprise servers or mainframes.

13. Software On-Call Support includes on-site service if Unisys determines that a Software problem remains unresolved after Client has utilized Support Center Services as prescribed. Desktop products are not included in this service

14. Equipment On-Call Remedial Maintenance Guaranteed Response means that if Client is located within a 60 mile radius from the center of a Unisys concentration city, Unisys commits to have a client service representative arrive at Client's site within two (2) hours during PPM and within three (3) hours outside of PPM. Response is measured from the time that Unisys receives the request for service from Client until Unisys arrives at Client's site. If Unisys moves its concentration city or Client relocates its site so that Client's site is no longer within a 60 mile radius from the center of a Unisys concentration city, Unisys reserves the right to adjust or eliminate the Service Level

15. Support Center Guaranteed Response (available only during the PPM) provides that Unisys will respond to Client's declared emergencies no later than one (1) hour after receipt of Client's request at the Client Support Center designated by Unisys

C. Descriptions of Service Access

Standard Access to Support Center Services provides Client with unlimited use of Electronic Self Services. Voice contacts are chargeable on a per call basis at Unisys then-current rates.

Premium Access to Support Center Services provides Client with unlimited use of Electronic Self Services and an unlimited number of voice contacts with the Unisys Support Centers.

D. Descriptions of Response to On-Call Service Requests

Performance Silver provides Next Day Service for Equipment On-Call Remedial Maintenance

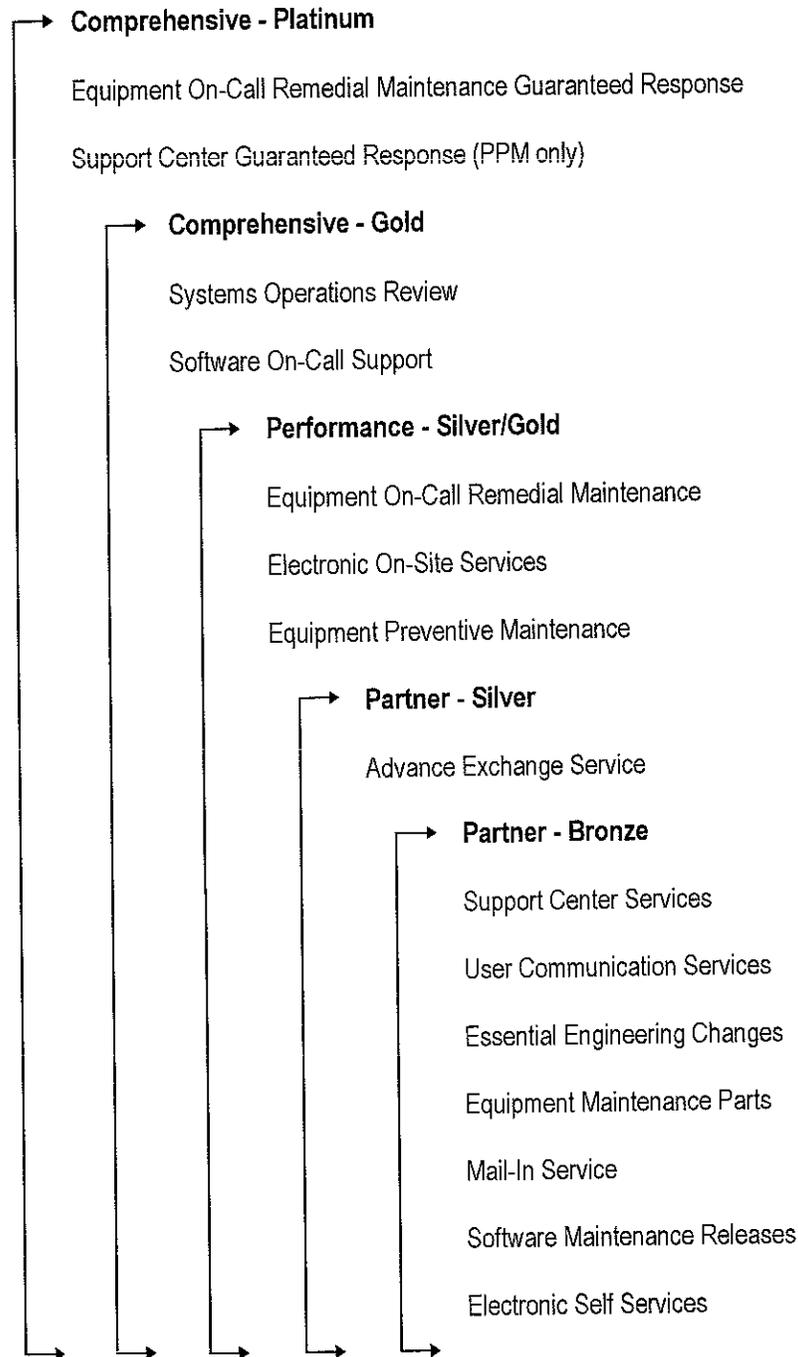
Performance Gold and Comprehensive Gold provide Same Day Service for Equipment On-Call Remedial Maintenance

Comprehensive Platinum provides Equipment On-Call Remedial Maintenance Guaranteed Response

Unisys SURETY Support Service Levels

The Service Levels as described below are cumulative (e.g., the services defined under Performance are in addition to those defined under Partner). **Not all services and Service Levels are available on all Products; please see the Service Descriptions for additional details.** The hours of coverage for Partner and Performance Service Levels are during the PPM. The hours of coverage for Comprehensive Service Levels are during the COH, unless designated PPM only. Individual Unisys SURETY Support Services contained in a higher Service Level than contracted are provided at Client request, as available, at then-current Unisys conditions and charges.

Service Levels



Equipment Location

List of Products Applicable to This Agreement

Item number	Style	Description	Quantity	Warr	License plan (specify ETP term)	License charge	Initial license charge	Installation charge

Page subtotal - License charge	Page subtotal - Initial license charge	Page subtotal - Installation charge
\$	\$	\$
Total license charge	Total initial license charge	Total installation charge
\$	\$	\$
Grand Total		
\$		

Terms and Conditions - License Plans

1. Licenses of Software for which Unisys charges either an **Annual License Charge (ALC)** or a **Monthly License Charge (MLC)** will have an initial term of twelve months commencing on the Installation Date. The MLC license will continue on a month-to-month basis and the ALC will renew annually until the license is terminated or canceled in accordance with Section 16 of this Agreement.
2. For certain licenses, Unisys may charge an **Initial License Charge** which will include the first monthly or annual charge.
3. **Extended Term Plan (ETP)**: Certain licenses of Software for which Unisys charges a single fee may have a 36 or 60 month extended term commencing on the Installation Date. Upon expiration of the extended term, the license will

be automatically continued on a month-to-month basis for a **Monthly License Charge**, unless terminated in accordance with Section 16 of this Agreement, or Client may pay another ETP fee for an additional extended term, if available.

4. **One Time Charge (OTC)**: For certain Software, upon payment of a one-time charge (invoiced upon shipment of the Software), Unisys will license Client to use the Software so long as Client continues to use the Software on the SPU on which it was originally licensed for use.

5. Software that has no license charge listed on this Schedule will have a license term which is coterminous with Client's possession and use of the equipment on which the Software is installed.

Agreement Number

Description of Information Services

Agreement Number

Description of Information Services (Continued)

Attachment 3

UNISYS

April 10, 1998

Ms. Fran Shooltz, Director
Michigan Information Processing Center
Office of Computing and Telecommunications
Department of Management & Budget
Lansing, MI 48913

Dear Fran:

Thank you for the opportunity to present this proposal for a used enterprise server to support the needs of the Michigan State Police when consolidated to MIPC

The specific system configured here is an A18223-HTE (serial number 422849554) dual processor, dual domain system. The A18223-HTE is the A18 follow on system to the A18-522. Included in the configuration are the following:

- Two A18-511 Processors (1 Per Domain)
- Two Memory subsystems (1 Per Domain) with 96MB Per Domain
- One Dual Domain System Console Processor (SCP) Maintenance Subsystem
- Two Redundant Power Supplies (1 Per Domain)
- Two IOM4 I/O Processors (1 Per Domain)
- One Internal Peripheral Rack containing:
 - ⇒ One CD-ROM Drive
 - ⇒ One 150MB QIC Tape
- Two Channel Adapter Racks
- Four High Speed Ethernet Channel Adapters
- Two FDDI Channel Adapters
- Four MLI Channel Adapters to DLP I/O Bases
- One Used RM36-1 (36U Rack Mount Cabinet)
- One MLI I/O Base (RM9-IO1) DLP Rack
- One I/O Base Exchanges to Connect to A18 Base to Share Tape & Printer
- Twelve (12) SCSI2 Channel Adapters for EMC Disk Connectivity
- Seven Modules of EMC Disk each having 26 85GB of Useable Storage
- Three, Four-Port EMC Channel Directors
- Full Complement of Software Currently used by MSP (exceptions noted below).

The EMC disk and related channel directors incorporated in this proposal will be installed in the EMC disk cabinets acquired by MIPC in December 1997

CARTRIDGE TAPE description to go here when available

Remote ODT capabilities can be achieved with the configured system by utilizing provided RS232 ports, two modems, a leased line and a T27-type device at the MSP office location.



While this method is not a supported Unisys feature, several customers are using this method. Other methods for providing remote ODT capabilities are available at additional cost.

MSP currently uses Data Transfer System (DTS) software on their A17. This software is currently unavailable. Because of this, some other mechanism will need to be explored to fulfill the functional requirement currently met by DTS.

In order to reduce development activity impact on their A17, MSP currently uses an A7 for LINC Development. With development activities on the A7, only LINC Deployment software is licensed on their A17. We have taken this same approach and included only LINC Deployment on the A18223-HTE system. It is my understanding that MSP will use the LINC Development environment on the MIPC NX4822-32.

The Comprehensive Platinum Premium Surety support is the same as currently provided on MIPCs Production and Development systems. I have included a three year summary of support charges in the cost model for your planning purposes.

To help ensure a smooth installation process, we have included professional services in the cost model. These services can be used as desired to assist with such items as software loading and system configuration.

As noted above, the A18223-HTE (including the A18522-4E) system and the RM36-1 cabinet are used equipment and sold AS IS and subject to the availability of the used Products at the time of delivery. If the used product is not available on or about the Unisys scheduled delivery date, then Client may terminate the order for these used product as its sole remedy for non-delivery, with no further liability or obligation to either party hereunder, and Unisys shall refund all monies paid by Client to Unisys for such used products prior to such termination.

Section 12.2(a) of the Unisys Consolidated Agreement State and Local Government is deleted in its entirety for the acquisition of the A18223-HTE and RM36-1 cabinet and replaced by the following:

- (a)(1) Unisys warrants that: (i) Unisys has title to the used Products and the right to sell them; (ii) the used Products purchased under this Agreement have been previously installed and/or used; and (iii) the used Products delivered under this Agreement shall pass the Unisys standard field test routines at the time of installation. No free maintenance is included in this warranty.
- (a)(2) If the used Products do not pass the standard field test routines at the time of installation, Unisys may adjust, repair or replace the used Products at Unisys' discretion. If Unisys determines that the corrective procedures are unsuccessful, or not feasible, the Client's sole and exclusive remedy is termination, with no further liability to the parties under this Agreement. Upon such termination, Client shall make such used Products available for removal by Unisys, with title reverting to Unisys free and clear of any encumbrances. Unisys shall then refund



any amounts paid by Client to Unisys for such used Products prior to such termination.

This preliminary proposal is submitted for your consideration under the terms and conditions of contract 071B5000692. The order, when approved by Unisys, shall constitute the only legally binding commitment of the parties.

Thank you for your consideration of this proposal. If you have any questions, please ask I will give any inquiry my immediate attention.

Sincerely,

A handwritten signature in black ink, appearing to read "Rich Peterson".

Richard C. Peterson
Account Manager

cc Matt Layman Unisys

Enclosure

Acquisition Summary		ACQUISITION PRICE	FIRST YEAR MONTHLY SURETY 7 X 24 SUPPORT
DESCRIPTION			
Software Configuration Services		\$17,200	N/A
Hardware		\$834,200	\$11,881
Estimated Freight		\$960	N/A
Installation Charge		\$12,688	N/A
Software - Extended Term Plan License Fee (36 Month)		\$993,602	\$9,463
Total:		\$1,858,650	\$21,344
Support Summary			
SURETY SUPPORT CATEGORY	YEAR 1	YEAR 2	YEAR 3
Hardware	\$142,572	\$149,701	\$157,186
Software	\$113,556	\$119,234	\$125,195
Total:	\$256,128	\$268,934	\$282,381
<div style="border: 1px solid black; border-radius: 15px; padding: 5px; display: inline-block;"> Pricing does not include tape cartridge hardware. </div>			
TOTAL		\$807,444	

Services			
HOURS	STYLE	DESCRIPTION	EXTENDED PRICE
80	AS2	SOFTWARE CONFIGURATION SERVICES	\$17,200

Hardware		DESCRIPTION	Acquisition Price		Comprehensive Platinum Voice Support		EST. FREIGHT CHARGE	INSTALL. CHARGE
QTY	STYLE		UNIT	EXTENDED	UNIT	EXTENDED		
1	A18223-HTE	SYS:A18 MODEL 223 HTE - USED	\$507,926	\$507,926	\$10,822	\$10,822	N/A	\$8,500
	(1) A1801-511	PROC:CAB SINGLE A18 SYS						
	(1) A1802-522	PROC:A18 2X SYS ADD						
	(1) A18522-UDE	FUNCT'L S/W:A18-522						
	(1) A1662-DDA	ADPTR:DUAL DOMAIN SCP						
	(1) A1810-MNT	INSTL:MAINTENANCE/DOC						
1	A18522-4E	MEM:W/SYS COMPONENT PKG - USED	N/A	N/A			N/A	
	(2) MEM96-MBD	MEM:MOTHERBOARD W/0MB						
	(2) MEM96-MOD	MEM:MODULE W/96MB						
	(2) IOM4-CRD	I/F:I/O MODULE						
	(4) CHN1684-MLI	ADPTR:MLI CHANNEL						
	(8) A1686-SCI	ADPTR:SCSI-2 DIFF CA						
	(1) OP99-SCP	CONSOLE:RACK MOUNT SCP						
	(1) RMA1918-CAB	CABINET:19U W/CD-ROM.QIC						
	(1) A1810-OMC	FUNCT'L S/W:SYS COMP PKG						
	(1) A99-EC6	CONSL SW:ENH CONS REC KY						
4	A1686-SCI	ADPTR:SCSI-2 DIFF CA	\$10,000	\$40,000	\$60	\$240	\$8	\$1,344
2	A1610-PWR	POWER:A16 MEMORY KIT #1	\$4,500	\$9,000	\$14	\$28	\$10	\$336
1	A1003-MOD	COMM HW:REMOTE SPRT MODM					\$2	
6	CA626-ETH	CTRL:MIDRANGE 802.3 C/A	\$11,000	\$44,000	\$118	\$472	\$20	\$640
	(6) CA626-BAS	CTRL:MIDRANGE 802.3 BASE						
	(6) CA600-OMC	MICROCD:DAC MICROCODE						
2	CA602-FDI	CTRL: FDDI CHAN ADAPTER	\$9,000	\$18,000	\$26	\$52	\$8	\$196
	(2) CA602-BAS	I/F:FDDI CA						
	(2) CA600-OMC	MICROCD: DAC MICROCODE						

Hardware		DESCRIPTION	Acquisition Price		Comprehensive Platinum Voice Support		EST. FREIGHT CHARGE	INSTALL. CHARGE
QTY	STYLE		UNIT	EXTENDED	UNIT	EXTENDED		
2	CHN36-CNV	UPGRD:3U-6U CA RACK UPGR	\$850	\$1,700			\$8	\$704
2	CBL10-CSB	CABLE:10' INTERNAL	\$500	\$1,000			\$4	
2	A1986-CSB	I/F:CMU INTERFACE KIT	\$1,000	\$2,000			\$10	
2	RM5-CA5	INSTL:CHANNEL ADAPT MOD	\$15,000	\$30,000	\$51	\$102	\$136	\$640
12	SCI19-UNI	EMCDISK:C19M-UNI CABLE	\$600	\$7,200				
1	RM36-1	CABINET:1ST UNIVERSAL IO - USED	\$12,000	\$12,000	\$90	\$90	\$724	\$168
	(1) RM36-L	36U LOUVERED FRONT CABNT						
	(1) RM9-JO1	INSTL:IO BASE RACK						
2	UT200-2	DISPLAY:POLL/SELECT TERM	\$565	\$1,130	\$15	\$30	\$16	
1	A930-2	I/F:IO BASE EXCH 2 MLI	\$4,725	\$4,725	\$45	\$45	\$2	\$160
2	KB27	KEYBD:UT200-2,UT200-2M	\$110	\$220			\$4	
4	MLI25-CBL	CABLE:25 FEET EXT MLI	\$550	\$2,200			\$8	
7	DSK5030-9S3	EMCDISK:5030-9S3	\$15,585	\$109,095				
3	DPC4-SW	EMCDISK:DPWSD4SW	\$14,668	\$44,004				
Hardware Summary:				\$834,200		\$11,881	\$960	\$12,688

Software		DESCRIPTION	36 MONTH EXTENDED TERM PLAN LICENSE	MONTHLY COMP. PLATINUM VOICE SUPPORT
QTY	STYLE			
1	AM18-S52	O/S:SSF FOR MODEL 522	\$733,194	\$6,728
1	SAM18-S52	O/S:SSF - MODEL 522 SRC	\$58,656	Incl.
1	AM18-CSS	COM SW:A SERIES BNAV2	\$17,046	\$228
	(1) A99-NAU	COM SW:NETWORK ADMIN		
	(1) A99-CPD	O/S:CPDLP OPER SYS		
	(1) A99-CPC	COM SW:CP2000 CONFIGRTR		
	(1) AM18-NSS	COM SW:NETWORK SRVC II		
1	AM18-RMP	COM SW:REMOTE PRINT SYS	\$17,170	\$229
1	AM18-DI2	QUERY SW:DMSII INQUIRY	\$18,596	\$248
1	AM18-C74	CMPLR:COBOL ANSI 74	\$15,497	\$206
1	AM18-CTD	DEV AID:COBOL 74 TST/DBG	\$11,742	\$155
1	AM18-ATD	DEV AID:ALGOL TEST/DBG	\$11,742	\$155
1	C99-BSC	COM SW:BISYNC STAIN GRP	\$3,165	\$31
1	C99-TTY	COM SW:TTY STATION GRP	\$2,529	\$31
1	C99-X25	COM SW:X 25 PROTOCOL	\$13,289	\$139
1	A18-MCM	O/S:A18 SYS S/W CORE MED	Incl.	Incl.
1	SA18-MCM	O/S:SRC A18 SYS CORE MED	Incl.	Incl.
1	AM18-L2R	LINC:RUN TIME, A 18	\$26,984	\$421
1	APL70-TAS	COM SW:TCPIP APPLICATNS	\$20,790	\$324
1	APL99-TIC	COM SW:TCPIP UNRESTRICTD	\$13,892	\$177
1	AM18-HSV	COM SW:HOST SERVICES	\$29,310	\$391
Software Summary:			\$993,602	\$9,463

Attachment 4



March 17, 1998

Ms. Fran Shooltz, Director
Michigan Information Processing Center
Office of Computing and Telecommunications
Department of Management & Budget
Lansing, MI 48913

Dear Fran:

Thank you for the opportunity to submit this proposal for Unisys Depcon Solution that will enhance the transfer of information at MIPC.

The Depcon Solution

Unisys believes that Depcon, its print distribution and print management software product, provides the best solution. The Depcon Solution can move data from your "A" series mainframe, and your 2200 Mainframe, as well as multiple hosts hooked up to the LAN. Depcon offers not only the easiest possible conversion to an open printing architecture, but also is a superior information management solution that will provide opportunities for cost savings in the future.

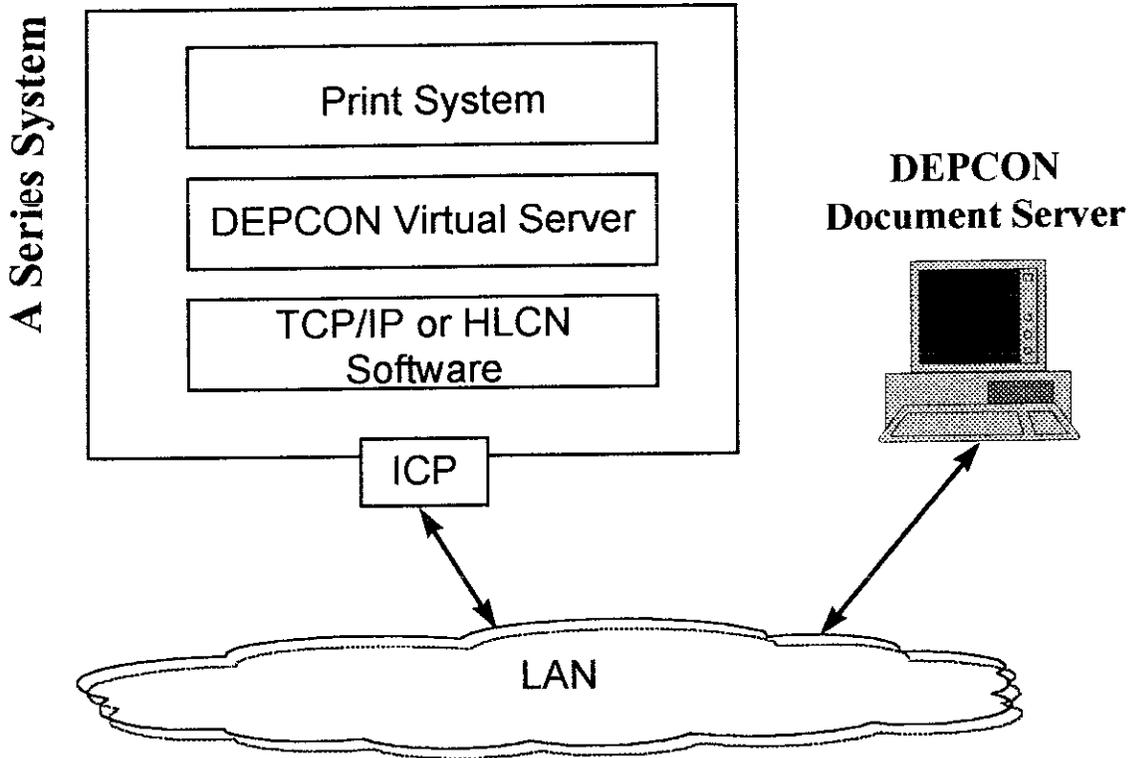
Depcon offers many mid-term and long-term benefits to MIPC, including the following:

- Application programmers can concentrate on the *content* of each print file. With very few exceptions, programmers will no longer need to embed formatting information in the print files that the applications create.
- Because Depcon's document re-engineering capability allows the selective placement of print data, it is no longer necessary to design the forms around the existing print file; the result will be better-looking print output.
- The appearance of a print job can be changed by modifying the appropriate configuration information on the Document Server, instead of by modifying printer commands in the print file.
- Depcon's print distribution capabilities allow MIPC to direct print files to desktop printers locally and to remote destinations that are on its WAN. Reprinting all or part of the file, if required, can be easily done from the Document Server.
- Depcon provides many cost-saving options in addition to printing. For example, the Document Server can "back up" print files to a shared directory, where end users can view the files online and print only the pages that they need, when they need them.

The Depcon A Series & 2200 components transfer print files from the mainframe to the Depcon Document Server via TCP/IP. Files that are to be sent to the Depcon PC are directed to one or more PrintS destinations on the mainframe; Depcon is configured as the virtual server for those destinations.

UNISYS

The following diagram illustrates this process:



The DEPCON Document Server is a Windows NT Workstation with the DEPCON PC component installed. DEPCON decides where to print each incoming print file and how to format the print job. It is understood that MIPC will provide their own NT Server.

Included in the configuration are the following:

	<u>Cost</u>	<u>Surety</u>
• Depcon Departmental Software (DEP300-DPT)	\$2,200	\$17
• Advanced Function Key – Dept. (DEP400-AFK)	\$750	\$13
• Depcon DDA Design Key (DEP500-DDA)	\$2,500	\$22
• Depcon Administrator (DEP500-ADM)	\$500	\$5
• Depcon A-Series Host Software (PTR100-HS1)	Customer Supplied	\$61
• Depcon 2200 Host Software (PTR2200-HS1)	Customer Supplied	\$61

This configuration provides one centralized copy of Depcon. Multiple copies of 5 or more are provided at 50% off for the current year.

UNISYS

Software licenses are offered on a One Time Charge (OTC) basis. The Comprehensive Platinum Premium Surety support offered in this proposal, is the same as currently provided on MIPC Unisys systems.

This preliminary proposal is submitted for your consideration under the terms and conditions of contract 071B5000692. The order, when approved by Unisys, shall constitute the only legally binding commitment of the parties.

Thank you for your consideration of this proposal. If you have any questions, please ask. I will give any inquiry my immediate attention.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Alek Jablonski'.

Alek Jablonski
Sales Executive

cc: Richard C Peterson Unisys



March 17, 1998

Ms. Fran Shooltz, Director
Michigan Information Processing Center
Office of Computing and Telecommunications
Department of Management & Budget
Lansing, MI 48913

Dear Fran:

Thank you for the opportunity to submit this proposal for Unisys 8090 Print Solution that will enhance the printing of information at MIPC

Unisys now offers all the advantages of continuous forms processing for a new, wider choice of applications. The UMS8090 was designed with a fast, short straight through paper path and contact free fusing. These features combined in one machine extend the reach of continuous forms processing. This type of processing used to be a no-go area for certain types of media (labels, for instance, plastic service cards or stickers) due to complex paper paths in the printers, and above all due to the high heat of the normal heat and pressure fusing process. With the UMS8090, you can print these materials and enjoy all the advantages of continuous forms processing: fast, failsafe reliability, inherent low jam rate of pinfeed input, high capacity/ low cost per page of roll feed, and a wide choice of media, including super light grades and recycled paper

The 90 PPM output speed is right in line with the printer's innovative concept, since it's geared to the needs of highly varied, enterprise printing. The printer accepts up to 18" wide paper, and the full print width of 17" can be used for Letter/ A4 two-up or Ledger/ A3 format prints.

Featured in the UMS 8090 Printers is the SRA controller (Scaleable Raster Architecture). Apart from 300 dpi resolution with industry standard PCL5 data streams, the controller also relieves the burden on your host system and network by decompressing data streams for CCITT imaging and image scaling in the printer itself. Naturally, this compact model offers excellent connectivity, and integrates into a number of system and network environments.

UNISYS

3 12 This PCI

Pricing is as follows:	<u>Cost</u>	<u>Surety</u>
UMS8090 Printer	\$78,500	\$ 900
F-Port Card for each printer	\$ 295	
Cable	\$ 150	

Surety is required immediately, there is no Warranty period

There is a click Charge of \$6 50 per 1000 feet

Estimated Delivery Charge is \$ 500

These printers includes installation

These printers come with an initial set of supplies, quantity 1 each of the following:

The Consumables for the UMS8090, are as follows:

Toner	Style #81-8090-979	Yield: 150k pages	Price \$132.76
Developer	Style #81-8091-977	Yield: 520k pages	Price \$160.00
Cleaning unit	Style#81-8093-973	Yield: 520k pages	Price \$617.00
Filter kit	Style#81-8092-975	Yield: 388k pages	Price \$191.18

These prices are FOB delivered

A three year price lock will be guaranteed.

The Comprehensive Platinum Premium Surety support offered in this proposal, will be the same as currently provided on MIPC Unisys systems, and is still to be determined.

This preliminary proposal is submitted for your consideration under the terms and conditions of contract 071B5000692. The order, when approved by Unisys, shall constitute the only legally binding commitment of the parties.

Thank you for your consideration of this proposal. If you have any questions, please ask. I will give any inquiry my immediate attention.

Sincerely,



Alek Jablonski
Sales Executive

cc: Richard C Peterson Unisys

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

December 16, 1997

**CHANGE NOTICE NO. 8
TO
CONTRACT NO. 071B5000692
between
THE STATE OF MICHIGAN
and**

NAME & ADDRESS OF VENDOR		TELEPHONE
Unisys Corporation 2290 Science Parkway Okemos, MI 48864		(517) 233-8622 <i>Sharon Walenga</i> Sharon Walenga, C.P.M.
NIGP #206-25		
Unisys Mainframe Hardware/Software - Michigan Information Processing Center		
CONTRACT PERIOD 5 Years	From: May 8, 1995	To: May 7, 2000
TERMS	SHIPMENT	
Net 30 Days		N/A
F.O.B.	SHIPPED FROM	
Delivered/Installed		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

CHANGE(S):

Additional hardware and software to upgrade and provide maintenance to the Unisys A18-742 processor and the implementation of ClearPath technology.

AUTHORITY/REASON:

Request per Unisys and agreed to per the State.

INCREASE: \$6,081,260.00

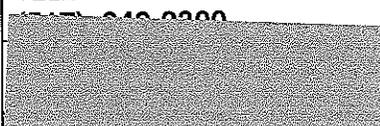
TOTAL REVISED ESTIMATED CONTRACT VALUE: \$42,050,827.00

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

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

November 24, 1997

CHANGE NOTICE NO. 7
TO
CONTRACT AGREEMENT NO. 071B5000692
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE
Unisys Corporation 2290 Science Parkway Okemos, MI 48864		 Sharon Walenga, C.P.M.
NIGP #206-25		
Unisys Mainframe Hardware/Software - Michigan Information Processing Center		
CONTRACT PERIOD 5 Years	From: May 8, 1995	To: May 7, 2000
TERMS	SHIPMENT	
Net 30 Days		N/A
F.O.B.	SHIPPED FROM	
Delivered/Installed		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

CHANGE(S):

Additional hardware and software to upgrade the Unisys A18 production disk (\$827,046) and the migration of the Michigan State Police Criminal Justice Data Center (CJDC) to MIPC (\$4,449,210) per the attached proposal.

AUTHORITY/REASON:

Request per Tom Morrison and agreed to per Unisys 9/29/97.

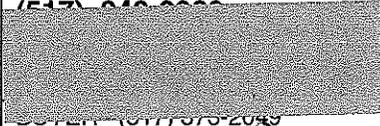
INCREASE: \$5,276,256.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$35,969,567.00

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

May 7, 1997

**CHANGE NOTICE NO. 6
 TO
 CONTRACT AGREEMENT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR		TELEPHONE
Unisys Corporation 2290 Science Parkway Okemos, MI 48864		(517) 340-2000  (517) 340-2043 Lisa Arnott
NIGP #206-25		
Unisys Mainframe Hardware/Software - Michigan Information Processing Center		
CONTRACT PERIOD 5 Years		From: May 8, 1995 To: May 7, 2000
TERMS	SHIPMENT	
Net 30 Days	N/A	
F.O.B.	SHIPPED FROM	
Delivered/Installed	N/A	
MINIMUM DELIVERY REQUIREMENTS		
N/A		

CHANGE(S):

Effective immediately, this Change Notice increases the dollar value by \$1,884,543.00. To facilitate the implementation of the 3 storage tank tek silos harvested from the Ball consolidation. The following items are included:

- \$ 8,038 for installation
- \$930,744 for 36 months of service
- \$ 36,066 for initial software
- \$909,695 for acquisition of term license.

AUTHORITY/REASON:

Ad Board approval dated 5/6/97; Agency request dated 3/12/97; Vendor letter dated 3/5/97.

INCREASE: \$1,884,543.00

TOTAL ESTIMATED CONTRACT VALUE: \$30,693,311.00

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

October 31, 1996

CHANGE NOTICE NO. 5
TO
BLANKET PURCHASE ORDER NO. 071B5000692
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR <p style="text-align: center;">Unisys Corporation 2290 Science Parkway Okemos, MI 48864</p>	TELEPHONE <div style="background-color: #cccccc; height: 40px; width: 100%;"></div> BUYER (517) 373-2049 Lisa Arnott
NIGP #206-25 <p style="text-align: center;">Unisys Mainframe Hardware/Software - Michigan Information Processing Center</p>	
BPO PERIOD 5 Years From: May 8, 1995 To: May 7, 2000	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B <p style="text-align: center;">Delivered/Installed</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

CHANGE(S):

BPO is hereby amended to add the following items:

- | | | |
|-----------------|---------------------------------|--------------------|
| 1. FX-XSTA18UPG | Filexpress XST Upgrade from ST | \$15,000.00 |
| 2. FX-XSTA18RL | Filexpress XST Relicense-Annual | \$ 2,995.00 |
| 3. ATT-ENH | Supportware Enhanced Plan | <u>\$ 1,995.00</u> |
| | | \$19,990.00 |

AUTHORITY/REASON:

BPO amended per agency request and vendor agreement

INCREASE: \$19,990.00

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

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

March 11, 1996

CHANGE NOTICE NO. 4
TO
BLANKET PURCHASE ORDER NO. 071B5000692
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR <p style="text-align: center;">Unisys Corporation 2290 Science Parkway Okemos, MI 48864</p>	TELEPHONE (517) 340-8888 Billie Collins <i>BC</i>
NIGP #206-25 <p style="text-align: center;">Unisys Mainframe Hardware/Software - Michigan Information Processing Center</p>	
BPO PERIOD 5 Years From: May 8, 1995 To: May 7, 2000	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">Delivered/Installed</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

CHANGE(S):

Increase of Blanket Purchase Order (BPO) value by \$125,000.00 to cover the cost associated with relocating the MIPC's A/8 Mainframe.

AUTHORITY/REASON: Agency request 2/12/96 and vendor letter of 1/2/96.

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

November 8, 1995

CHANGE NOTICE NO. 3
 TO
 CONTRACT AGREEMENT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE
Unisys Corporation 2290 Science Parkway Okemos, MI 48864		(517) 319-2300
		Billie Collins <i>bc</i>
NIGP #206-25 Unisys Mainframe Hardware/Software - Michigan Information Processing Center		
CONTRACT PERIOD 5 Years		To: May 7, 2000
From: May 8, 1995		
TERMS	SHIPMENT	
Net 30 Days		N/A
F.O.B.	SHIPPED FROM	
Delivered/Installed		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

CHANGE(S):

The following products are hereby incorporated as part of this contract.

<u>STYLE CODE</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
029341/029338	INFOConnect with Open Transport System	\$396
BUNI+	Unicard+ for Poll/Select	\$316
ICW-FTA	FileXpress Workstation Software	\$120

AUTHORITY/REASON:

Agency request 11/2/95 and vendor letter of 10/26/95.

The above pricing is FOB shipping point.

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

August 15, 1995

CHANGE NOTICE NO. 2
 TO
 CONTRACT AGREEMENT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE
Unisys Corporation 2290 Science Parkway Okemos, MI 48864		[REDACTED]
		BUYER Unit 9 Billie Collins <i>bc</i>
NIGP #206-25 Unisys Mainframe Hardware/Software - Michigan Information Processing Center		
CONTRACT PERIOD 5 Years From: May 8, 1995		To: May 7, 2000
TERMS Net 30 Days	SHIPMENT N/A	
F.O.B. Delivered/Installed	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

CHANGE(S):

Software items identified on the attached sheet are hereby incorporated as part of this contract.

AUTHORITY/REASON:

Agency request 7/14/95 and 8/4/95.

Vendor letter of 6/28/95.

CONTRACT NO. 071B50006921

CHANGE NOTICE NO. 2

QTY	STYLE	DESCRIPTION	5 YEAR LICENSE CHARGE	1 MONTH PREMIUM/ COMPRHENSIVE 1ST YEAR
1	A11-IDD	DATAMGT: INTERPRO ADDS	\$15,120	\$93
1	SA11-S22	O/S:SOURCE FOR MODEL 222	\$16,550	INCL
1	SA11-MCT	TRANSMGT:GEMCOS TOTL SRC	\$3,500	INCL
1	SA11-MCF	TRANSMGT:GEMCOS FORMT SRC	\$1,100	INCL
Summary:			\$36,270	\$93

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

May 23, 1995

CHANGE NOTICE NO. 1
 TO
 CONTRACT AGREEMENT NO. 071B5000692
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE
Unisys Corporation 2290 Science Parkway Okemos, MI 48864		(517) 310-2300
		Billie Collins <i>bc</i>
NIGP #206-25		
Unisys Mainframe Hardware/Software - Michigan Information Processing Center		
CONTRACT PERIOD 5 Years		From: May 8, 1995 To: May 7, 2000
TERMS	SHIPMENT	
Net 30 Days		N/A
F.O.B	SHIPPED FROM	
Delivered/Installed		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

CHANGE(S):

Contract to include the upgrade and refurbishing of the UPS and Batteries at the Secretary of State Data Center as provided on the attached quote. The following two items are included as part of the CP2000 acquisition for the MIPC:

STYLE	DESCRIPTION	ACQUISITION PRICE	DELIVERY CHARGE
15-9730-985	10BaseT Transceiver	\$149.00	\$4.00
15-9576-107	AUI Drop Cable	\$ 66.00	\$4.00

ESTIMATED VALUE: \$79,812.00

AUTHORITY/REASON: Agency request 5/18/95.