

<u>STYLE NAME</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>AGENCY</u>	<u>OFFERED PRICE</u>
CBL9016-IO1		346343551	Corrections	\$10
CBL9016-IO1		346343551	Corrections	\$10
<b>CBL9016-IO1 Total</b>				<b>\$40</b>
CP2000-COS		1008878168	Civil Service	\$0
CP2000-COS		1008878169	Civil Service	\$0
<b>CP2000-COS Total</b>				<b>\$0</b>
ESD3-CDR	CD Rom Reader	1020938300	State Police	\$50
ESD3-CDR	CD Rom Reader	1020938303	State Police	\$50
<b>ESD3-CDR Total</b>				<b>\$100</b>
ET2150-ODT	ODT	324647221	Transportation	\$10
ET2150-ODT	ODT	324649532	Transportation	\$10
<b>ET2150-ODT Total</b>				<b>\$20</b>
ET2160-ODT	ODT	325468023	Mental Health	\$10
<b>ET2160-ODT Total</b>				<b>\$10</b>
ET2162-ODT	ODT	325455236	State	\$10
ET2162-ODT	ODT	325469633	State	\$10
ET2162-ODT	ODT	324893957	State Police	\$10
ET2162-ODT	ODT	325467256	State Police	\$10
<b>ET2162-ODT Total</b>				<b>\$40</b>
M9010-40		NS	State Police	\$100
M9010-40		NS	State Police	\$100
<b>M9010-40 Total</b>				<b>\$200</b>
M9012-00		NS	State	\$200
M9012-00		NS	State	\$200
M9012-00		NS	State	\$200
M9012-00		NS	State	\$200
M9012-00		NS	State Police	\$200
M9012-00		NS	State Police	\$200
M9012-00		NS	State Police	\$200
<b>M9012-00 Total</b>				<b>\$1,400</b>
M9012-01		1012635580	Corrections	\$200
M9012-01		1012635581	Corrections	\$200
M9012-01		1012635582	Corrections	\$200
M9012-01		1012635583	Corrections	\$200
M9012-01		NS	Mental Health	\$200
M9012-01		NS	Mental Health	\$200
M9012-01		NS	State	\$200
M9012-01		NS	State	\$200
M9012-01		NS	State	\$200
M9012-01		NS	State	\$200
M9012-01		NS	State	\$200
M9012-01		NS	State Police	\$200
M9012-01		NS	Treasury	\$0
M9012-01		NS	Treasury	\$0
<b>M9012-01 Total</b>				<b>\$2,200</b>
M9612-00		NS	Mental Health	\$200
M9612-00		NS	Mental Health	\$200
M9612-00		NS	Mental Health	\$200
M9612-00		NS	Mental Health	\$200
M9612-00		NS	Mental Health	\$200

STYLE NAME	DESCRIPTION	SERIAL #	AGENCY	OFFERED PRICE
M9612-00		NS	Mental Health	\$200
M9612-00		NS	Mental Health	\$200
M9612-00		1015295986	State Police	\$200
M9612-00		NS	State Police	\$200
M9612-00		NS	State Police	\$200
M9612-00		NS	State Police	\$200
M9612-00		NS	State Police	\$200
M9612-00		NS	State Police	\$200
M9612-00		NS	State Police	\$200
<b>M9612-00 Total</b>				<b>\$2,600</b>
M9612-DP	Disk Drive	1012542972	Corrections	\$300
M9612-DP	Disk Drive	1012619254	Corrections	\$300
M9612-DP	Disk Drive	1012635573	Corrections	\$300
M9612-DP	Disk Drive	1012635576	Corrections	\$300
M9612-DP	Disk Drive	1012635578	Corrections	\$300
M9612-DP	Disk Drive	NS	Mental Health	\$300
M9612-DP	Disk Drive	NS	Mental Health	\$300
M9612-DP	Disk Drive	NS	Mental Health	\$300
M9612-DP	Disk Drive	NS	Mental Health	\$300
M9612-DP	Disk Drive	NS	Mental Health	\$300
M9612-DP	Disk Drive	1014882107	State	\$300
M9612-DP	Disk Drive	1014882108	State	\$300
M9612-DP	Disk Drive	NS	State	\$300
M9612-DP	Disk Drive	NS	State	\$300
M9612-DP	Disk Drive	NS	State	\$300
M9612-DP	Disk Drive	NS	State	\$300
M9612-DP	Disk Drive	NS	State	\$300
M9612-DP	Disk Drive	NS	State	\$300
M9612-DP	Disk Drive	NS	State	\$300
M9612-DP	Disk Drive	12547896584	Treasury	\$0
M9612-DP	Disk Drive	12547896589	Treasury	\$0
M9612-DP	Disk Drive	12596847854	Treasury	\$0
M9612-DP	Disk Drive	23658965874	Treasury	\$0
M9612-DP	Disk Drive	98669874585	Treasury	\$0
<b>M9612-DP Total</b>				<b>\$5,400</b>
M9612-SP	Disk Drive	1012535031	State Police	\$200
M9612-SP	Disk Drive	1012535032	State Police	\$200
M9612-SP	Disk Drive	NS	State Police	\$200
M9612-SP	Disk Drive	NS	State Police	\$200
M9612-SP	Disk Drive	NS	State Police	\$200
<b>M9612-SP Total</b>				<b>\$1,000</b>
M9612-STD		NS	Mental Health	\$50
M9612-STD		NS	Mental Health	\$50
M9612-STD		NS	Mental Health	\$50
M9612-STD		NS	Mental Health	\$50
M9612-STD		NS	Mental Health	\$50
M9612-STD		NS	Mental Health	\$50
M9612-STD		NS	Mental Health	\$50
M9612-STD		NS	Mental Health	\$50
M9612-STD		NS	Mental Health	\$50
M9612-STD		NS	Mental Health	\$50



<u>STYLE NAME</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>AGENCY</u>	<u>OFFERED PRICE</u>
M9710-14		375902889	Mental Health	\$100
M9710-14		375905957	Treasury	\$100
<b>M9710-14 Total</b>				<b>\$200</b>
M9710-21		375916442	State Police	\$100
M9710-21		375925500	State Police	\$100
<b>M9710-21 Total</b>				<b>\$200</b>
M9710-24		375915667	Civil Service	\$100
<b>M9710-24 Total</b>				<b>\$100</b>
M9710-24D		375915667	Civil Service	\$100
<b>M9710-24D Total</b>				<b>\$100</b>
M9710-65		375926938	Corrections	\$200
M9710-65		375913100	Mental Health	\$200
M9710-65		375911831	State	\$200
M9710-65		375916319	State	\$200
M9710-65		375920188	Treasury	\$0
<b>M9710-65 Total</b>				<b>\$800</b>
M9710-65D		375926938	Corrections	\$250
M9710-65D		375913100	Mental Health	\$250
M9710-65D		375911831	State	\$250
M9710-65D		375916319	State	\$250
M9710-65D		375920188	Treasury	\$0
<b>M9710-65D Total</b>				<b>\$1,000</b>
M9710-80		346343551	Corrections	\$200
<b>M9710-80 Total</b>				<b>\$200</b>
M9710-84D		346339450	Mental Health	\$250
<b>M9710-84D Total</b>				<b>\$250</b>
M9710-84P		346343551	Corrections	\$250
<b>M9710-84P Total</b>				<b>\$250</b>
MA150-T		1019077790	State	\$50
MA150-T		NS	State Police	\$50
<b>MA150-T Total</b>				<b>\$100</b>
MA200-ICP	Micro A ICP	1007691619	Civil Service	\$50
MA200-ICP	Micro A ICP	1008755765	Civil Service	\$50
MA200-ICP	Micro A ICP	1009681414	Commerce	\$50
MA200-ICP	Micro A ICP	1009681425	Commerce	\$50
MA200-ICP	Micro A ICP	397992454	Corrections	\$50
MA200-ICP	Micro A ICP	397992462	Corrections	\$50
MA200-ICP	Micro A ICP	NS	State	\$50
MA200-ICP	Micro A ICP	1009755612	State Police	\$50
MA200-ICP	Micro A ICP	9158080	Transportation	\$50
MA200-ICP	Micro A ICP	NS	Treasury	\$50
MA200-ICP	Micro A ICP	NS	Treasury	\$50
<b>MA200-ICP Total</b>				<b>\$550</b>
MA280-D		1008877298	Civil Service	\$50
MA280-D		1009071816	Civil Service	\$50
MA280-D		1011148308	State Police	\$50
<b>MA280-D Total</b>				<b>\$150</b>
MA280-HD2		1017219539	State	\$100
<b>MA280-HD2 Total</b>				<b>\$100</b>

STYLE NAME	DESCRIPTION	SERIAL #	AGENCY	OFFERED PRICE
MA300-ICP		419513148	State Police	\$50
<b>MA300-ICP Total</b>				\$50
MA310-90		1015624847	Corrections	\$50
MA310-90		1015624848	Corrections	\$50
<b>MA310-90 Total</b>				\$100
MA378-30		NS	Treasury	\$50
<b>MA378-30 Total</b>				\$50
MA560-D		NS	Treasury	\$50
<b>MA560-D Total</b>				\$50
MA560-D2		1014405544	Corrections	\$100
MA560-D2		1014405545	Corrections	\$100
<b>MA560-D2 Total</b>				\$200
MA800	Micro A System	150043255	Civil Service	\$500
MA800	Micro A System	150043271	Civil Service	\$500
MA800	Micro A System	150027860	Commerce	\$500
MA800	Micro A System	150028157	Commerce	\$500
MA800	Micro A System	150051035	State Police	\$500
MA800	Micro A System	150029486	Transportation	\$500
MA800	Micro A System	150026250	Treasury	\$500
<b>MA800 Total</b>				\$3,500
MA800-6	Micro A System	1017067120	Civil Service	\$500
MA800-6	Micro A System	1017067121	Civil Service	\$500
MA800-6	Micro A System	1013832696	State Police	\$500
MA800-6	Micro A System	1013872292	State Police	\$500
<b>MA800-6 Total</b>				\$2,000
MA800-ATD		1008878171	Civil Service	\$0
MA800-ATD		1008878172	Civil Service	\$0
<b>MA800-ATD Total</b>				\$0
MA800-C74		1008878175	Civil Service	\$0
MA800-C74		1008878176	Civil Service	\$0
<b>MA800-C74 Total</b>				\$0
MA800-CTD		1008878173	Civil Service	\$0
MA800-CTD		1008878174	Civil Service	\$0
<b>MA800-CTD Total</b>				\$0
MA800-HSV		1008878177	Civil Service	\$0
MA800-HSV		1008878178	Civil Service	\$0
<b>MA800-HSV Total</b>				\$0
MA800-IDD		1008878179	Civil Service	\$0
MA800-IDD		1008878180	Civil Service	\$0
<b>MA800-IDD Total</b>				\$0
MA800-MCM		75075	Civil Service	\$0
<b>MA800-MCM Total</b>				\$0
MA800-MEM		1017067118	Civil Service	\$50
MA800-MEM		1017067119	Civil Service	\$50
MA800-MEM		1010792495	State Police	\$50
<b>MA800-MEM Total</b>				\$150
MA800-NSS		1008878181	Civil Service	\$0
MA800-NSS		1008878182	Civil Service	\$0
<b>MA800-NSS Total</b>				\$0

STYLE NAME	DESCRIPTION	SERIAL #	AGENCY	OFFERED PRICE
MA800-OS2		1008878169	Civil Service	\$0
MA800-OS2		1008878169	Civil Service	\$0
<b>MA800-OS2 Total</b>				\$0
MA800-RPG		1008878183	Civil Service	\$0
MA800-RPG		1008878184	Civil Service	\$0
<b>MA800-RPG Total</b>				\$0
MA800-SDF		1008878185	Civil Service	\$0
MA800-SDF		1008878186	Civil Service	\$0
<b>MA800-SDF Total</b>				\$0
MA800-SP2		1008878187	Civil Service	\$0
MA800-SP2		1008878188	Civil Service	\$0
<b>MA800-SP2 Total</b>				\$0
MA800-STU		1008878189	Civil Service	\$0
MA800-STU		1008878190	Civil Service	\$0
<b>MA800-STU Total</b>				\$0
MA800-VCP		150027860	Commerce	\$0
MA800-VCP		150028157	Commerce	\$0
MA800-VCP		150051035	State Police	\$0
<b>MA800-VCP Total</b>				\$0
MA825-24		1020970659	State Police	\$50
<b>MA825-24 Total</b>				\$50
MA825-24M		1020970658	State Police	\$50
<b>MA825-24M Total</b>				\$50
MA825-DS4		397992454	Corrections	\$750
MA825-DS4		397992462	Corrections	\$750
MA825-DS4		419500723	Treasury	\$750
MA825-DS4		419500731	Treasury	\$750
<b>MA825-DS4 Total</b>				\$3,000
MA825-DX4		419500509	State	\$1,000
<b>MA825-DX4 Total</b>				\$1,000
MA8491		150022622	Civil Service	\$100
MA8491		150046209	Civil Service	\$100
MA8491		150030674	Commerce	\$100
MA8491		150030831	Commerce	\$100
MA8491		150031151	State Police	\$100
<b>MA8491 Total</b>				\$500
MA8493		150052439	Civil Service	\$100
MA8493		150052447	Civil Service	\$100
MA8493		150048866	Treasury	\$100
<b>MA8493 Total</b>				\$300
MA8494	Disk	160015285	Corrections	\$100
MA8494	Disk	160015293	Corrections	\$100
MA8494	Disk	160015350	Corrections	\$100
MA8494	Disk	160015558	Corrections	\$100
MA8494	Disk	160015848	Corrections	\$100
MA8494	Disk	160015889	Corrections	\$100
MA8494	Disk	ZZ 419500509	State	\$100
MA8494	Disk	160017281	Treasury	\$100
MA8494	Disk	160017299	Treasury	\$100

STYLE NAME	DESCRIPTION	SERIAL #	AGENCY	OFFERED PRICE
<b>MA8494 Total</b>				\$900
MA8591		150053981	State	\$100
MA8591		150041895	State Police	\$100
<b>MA8591 Total</b>				\$200
MA8856-10		1008755875	Civil Service	\$50
MA8856-10		1008755876	Civil Service	\$50
MA8856-10		1008755877	Civil Service	\$50
MA8856-10		1009681437	Commerce	\$50
MA8856-10		1009681443	Commerce	\$50
MA8856-10		1009683384	State Police	\$50
<b>MA8856-10 Total</b>				\$300
MA99-CPC		1008878170	Civil Service	\$0
<b>MA99-CPC Total</b>				\$0
MD8-2DP	Disk	340215656	Treasury	\$100
<b>MD8-2DP Total</b>				\$100
MD8-4DP	Disk	340211895	Treasury	\$150
MD8-4DP	Disk	340211911	Treasury	\$150
MD8-4DP	Disk	340215524	Treasury	\$150
MD8-4DP	Disk	340215540	Treasury	\$150
MD8-4DP	Disk	340215557	Treasury	\$150
MD8-4DP	Disk	340215565	Treasury	\$150
MD8-4DP	Disk	340222488	Treasury	\$150
<b>MD8-4DP Total</b>				\$1,050
RM36-1		422817742	Corrections	\$200
<b>RM36-1 Total</b>				\$200
RM36-L		422817742	Corrections	\$200
<b>RM36-L Total</b>				\$200
RM507301-1X1		432146629	State Police	\$200
RM507301-1X1		432146637	State Police	\$200
<b>RM507301-1X1 Total</b>				\$400
RM507302-MTU		432155315	State Police	\$200
RM507302-MTU		432155323	State Police	\$200
<b>RM507302-MTU Total</b>				\$400
RM9-IO1		422819797	Corrections	\$200
<b>RM9-IO1 Total</b>				\$200
T2712-ODT	ODT	343639399	State Police	\$10
<b>T2712-ODT Total</b>				\$10
UP6100		E 395130	Mental Health	\$500
UP6100		E 235737	State Police	\$500
UP6100		E 235738	State Police	\$500
UP6100		E 395096	State Police	\$500
<b>UP6100 Total</b>				\$2,000
USE1900-II		111	State Police	\$500
USE1900-II		111	State Police	\$500
<b>USE1900-II Total</b>				\$1,000
USR5073-ACL		1017733826	State Police	\$2,000
USR5073-ACL		1017733827	State Police	\$2,000
USR5073-ACL		1017733828	State Police	\$2,000
USR5073-ACL		1017733829	State Police	\$2,000

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<b>USR5073-ACL Total</b>				\$8,000
USR5073102-23Q		432146629	State Police	\$7,500
USR5073102-23Q		432146637	State Police	\$7,500
<b>USR5073102-23Q Total</b>				\$15,000
X205-ICP	ICP	9158076	Transportation	\$100
<b>X205-ICP Total</b>				\$100
X246-91	Printer DLP	310736335	Lottery	\$100
<b>X246-91 Total</b>				\$100
X246-92	Printer DLP	382981371	Civil Service	\$100
X246-92	Printer DLP	382981389	Civil Service	\$100
X246-92	Printer DLP	NS	Mental Health	\$100
X246-92	Printer DLP	NS	Mental Health	\$100
X246-92	Printer DLP	1016874600	State	\$100
X246-92	Printer DLP	NS	State	\$100
X246-92	Printer DLP	NS	State	\$100
X246-92	Printer DLP	NS	State	\$100
X246-92	Printer DLP	NS	State Police	\$100
X246-92	Printer DLP	n/s	Treasury	\$100
<b>X246-92 Total</b>				\$1,000
X246-93	Printer DLP	1017109108	Civil Service	\$100
<b>X246-93 Total</b>				\$100
X246-97	Printer DLP	NS	Commerce	\$100
X246-97	Printer DLP	NS	Commerce	\$100
X246-97	Printer DLP	NS	Commerce	\$100
<b>X246-97 Total</b>				\$300
X301-ICP	ICP	382981173	Civil Service	\$100
X301-ICP	ICP	382981181	Civil Service	\$100
<b>X301-ICP Total</b>				\$200
X304-91	Disk DLP	1268505856	Commerce	\$100
X304-91	Disk DLP	1268505856	Commerce	\$100
X304-91	Disk DLP	1268505856	Commerce	\$100
X304-91	Disk DLP	1268505856	Commerce	\$100
X304-91	Disk DLP	NS	Treasury	\$100
X304-91	Disk DLP	NS	Treasury	\$100
<b>X304-91 Total</b>				\$600
X304-92	Disk DLP	NS	Mental Health	\$100
X304-92	Disk DLP	NS	Mental Health	\$100
X304-92	Disk DLP	NS	State Police	\$100
X304-92	Disk DLP	NS	State Police	\$100
X304-92	Disk DLP	NS	Treasury	\$100
X304-92	Disk DLP	NS	Treasury	\$100
<b>X304-92 Total</b>				\$600
X304-98	Disk DLP	n/s	Treasury	\$100
X304-98	Disk DLP	n/s	Treasury	\$100
X304-98	Disk DLP	n/s	Treasury	\$100
X304-98	Disk DLP	n/s	Treasury	\$100
X304-98	Disk DLP	n/s	Treasury	\$100
X304-98	Disk DLP	n/s	Treasury	\$100
<b>X304-98 Total</b>				\$600

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X304-99	Disk DLP	n/s	Treasury	\$100
<b>X304-99 Total</b>				<b>\$100</b>
X304-ICP	ICP	1007123245	Lottery	\$100
X304-ICP	ICP	91007123245	Lottery	\$100
X304-ICP	ICP	NS	State	\$100
X304-ICP	ICP	1006638810	Treasury	\$100
<b>X304-ICP Total</b>				<b>\$400</b>
X305-ICP	ICP	9158069	Transportation	\$100
<b>X305-ICP Total</b>				<b>\$100</b>
X310-90	SCSI DLP	NS	Commerce	\$100
X310-90	SCSI DLP	NS	Commerce	\$100
X310-90	SCSI DLP	NS	State Police	\$100
<b>X310-90 Total</b>				<b>\$300</b>
X310-91	SCSI DLP	382981173	Civil Service	\$1,000
X310-91	SCSI DLP	382981181	Civil Service	\$1,000
X310-91	SCSI DLP	382981371	Civil Service	\$1,000
X310-91	SCSI DLP	382981389	Civil Service	\$1,000
X310-91	SCSI DLP	NS	Commerce	\$1,000
X310-91	SCSI DLP	336960760	Corrections	\$1,000
X310-91	SCSI DLP	336960760	Corrections	\$1,000
X310-91	SCSI DLP	336960760	Corrections	\$1,000
X310-91	SCSI DLP	336960760	Corrections	\$1,000
X310-91	SCSI DLP	336960760	Corrections	\$1,000
X310-91	SCSI DLP	336960760	Corrections	\$1,000
X310-91	SCSI DLP	336960760	Corrections	\$1,000
X310-91	SCSI DLP	336960760	Corrections	\$1,000
X310-91	SCSI DLP	422817742	Corrections	\$1,000
X310-91	SCSI DLP	422817742	Corrections	\$1,000
X310-91	SCSI DLP	422817742	Corrections	\$1,000
X310-91	SCSI DLP	422817742	Corrections	\$1,000
X310-91	SCSI DLP	1007123245	Lottery	\$1,000
X310-91	SCSI DLP	1007123245	Lottery	\$1,000
X310-91	SCSI DLP	1007123245	Lottery	\$1,000
X310-91	SCSI DLP	1007123245	Lottery	\$1,000
X310-91	SCSI DLP	1007123245	Lottery	\$1,000
X310-91	SCSI DLP	1007123245	Lottery	\$1,000
X310-91	SCSI DLP	NS	Mental Health	\$1,000
X310-91	SCSI DLP	NS	Mental Health	\$1,000
X310-91	SCSI DLP	NS	Mental Health	\$1,000
X310-91	SCSI DLP	NS	Mental Health	\$1,000
X310-91	SCSI DLP	NS	Mental Health	\$1,000
X310-91	SCSI DLP	NS	Mental Health	\$1,000
X310-91	SCSI DLP	NS	Mental Health	\$1,000
X310-91	SCSI DLP	NS	Mental Health	\$1,000
X310-91	SCSI DLP	NS	Mental Health	\$1,000
X310-91	SCSI DLP	NS	Mental Health	\$1,000
X310-91	SCSI DLP	NS	Mental Health	\$1,000
X310-91	SCSI DLP	NS	Mental Health	\$1,000
X310-91	SCSI DLP	NS	Mental Health	\$1,000
X310-91	SCSI DLP	NS	Mental Health	\$1,000
X310-91	SCSI DLP	NS	Mental Health	\$1,000
X310-91	SCSI DLP	NS	Mental Health	\$1,000



<u>STYLE NAME</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>AGENCY</u>	<u>OFFERED PRICE</u>
X310-91	SCSI DLP	NS	Treasury	\$1,000
X310-91	SCSI DLP	NS	Treasury	\$1,000
X310-91	SCSI DLP	NS	Treasury	\$1,000
X310-91	SCSI DLP	NS	Treasury	\$1,000
X310-91	SCSI DLP	NS	Treasury	\$1,000
X310-91	SCSI DLP	NS	Treasury	\$1,000
X310-91	SCSI DLP	NS	Treasury	\$1,000
X310-91	SCSI DLP	NS	Treasury	\$1,000
X310-91	SCSI DLP	NS	Treasury	\$0
X310-91	SCSI DLP	NS	Treasury	\$0
X310-91	SCSI DLP	NS	Treasury	\$0
X310-91	SCSI DLP	NS	Treasury	\$0
X310-91	SCSI DLP	NS	Treasury	\$0
X310-91	SCSI DLP	NS	Treasury	\$0
X310-91	SCSI DLP	NS	Treasury	\$0
X310-91	SCSI DLP	NS	Treasury	\$0
<b>X310-91 Total</b>				<b>\$93,000</b>
X310-91E	SCSI DLP	1007123245	Lottery	\$200
X310-91E	SCSI DLP	1007123245	Lottery	\$200
X310-91E	SCSI DLP	1007123245	Lottery	\$200
X310-91E	SCSI DLP	1007123245	Lottery	\$200
X310-91E	SCSI DLP	1007123245	Lottery	\$200
X310-91E	SCSI DLP	1007123245	Lottery	\$200
<b>X310-91E Total</b>				<b>\$1,200</b>
X378-20	Data Comm DLP	NS	Commerce	\$100
X378-20	Data Comm DLP	NS	Commerce	\$100
X378-20	Data Comm DLP	NS	Mental Health	\$100
X378-20	Data Comm DLP	NS	Mental Health	\$100
X378-20	Data Comm DLP	NS	Mental Health	\$100
X378-20	Data Comm DLP	NS	Mental Health	\$100
X378-20	Data Comm DLP	NS	Mental Health	\$100
X378-20	Data Comm DLP	NS	Mental Health	\$100
<b>X378-20 Total</b>				<b>\$800</b>
X378-30	Data Comm DLP	NS	Mental Health	\$100
X378-30		NS	Mental Health	\$100
<b>X378-30 Total</b>				<b>\$200</b>
X4-DLP		382981173	Civil Service	\$100
X4-DLP		382981371	Civil Service	\$100
<b>X4-DLP Total</b>				<b>\$200</b>
X602-ICP		420677353	Treasury	\$100
<b>X602-ICP Total</b>				<b>\$100</b>
X604-ICP		1014438217	Corrections	\$100
X604-ICP		1019058884	Lottery	\$100
X604-ICP		1014728829	Treasury	\$100
<b>X604-ICP Total</b>				<b>\$300</b>
X605-ICP		1018866936	Transportation	\$100
X605-ICP		1014728830	Treasury	\$100
X605-ICP		1014728831	Treasury	\$100
X605-ICP		1014728833	Treasury	\$100

<u>STYLE NAME</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>AGENCY</u>	<u>OFFERED PRICE</u>
X605-ICP		1014728835	Treasury	\$100
X605-ICP		1014728837	Treasury	\$100
<b>X605-ICP Total</b>				<b>\$600</b>
<b>Grand Total</b>				<b>\$472,940</b>

**Note 6A:** The salvage value price ("Trade-In Credit") shown for any or all items detailed in Section 6 ("Salvage Equipment") is predicated on : (1) Unisys will obtain free and clear title for this equipment, and (2) that State will procure both the proposed Production and Development Systems with their associated peripherals and licenses directly from Unisys. If either of these conditions is not met, then the Unisys Trade-In Credit proposed for Part 6 is withdrawn. This proposed Unisys Trade-In Credit does not preclude the State from accepting competitive offers for those salvage items shown. However, should the State accept salvage credit offers from other bidders, then it is understood that the Unisys Trade-In Credit per item will be reduced accordingly, thereby increasing the net amount due Unisys for the procurement of the Production and Development Systems, associated peripherals, and licenses as proposed in this bid.

**Note 6B:** It is understood that the Unisys Trade-In Credits calculated for those items identified with the State Police A17 System are being offered based on the understanding that the State procures the A18-742 Production System configuration proposed by Unisys.

Item #	Qty	Style	Description	Unit Price	Extended Price (Qty * Unit Price)	Monthly Maintenance Fee	Extended Freight
1	1		On-Site Customer Service Engineer, Eight Hours between 8AM - 5PM Monday through Friday			\$13,000	
2	1		Surety 2000 Guaranteed 2 Hour Response Outside PPM			\$3,000	
<b>Total:</b>					<b>\$0</b>	<b>\$16,000</b>	<b>\$0</b>

Installation & Certification (& Freight)	Year 1	Year 2	Year 3	Year 4	Year 5	Total
\$0	\$16,000	\$16,800	\$17,640	\$18,522	\$19,448	\$88,410

	<b>Configuration 1</b>	<b>Total Cost</b>	<b>Configuration 2</b>	<b>Total Cost</b>
Part 1 - Central Equipment Complex	Total Extended Price for Production Computer	\$8,113,581	Total Extended Price for Production Computer	\$6,338,581
	Total 5 Year Maintenance Production Computer	\$1,533,860	Total 5 Year Maintenance Production Computer	\$1,346,246
	Total Extended Price Development Computer	\$3,275,773	Total Extended Price Development Computer	\$3,275,773
	Total 5 Year Maintenance Development Computer	\$909,096	Total 5 Year Maintenance Development Computer	\$909,096
	This will be determined using the standard Unisys Product Literature defining Power Consumption (KVA), Power Consumption (kW), Heat dissipation (BTU/Hr) and Cooling (CFM)			
	5 Year Adjustment for Environmental Differences			
Part 3 - Software, Support and Extended Term Plan Credits	Total Extended Price Production	\$3,030,177	Total Extended Price Production	\$2,725,177
	Total 5 Year Support Costs Production	\$1,241,087	Total 5 Year Support Costs Production	\$1,110,320
	Total Extended Price Development	\$2,212,447	Total Extended Price Development	\$2,212,447
	Total 5 Year Support Costs Development	\$1,016,496	Total 5 Year Support Costs Development	\$1,016,496
	Total EIP Credits	(\$1,643,360)	Total EIP Credits	(\$1,643,360)
Part 6 - Equipment Salvage	Total Price Offered	(\$472,940)	Total Price Offered	(\$381,200)
Part 7 - All Other Charges	Total Extended Charges	\$0	Total Extended Charges	\$0
	Total 5 Year Maintenance Charges	\$88,410	Total 5 Year Maintenance Charges	\$88,410
	<b>Total All Costs</b>	<b>\$19,304,627</b>	<b>Total All Costs</b>	<b>\$16,997,986</b>

**BID ITEM DETAIL****RFQ Requirement:*****IV. TECHNICAL SPECIFICATIONS******A. Central Equipment Complex (CEC) (All Bidders)***

*The Production and the Development (disaster recovery) computer must have the following minimum requirements:*

- Identical I/O base configurations*
- Partitioning capability (multiple CPMs and 2 IOMs and 2 MCMs)*
- Redundant I/O configurations using SCSI technology*
- Capability to directly connect into an FDDI ring using Channel Adapter Technology*
- Power Net capability*
- Support 7400 I/Os per second*
- Appropriate Cables, Terminators and Connectors*

**Response:** Unisys has proposed new, unused A18 systems for both the production and development systems. All of the capabilities, requirements, and specifications listed are met by the configured systems. Reference 4134 2122-000, 7008 1773-000 and 4124 8071-000. Unisys certifies this requirement.

**RFQ Requirement:*****1. Configuration 1******Production Computer Specific Minimum Requirements******Central Processing Unit***

*Dual Domain Cabinet with Redundant Power Supply and Partitioning Capability  
Processors Rated at 6100 RPM*

**Response:** The A18-742 system proposed for the Production Computer - Configuration 1 is a four processor, Dual Domain system having two Memory Storage Modules and two Input-Output Modules. The system can be run in either a monolithic state, with all of the processors operating under one copy of the operating system or in a partitioned state, with each of two independently powered domains operating under the control of its own operating system. Each domain contains a redundant memory power supply and CPM power supply (A1612-PWR). Reference 7008 1773-000 Pages 1-5 and 2-1. Unisys certifies the RPM rating.

**RFQ Requirement:***Memory Subsystem Module**Main Memory 960MB Total**Dedicated Cache Memory 288MB Total*

**Response:** The A18-742 system comes standard with 384MB of memory to which an additional six 96MB memory modules (MEM96-MOD) have been added giving a total of 960MB. Reference 7008 1773-000 Page 2-1.

Unisys certifies that the configured system has been configured with 288MB of dedicated cache memory by configuring the system with two DMC96-CMU and one DCM96-MOD.

**RFQ Requirement:***Input and Output Module*

- 2 *I/O Processor Cards each with 6 Channel Manager Units for Disk and I/O Base Connectivity*
- 1 *each CD-ROM and QIC Tape*
- 18 *MLI Channel Cards*
- 4 *36U Rack Mounted I/O Cabinets*
- 8 *MLI Bases*
- 4 *External Channel Racks*
- 4 *LEMs*
- 10 *I/O Base Exchanges*
- 41 *SCSI Channels for Disk Connectivity*
- 20 *SCSI DLPs for Disk Connectivity*
- 8 *ICP DLP Connections*
- 8 *Buffered Printer DLPs*

*Maintenance Subsystem*

- 2 *System Console Processors*

**Response:** Unisys certifies that the configured A18-742 system meets or exceeds the above requirements. The following is a summary of the configuration:

- (1) A18 Dual Domain Cabinet with Redundant Power Supplies, permits processor partitioning for maintenance and fault isolation
- (4) A18-711 Processor Boards
- (4) Memory Cards containing a total of 960MB of Main Memory
- (2) Memory Cards with a total of 288MB of Disk Cache Memory

- (2) I/O Processor Cards each with 6 Channel Master Units for disk and I/O Base connectivity rated at 7400 I/O per second
- (2) System Console Processors for System Maintenance Functions
- (1) each CD-ROM and QIC tape drives
- (4) Universal I/O Cabinet
- (8) MLI I/O Bases
- (10) I/O Base Exchanges
- (4) External Channel Racks
- (16) MLI Channel Interface Cards
- (41) SCSI Channel Interface Cards for USR Disk connections
- (20) SCSI DLP Interface Cards for USR Disk connections
- (8) Printer DLP Interface Cards
- (8) HGP DLP Interface Cards for CP2000 based communications
- (2) FDDI Channel

**RFQ Requirement:****2. Configuration 2**

*Production Computer Central Processing Unit rated at 4800 RPMs or greater.*

*Production Computer Memory Subsystem Module 864MB Total.*

*All other requirements remain the same.*

**Response:** Unisys certifies that the A18-642 system meets or exceeds the above requirements. The following is a summary of the configured system:

- (1) A18 Dual Domain Cabinet with Redundant Power Supplies, permits processor partitioning for maintenance and fault isolation
- (4) A18-611 Processor Boards
- (4) Memory Cards containing 864MB of Main Memory
- (2) Memory Cards with a total of 288MB of Disk Cache Memory
- (2) I/O Processor Cards each with 6 Channel Master Units for disk and I/O Base connectivity rated at 7400 I/O per second
- (2) System Console Processors for System Maintenance Functions
- (1) each CD-ROM and QIC tape drives
- (4) Universal I/O Cabinet
- (8) MLI I/O Bases

- (10) I/O Base Exchanges
- (4) External Channel Racks
- (16) MLI Channel Interface Cards
- (41) SCSI Channel Interface Cards for USR Disk connections
- (20) SCSI DLP Interface Cards for USR Disk connections
- (8) Printer DLP Interface Cards
- (8) ICP DLP Interface Cards for CP2000 based communications
- (2) FDDI Channel

**RFQ Requirement:****3. Development Computer Specific Minimum Requirements*****Central Processing Unit***

*Dual Domain Cabinet with Redundant Power Supply and Partitioning Capability  
Processors Rated at 1860 RPM Total*

**Response:** The A18-522 system proposed for the Development Computer is a two processor, Dual Domain system having two Memory Storage Modules and two Input-Output Modules. The system can be run in either a monolithic state, with all of the processors operating under one copy of the operating system or in a partitioned state, with each of two independent domains operating under the control of its own operating system. Each domain is powered by a separate power supply to which Unisys has added redundant CPM and MSM power supply kits (A1612-PWR/ A1610-PWR). This results in two CPM and MSM power supplies in each domain. Reference 70081773-000 Pages 1-5 and 2-1 Unisys certifies the RPM rating.

**RFQ Requirement:*****Memory Subsystem Module***

*Main Memory 576MB Total*

**Response:** The A18-522 system comes standard with 192MB of memory to which we have added an additional four additional 96MB memory modules (MEM96-MOD) for a total of 576MB Reference 7008 1773-000 Page 2-1 Unisys certifies this requirement

**RFQ Requirement:*****Input and Output Module***

- 2 I/O Processor Cards with 6 Channel Manager Units for Disk and I/O Base Connectivity
- 1 Each CD-ROM & QIC Tape
- 18 MLI Channel Cards
- 4 36U Rack Mounted I/O Cabinets
- 8 MLI Bases
- 4 External Channel Racks
- 1 LEMs
- 9 I/O Base Exchanges
- 41 SCSI Channels for Disk Connectivity
- 20 SCSI DLPs for Disk Connectivity
- 8 ICP DLP Connections
- 1 Buffered Printer DLP

***Maintenance Subsystem***

- 2 System Console Processors

**Response:** Unisys certifies that the configured Development System meets or exceeds the above requirements. The following is a summary of the configured system:

- (1) A18 Dual Domain Cabinet with Redundant Power Supplies, permits processor partitioning for maintenance and fault isolation
- (2) A18-511 Processor Boards
- (2) Memory Cards containing a total of 576MB of Main Memory
- (2) I/O Processor Cards each with 6 Channel Master Units for disk and I/O Base connectivity rated at 7400 I/O per second
- (2) System Console Processors for System Maintenance Functions
- (1) each CD-ROM and QIC tape drives.
- (4) Universal I/O Cabinet
- (8) MLI I/O Bases
- (9) I/O Base Exchanges
- (4) External Channel Racks
- (16) MLI Channel Interface Cards
- (41) SCSI Channel Interface Cards for USR Disk connections
- (20) SCSI DLP Interface Cards for USR Disk connections
- (2) Printer DLP Interface Cards

- (8) ICP DLP Interface Cards for CP2000 based communications
- (2) FDDI Channel

**RFQ Requirement:**

**B. Augmentation of USR Disk, 0573 Tape Cartridge and SPO Hardware (Unisys Only)**

**1. Augmentation of USR Disk**

*All disk must be rack interchangeable between the production and development computers.*

<i>Component</i>	<i>Currently Installed</i>	<i>To be Purchased</i>	<i>Total</i>
<i>36U Disk Rack</i>	<i>7</i>	<i>16</i>	<i>23</i>
<i>PDU's for Racks</i>	<i>7</i>	<i>16</i>	<i>23</i>
<i>Rack Status Bus Cards</i>	<i>0</i>	<i>153</i>	<i>153</i>
<i>Disk Racks</i>	<i>59</i>	<i>119</i>	<i>178</i>
<i>SCSI Sub Address Controllers</i>	<i>0</i>	<i>80</i>	<i>80</i>
<i>SCSI Channel Extenders</i>	<i>0</i>	<i>160</i>	<i>160</i>
<i>Redundant Power Supplies</i>	<i>0</i>	<i>119</i>	<i>178</i>
<i>1.5 GB Spindles</i>	<i>95</i>	<i>405</i>	<i>500</i>
<i>805MB Spindles</i>	<i>154</i>		<i>154</i>

*The disk requirements do not change as a result of State Agency participation.*

**Response:** Unisys has proposed Unity Storage Rack (USR) disk components that are fully compatible and interchangeable with the State's existing disk to be harvested. The following table, as presented in the answers to vendors questions, identifies the quantity of components to be harvested from existing data centers as well as the components to be acquired as part of this bid acquisition. Reference 4124 6125-000, 4124 6356-000 and 4124 6125-100 Unisys certifies this requirement

<b>Component</b>	<b>Currently Installed</b>	<b>To be Purchased</b>	<b>Total</b>
36U Disk Rack	7	16	23
PDU's for Racks	9	16	25
Rack Status Bus Cards	29	131	160
Disk Racks	41	119	160
SCSI Sub Address Controllers	0	80	80
SCSI Channel Extenders	0	160	160
Redundant Power Supplies	37	123	160
1.5 GB Spindles	111	405	516
805MB Spindles	86		86

**RFQ Requirement:**

**2. Cartridge Tape Subsystem Upgrade**

*The existing 0573 Tape Cartridge Subsystems "harvested" from State data centers require the following updates:*

- *8 Cartridge Tape Autoloaders*
- *4 Cartridge Tape Compression Expansion*
- *10 Cartridge Tape Connections*

**Response:** Unisys has included all necessary components to upgrade the State's existing Tape Cartridge subsystems as identified in the RFQ. Reference 4124 1779-000 and 4124 2819-000 Unisys certifies this requirement

**RFQ Requirement:****3. Single Point of Operation (SPO) Hardware**

*UNIX platform configured to run SPO Software. Must provide for management of the production, development and A11-222 computers as well as 2 U6000s.*

**Response:** In order to provide a unified, redundant operation center for all MIPC hardware platforms, Unisys has offered two, identically configured U6000/430 systems (reference 4125 2347-000) running Single Point Operations (SPO) software. As configured, the solution is capable of managing the production and development A18 systems as well as the A11-222 and the two U6000 systems planned to be utilized for XGEN development.

The SPO configuration includes the following components in addition to all necessary SPO software:

**Proposed Single Point Operation System**

- (2) U6000/430 90 MHz Pentium UNIX Processor Systems
- (2) 64MB Memory Upgrades
- (6) 2GB 3 5" SCSI Disk Drives (3 per system)
- (2) 4GB DAT SCSI Tape Drives
- (2) QIC In-built Tape Drives for Software Installation
- (2) TO300 Operator Terminals
- (2) AP9512-R1 12ppm Laser Printers
- (2) Ethernet Network Interface Cards
- (6) Tektronix 19" X Windows Terminals w/ 8MB Memory and Keyboards
- (1) A11 System Console Processor Upgrade Kit
- (4) Black Box RS232 Splitters
- (2) Modem Adapters and LAN Converters
- (2) LAN Connector Hubs

Reference 4134 2486-000 and 4197 3702-000. Unisys certifies this requirement.

In addition to the basic SPO configuration, Unisys has included the necessary components to upgrade the System Control Processors (SCP) on the A11-222 so that maintenance functions for the A11 can be controlled through SPO. Without this upgrade to the A11, operators would have to use the A11 SCP to perform tasks related to the Peripheral Configuration Diagram (PCD), System Control Interface (SYCON), and firmware microcode modifications. This upgrade also provides a graphical user interface for the A11 like that present on the A18 systems.

**RFQ Requirement:****C. Software Licenses, Support and Software Credits (All Bidders)**

*All software needed for the Production, A11-222 and Development computers is listed in Appendix A. The Bidder will obtain pricing from Unisys and the Software associated with any other model bid.*

**Response:** Unisys has provided all software listed in Appendix A for the Production, Development, A11-222 and Single Point Operations systems. Reference 8600 2631-000 for a description of the software packages. Unisys certifies this requirement.

**RFQ Requirement:**

*All bid hardware, Unisys environmental system software and Unisys development tools must be covered by Unisys support and maintenance 7 days-a-week, 24 hours-per-day equivalent to the Unisys Surety 2000 Comprehensive Premium Plan.*

**Response:** All hardware, Unisys environmental system software and Unisys development tools are offered with full Unisys support and maintenance 7 days-a-week, 24 hours-per-day as specified by the Unisys Surety 2000 Comprehensive Premium Plan *as modified by the 2 hour response requirement specified in Section IV. E. Standard Surety 2000 Comprehensive Premium coverage offers a 2 hour response time during the 8 AM to 5 PM prime shift and a 3 hour response during other time periods.* Reference 4138 7143-000, 4138 7184-000 and 4138 7176-000

**RFQ Requirement:**

*Many of the existing State A-series data centers have acquired environmental software and development software tools under an Extended Term Plans. The early termination of the contracts will result in credits to the State. The following is an approximate list of expiration dates for each mainframe to be replaced.*

<i>Civil Service A6-KS - 3/1/96</i>	<i>Corrections A16-51E - 9/30/94</i>
<i>Mental Health A12-T - 9/1/96</i>	<i>State Police A17H - 12/1/95</i>
<i>Lottery A17F - 12/31/99</i>	<i>State A17F - 9/31/96</i>
<i>Treasury A11-222 - 9/1/96</i>	<i>A17H - 10/31/96 A4 - 10/31/96</i>

**Response:** Unisys has provided a credit for the unused portion of the Extended Term Plan (ETP) license for the Treasury A11 software according to Unisys corporate policy. We have also provided credits for the unexpired ETP licenses at the Department of State and Bureau of Lottery calculated according to special contractual provisions between the State of Michigan and Unisys. The above mentioned credits appear in Part 3 - Software, Support and ETP Credits.

In addition to the above credits, Unisys has provided special, non-policy software credits for the unused portions of the (ETP) licenses at the Departments of Corrections and Treasury (A17). These credits appear in Part 1 - Central Equipment Complex (Production Configuration 1 and 2) and were calculated according to Unisys standard ETP credit policy calculation procedures. This exhausts the existing ETP licenses in effect that have residual credit value at the time of the respective data center's planned migration to the MIPC.

All ETP credits were calculated based upon a data center's planned migration date to the MIPC as presented in the RFQ.

The credits provided in the RFQ response in no way relieves the Departments from any obligations to the State Building Authority, Unisys Leasing Corporation or any other agency for which the State may have a financial obligation for the original license fee.

Recognizing the potential short term need for additional software packages at State data centers during the migration period, Unisys has included with this bid response, a pre-approved loan of selected software packages to support the migration activities. This agreement allows State data centers to use additional copies of selected software as required, at no charge for licensing or support, such as BNA to support their migration. Details of the agreement offer are included in the Signed Contractual Terms section of this response. Unisys is pleased to be able to support the State in this manner.

## RFQ Requirement:

### *D. Education (Unisys Only)*

*Unisys will provide an In-depth Operations Training course. This will be attended by approximately 40 computer operations staff and technical programmers. All training will be conducted in Lansing, Michigan at a site provided by the State. The course will cover the following material a) hardware operations, b) software operations and c) user maintenance d) specific training required for the operation of SPO hardware and software. Each trainee will be provided with appropriate manuals, text materials, course outlines and other documentation as required. Training materials will be kept by the trainee following completion of the training.*

**Response:** Unisys agrees to provide an in-depth Operations Training course as specified in the RFQ. We anticipate this training to require four sessions of 10 days each attended by 8-12 State staff members

Personal copies of appropriate lecture course training materials will be provided to each attendee.

Unisys has prepared a one-day computer based training course for Single Point of Operations. Pricing for this course is included in the Information Only section of the Cost Model.

Unisys certifies this requirement.

**RFQ Requirement:**

*Other Training will be required and follow the same outline as above. The specific Unisys education classes will be defined later by the MIPC Director. Unisys must quote 250 instructor days in total. An instructor day is defined as 8 hours of platform time. Classes will consist of 8-12 students.*

**Response:** Unisys is prepared to meet the training needs of the State of Michigan related to the data center consolidation. We have quoted a daily rate and total training costs for the 250 instructor days specified.

An electronic version of the current Unisys education course catalog is included with each copy of our bid response. The catalog provides a planned sequence of classes for a variety of position types.

Unisys certifies this requirement

**RFQ Requirement:****E. Hardware Maintenance and Relocation (Unisys Only)**

*The vendor is to provide a minimum of one on-site customer service representative to maintain the systems during prime operating hours (8AM to 5PM excluding State recognized holidays). Other than Principle Period of Maintenance (PPM) a customer service representative must arrive at the appropriate MIPC site within (2) hours after notification by the State.*

**Response:** Unisys is prepared to provide one on-site customer service representative during the prime operating hours, excluding a one hour lunch period, as specified in the RFQ. This individual will be normally located at the production facility but may respond to calls for service at the development site as long as the two hour response time is maintained. The on-site Customer Service Representative will wear a beeper at all times during the prime shift. In this way, the representative can be reached during the lunch hour or while at the development site. The charge for the on-site customer service representative is included in the All Other Charges section of the Cost Model.

The Surety 2000 Comprehensive Premium support provides a guaranteed two hours response time during PPM. The additional charge for two hour response outside of PPM is included in the All Other Charge section of the Cost Model.

Unisys certifies this requirement.

**RFQ Requirement:**

*The vendor must supply and install, as appropriate (based upon release documentation), factory authorized Field Change Notices (FCN) as they are announced by Unisys. New software releases are to be made available to the State as they are announced by Unisys. In addition, the State is to be informed of all software patches intended to fix reported problems as soon as the patches are available.*

**Response:** Unisys agrees to supply and install appropriate factory authorized Field Change Notices in a timely fashion. The State will receive written notification of all licensed software releases.

Unisys will inform the State of all software patches (Interim Correction Files) intended to fix reported problems through the Unisys Communication Form (UCF) process. Unisys Customer Services and Support will augment this process by providing Interim Correction Files (ICF) information at periodic client status meetings. In addition, Unisys provides Electronic Support Services (ESS). ESS is an on-line service (formerly known as SureNet) whereby clients are invited and encouraged to access knowledge bases and ICF information databases for possible download and installation at the client's discretion.

Unisys certifies this requirement

**RFQ Requirement:**

*The vendor is responsible for the successful delivery and installation of all hardware and for the delivery of the software. To help ensure the installation is successful, the vendor must assign a Site Installation Manager (SIM) who will oversee the entire process. The SIM will be responsible for verifying the sites are ready to accept the systems, develop a detailed plan (in conjunction with the MAC Project Team) for the installation and coordinate the activities of both State and vendor personnel involved in the installation.*

**Response:** Unisys will work closely with the MAC Project Team to ensure the successful delivery and installation of the hardware and delivery of the software. Unisys agrees to assign a qualified SIM to coordinate all installation activities and verify the sites are ready for the hardware installation.

Unisys certifies this requirement.

**RFQ Requirement:**

*In addition, the vendor is responsible for relocating all hardware to be harvested from existing data centers to the MIPC (either the Production or the Development site as specified in this RFO). Included in this relocation activity is the removal (deinstallation) of the hardware from its current installation site, packing the hardware to ensure safe transport, the actual transport of the hardware, and unpacking and connection to the appropriate mainframe computer. The contractor shall assume any liability that may be incurred during the relocation process. The Cost Model provides a detailed list of all hardware that is to be harvested and where it will be located as part of the MIPC.*

**Response:** Unisys is prepared to relocate all harvested equipment listed in Part 5 of the Cost Model from the existing data centers to the appropriate facility of the MIPC. This will be accomplished using qualified personnel from Unisys and Combined Van Lines of Lansing. A letter from Combined Van Lines indicating their agreement to be a subcontractor of Unisys in this activity is located within the Management Summary

Our activity in this regards will include removal of the hardware, packing the hardware in a manner to ensure safe transport, transport to the new installation site, unpacking and installation of the equipment on the appropriate mainframe system. Unisys will be solely responsible for any liability that may be incurred during the relocation process

For purposes of calculating the relocation charges, Unisys made the following assumptions:

- Equipment can be harvested from the existing sites during prime operating hours (Monday through Friday, 8AM to 5PM excluding State recognized holidays)
- All equipment to be harvested from one existing data center will be available for pick-up during a single time period so that separate trips on multiple days can be avoided.
- Harvested equipment to be installed on the MIPC computers must be installed outside of prime operating hours to avoid disruption of the production schedule.

If these assumptions are incorrect, the price for the relocation service may have to be modified

Charges for relocating selected MDISK components currently installed at Treasury and originally included in the Salvage List are included in the quoted relocation charges

The Relocation List includes components comprising U6000 systems at the Department of Treasury. The relocation charges for this equipment is included in this response but no on-going maintenance charges have been included in the Cost Model

Unisys certifies this requirement

**RFQ Requirement:****F. Equipment Salvage (All Bidders)**

*A list of the equipment to be disposed of is included in the Cost Model Section VIII. The State anticipates revenue for selling this equipment. All vendors must quote in the cost model the price offered for items listed in the cost model (prices may be summarized by Style Number). Deinstallation of the equipment is the responsibility of the vendor. This is not to include deinstallation of the under the floor cables.*

**Response:** Unisys has quoted the price offered for all equipment in the Salvage list (with the exception of the listed software and selected MDISK components installed at the Department of Treasury as specified in the answers to vendor's questions) summarized by Style Number. The quoted price assumes that Unisys is to perform the de-installation and removal of the equipment. The under floor cables will be left in place.

Maintenance pricing for the Treasury MDISK components removed from the Salvage List are included in Part 9 - Information Only of the Cost Model.

Unisys certifies this requirement.

**RFQ Requirement:**

*This deinstallation must be done under the supervision of Unisys, who will first "harvest" equipment for the MIPC. The schedule for availability of the equipment is in accordance with the Project Plan included in Appendix B.*

**Response:** The deinstallation and removal of the salvage equipment will be performed after the harvest of the equipment designated for the MIPC.

Unisys certifies this requirement.

## Appendix A - Required Software

### Production Mainframe (Object Code Only)

O/S: SSF System Software Facility  
    O/S: System S/W Core Med  
    O/S: Protocols Core Media  
SYS MGT: Logger  
SYS MGT: SMFII Total  
SYS MGT: Billing Support  
SYS MGT: System Assistant  
SYS MGT: SPO Host Agent Components  
COM SW: SNA Gateway for CP2000  
COM SW: SNA LU6.2 Service Manager  
COM SW: Bisync Station Group  
COM SW: Host Services  
COM SW: Interactive DC Config (IDC)  
COM SW: Data Communication  
COM SW: NDL II Analyzer  
COM SW: Remote Print System  
COM SW: TCPIP Applications  
COM SW: Data Transfer  
COM SW: TCPIP Unrestricted  
COM SW: SNMP Agent  
COM SW: A Series BNA V2  
    Network Administrator  
    CPDLP Operating System  
    Network Services II  
COM SW: Network Control Facility  
COM SW: COMS Total  
COM SW: Data Transfer System (DTS)  
COM SW: BNA of IP (BIP)  
COM SW: DCA FileXpress  
COM SW: DCA Host File Transfer  
Driver: SCSI-2 Disk  
Driver: SCSI-1  
Query SW: DMSII Inquiry  
Query SW: DMSII ERGO  
DATAMGT: DMSII Analyzer  
DATAMGT: DMSII Monitor  
DATAMGT: DMSII DM Interpreter  
DATAMGT: DMSII Certification  
DATAMGT: DMSII Interpro OCM  
DATAMGT: DMSII Remote DB Backup  
DATAENTRY: Odesy

RPT SW: Reporter III  
RPT SW: Online reporter III  
TRANSMGT: Gemcos Total  
LAN SW: HLCN 1-Unlimited use  
    Netware client V3  
    HLCN Unlimited USRKEY  
    Local Port subsys  
26 - CP2000 Operating System  
SEC SW: Infoguard ACC  
DEV AID: Format Support Library  
DEV AID: CANDE Editor  
DEV AID: EDITOR  
LINC: Linc View  
LINC: Run Time  
O/S: MACS SW for 20 Disks  
    MACS disk cache sw  
    MACS 10-Spindles

Development Mainframe (Object code and Source where available)

O/S: SSF System Software Facility  
O/S: System S/W Core Med  
O/S: Protocols Core Media  
SYS MGT: Logger  
SYS MGT: SMFII Total  
SYS MGT: System Assistant  
SYS MGT: Billing Support  
SYS MGT: SPO Host Agent Components  
COM SW: Host Services  
COM SW: Data Communication  
COM SW: NDL II Analyzer  
COM SW: Interactive DC Config (IDC)  
COM SW: Remote Print System  
COM SW: TCPIP Applications  
COM SW: Data Transfer  
COM SW: TCPIP Unrestricted  
COM SW: SNMP Agent  
COM SW: A Series BNA V2  
COM SW: BNA over IP (BIP)  
COM SW: Network Administrator Utility  
COM SW: CPDLP Operating System  
COM SW: Network Services II  
COM SW: Network Control Facility  
COM SW: CP2000 Configurator  
Driver: SCSI-2 Disk  
Dev Aid: Screen Design Facility  
Dev Aid: Screen Design Facility PLUS  
DEV AID: Format Support Library  
DEV AID: Algol Test/Debug  
DEV AID: Cobol 74 Test/Debug  
DRIVER: SCSI 2 Cart Tape  
DEV AID: CCE Unix NW Base  
DEV AID: CCE Unix NW Add  
DEV AID: CCE Unix Src BAS  
DEV AID: CCE Unix Sockets  
DEV AID: Cooperative Development Unix  
DEV AID: CANDE  
Query SW: DMSII Inquiry  
Query SW: DMSII ERGO  
DATAMGT: DMSII Analyzer  
DATAMGT: DMSII Monitor  
DATAMGT: DMSII DM Interpreter  
DATAMGT: DMSII Certification

DATAMGT: DMSII Interpro OCM  
DATAMGT: DMSII Remote DB Backup  
DATAENTRY: Odesy  
RPT SW: Reporter III  
RPT SW: Online reporter III  
TRANSMGT: Gemcos Total  
LAN SW: HLCN 1-Unlimited use  
    Netware client V3  
    HLCN Unlimited USRKEY  
    Local Port subsys  
2 - CP2000 Operating System  
SEC SW: Infoguard ACC  
LINC: Linc View  
LINC:Development  
LINC: Lite - First User  
LINC: Lite - Second User  
LINC: Lite - Third User  
LINC: Developer's Kit  
CMPLR: COBOL ANSI 74  
CMPLR: Fortran Level H  
CMPLR: Fortran ANSI 77  
CMPLR: RPGII  
CMPLR: COBOL ANSI 85  
CMPLR: COBOL 68  
UTIL SW: Editor  
LANSW: Netware - 64 User  
    24 - Unisys CSS DSU Install  
    2 - Unisys CSS BLN Install  
    7 - Unisys CSS AN Install

A11-222 Mainframe (Object code only)

O/S: SSF System Software Facility  
O/S: System S/W Core Med  
O/S: Protocols Core Media  
SYS MGT: Logger  
SYS MGT: SPO Host Agent Components  
SYS MGT: System Assistant  
SYS MGT: Billing Support  
COM SW: Host Services  
COM SW: Data Communication  
COM SW: NDL II Analyzer  
COM SW: Remote Print System  
COM SW: TCPIP Applications  
COM SW: Data Transfer  
COM SW: TCPIP Unrestricted  
COM SW: SNMP Agent  
COM SW: Coms Total  
COM SW: Interactive DC Config (IDC)  
COM SW: A Series BNA V2  
    Network Administrator  
    CPDLP Operating System  
    Network Services II  
Driver: SCSI-2 Disk  
Driver: SCSI-1  
Query SW: DMSII Inquiry  
Query SW: DMSII ERGO  
DATAMGT: DMSII Analyzer  
DATAMGT: DMSII Monitor  
DATAMGT: DMSII DM Interpreter  
DATAMGT: DMSII Certification  
DATAMGT: DMSII Interpro OCM  
TRANSMGT: Gemcos Total  
SEC SW: Infoguard ACC  
DEV AID: Format Support Library  
DEV AID: Screen Design Facility  
RPT SW: Online reporter III  
RPT SW: Reporter III  
CMPLR: Cobol 68  
CMPLR: COBOL74

**U-6000 Single Point of Operations Software**

SPO Software configured to manage 3 A-Series and 2 U-6000 Computers  
Unix Operating System



1494  
4-4-95

JOHN ENGLER, Governor

DEPARTMENT OF MANAGEMENT & BUDGET

P.O. BOX 30026, LANSING, MICHIGAN 48909

~~PATRICIA A. WOODWORTH, Director~~

Mark A. Murray, Acting Director

ADDENDUM # 1

DATED: 3/29/95

to

INVITATION TO BID (ITB) # 07115001494

Bid Project Title: Unisys Data Center Consolidation

Original Issue Date: 3/17/95

Original Due Date: 4/4/95

Revised Due Date:  YES  NO New Date: Time:

Sealed Bid:  YES  NO

Buyer: Michael A. Tanner

Telephone Number: 517-373-7309

Changes: The attached Questions and Answers are provided to clarify and/or modify this Invitation to Bid.

Attachments 1:  YES  NO Number of Pages: 5

Attachments 2:  YES  NO Number of Pages: Diskette

Attachments 3:  YES  NO Number of Pages:

March 28, 1995

**Management & Budget**  
ITB 07115001494  
Data Center Consolidation

1. How many copies of the bid response are to be supplied?

4 copies of the bid should be submitted.

2. As stated in the RFQ, "this consolidation is a very complex undertaking that must proceed flawlessly". Given that statement and the desire to maintain the project schedule, was it the State's intention to require bidders who offer used equipment to include the equipment serial number(s), as well as proof of ownership as of the RFQ due date in their bid response, so that the State can verify availability on the required installation date?

Yes.

3. Page 8 Item A says that the Central Equipment Complex must have the capability to directly connect into an FDDI ring using Channel Adapter Technology. However, the configuration specifications that follow make no mention of the need for the FDDI Channel adapters themselves on either of the Production configurations, nor on the Development configuration. Likewise, there is no mention of ICP channel adapters. Should the adapters be configured and, if so, how many are desired?

The FDDI capability is included to address future processing requirements. Include 2 FDDI Channel Adapters for each computer and do not include any ICP channel adapters at this time.

4. On page 10, the table providing a summary of the disk requirements of the MIPC appears to be inaccurate according to Unisys records and the published relocation list provided in Part 5 (Relocated Equipment) of the Cost Model. We have developed an adjusted table based upon our research.

Component	Currently Installed	To be Purchased	Total
36U Disk Rack	7	16	23
PDU's for Racks	9	16	25
Rack Status Bus Cards	29	131	160
Disk Racks	41	119	160
SCSI Sub Address Controllers	0	80	80
SCSI Channel Extenders	0	160	160
Redundant Power Supplies	37	123	160
1.5 GB Spindles	111	405	516
805MB Spindles	86		86

The figures that differ between the RFQ table and those based upon our analysis are in bold typeface in the table presented here. The net effect of the suggested changes is a reduction of 22 Rack Status Bus Cards and an increase of 4 Redundant Power Supplies to be purchased. Please provide guidance as to which figures should be used for our bid submission.

Please substitute the above disk chart to meet the requirements.

5. The hardware specifications make no mention of the need for miscellaneous LAN connectors, terminators and cables that may be needed at the existing data centers to reestablish their CPLANs after the existing mainframe systems are removed. Is this a charge that will be determined as the equipment is removed?

Yes. The BNA network is still being analyzed the specific requirements for the connectors, terminators and cables will be identified after their analysis is complete.

6. The RFQ appears to be silent on the issue of needed disk and related DLPs for the A11-222 system. Should we configure a projected disk requirement to fulfill the needs of the Department of Commerce? If so, should this configuration pricing be entered in the Information Only Section of the Cost Model since this section does not impact the low bid determination?

There are currently some M9710 disks installed at Treasury (purchased in 1991. This disk was inadvertently included on the salvage list. We intend to use this disk on the A-11. Configure the disk for the A-11 using this disk, remove it from the salvage list and include it on the information only.

7. Page 12, Section E. Hardware Maintenance and Relocation states that Unisys is to provide a minimum of one on-site customer service representative to maintain the systems. Is this representative to be located at the Production Site only or is it the desire of the State to have one on-site representative at both sites? If only the Production location is desired, is it permissible to have this individual service the Development Site as well as the Production Site providing that the 2 hour response is maintained?

It is permissible to have the same Customer Service Representative cover both sites as long as only 1 on-site charge is included.

8. Based upon the statement on Page 13, it is our assumption that all unit costs for new equipment are to include freight charges. Is our assumption correct? Is it permissible to break out and present freight separately from the actual unit purchase price in all cost models? If so, should it be an extended charge by style or a lump sum entered as part of the Installation and Certification costs contained in Part 1 cost sheets?

It is permissible to break out and present freight separately from the actual unit purchase price in all cost models and it should be entered as a lump sum as part of installation and certification in part 1 of the cost sheets.

9. Item 9 on Page 16 refers to an Information Only Charges cost model. The format of this cost model sheet was apparently omitted from this RFQ. Are bidders to develop the best format to fit the items included as long as the format is consistent with other sections of the Cost Model?

Yes, bidders may develop the best format to fit the items and it must be consistent with the other sections of the cost model.

March 28, 1995

10. The software lists for the production and development systems call for BNA Over IP (BIP) software to be configured. This software is currently scheduled for release in the mid-April time frame. Therefore it is not possible to configure the software as part of this bid response. We will be pleased to provide a quote for this software as soon as it is released and pricing is available. Is this satisfactory?

The use of BNA over IP (BIP) is still being evaluated by the Network committee. The cost was requested in anticipation of the decision from this committee. If we determine to use it the price may be submitted at that time.

11. The last three items in the software list for the Development Server on Page 4 of Appendix A do not appear to be A Series Software products. Please provide a clarification of what these items are if they are to be included in the bid.

These items were included by mistake. Please ignore them.

12. Parts 1, 2 and 3 of the Cost Model contain columns labeled either *Monthly Maintenance Fee* or *1 Month Premium Comprehensive Surety*. Are the figures placed in these columns to be unit costs or extended costs? We assume that the figures to be entered in the Maintenance column are to be the first month charge for all items. Is this a correct assumption? We also assume the figures to be used in the 5 Year costs summary sections at the bottom of these sheets are to be extended costs. Is this assumption also correct?

The figures in the Monthly Maintenance Fee or 1 Month Premium Comprehensive Surety are to be the first month charge for all items. The summary sections at the bottom of these sheets is extended costs.

13. Part 3 of the Cost Model does not appear to provide a location to record software needed for the SPO system. Should this UNIX software be recorded on a separate sheet labeled SPO Computer Software with the same format as the remaining sections of Part 3?

Yes, it is acceptable to provide the SPO software on a separate sheet.

14. In Part 5 of the Cost Model, are the columns labeled *1 Month Premium Comprehensive* unit or extended charges?

The monthly charge for the total quantity per line item.

15. In Part 5 of the Cost Model where the 5 Year Costs are calculated, is the SPO software to be included in the row labeled *SPO Hardware*?

No, please add a row titled "SPO Software".

March 28, 1995

16. Will the State provide the relocation and salvage equipment lists on electronic media?

Yes, it is included with these answers.

17. In Part 6 of the Cost Model, is it permissible for a vendor to either enter a single value for all equipment in the Salvage list or enter an amount summarized by Agency rather than entering a value summarized by Style Number?

No, at a minimum bidders must quote offer summarized by style number. Please submit quotation on both hardcopy and electronic media provided in Excel 5.0 format.

18. Upon review of Part 6 of the Cost Model, we have found some software currently licensed by the Department of Civil Service. Please inform all potential bidders that ownership of all software is to remain with Unisys and that licenses are not transferable.

Software that was inadvertently included on the list of salvage equipment should be ignored. The State understands that this software was licensed to the Agency and is not transferable

19. Based upon our analysis of the Cost Model, it appears that some cost categories appear twice in the Cost Model Summary (Unisys Only) section. These items appear in Part 1 (production and development systems), Part 2 (Disk, Tape, and SPO), and then again in Part 5 where the costs for the Production and Development systems with disk and tape augmentation appears.

Relating to the Cost Model Summary (Unisys Only), once again, it appears that some items have been inadvertently omitted from this cost sheet. Specifically, costs related to the All software acquisition and support, All hardware maintenance and SPO software are not called for on the sheet.

We have developed a revised Cost Model Summary (Unisys Only) that appears to provide all information desired by the State. This suggested summary sheet is included as the last page of this submission. Is this format acceptable to the State?

Your assessment of the corrections to the summary sheet are accurate. Yes this is an acceptable format.

**UNISYS**

**ADDITIONAL TERMS AND CONDITIONS**

*Rider A*

*MA*  
*BJ*  
The Unisys proposal is based on the terms and conditions of ~~DMB285~~ and the Unisys Consolidated Agreement State and Local Government (Form 4305 6407-001 (1/94)) along with any mutually agreed upon terms and conditions between the parties. In the event of conflict between the State's terms and conditions in ~~DMB285~~, and the Unisys terms and conditions, the State's terms and conditions will govern. *Rider A*



## SOFTWARE LICENSES FOR MIGRATION PERIOD

Upon award to Unisys of a contract for the Central Equipment Complex (A18 Systems), Unisys will loan each of the 9 state agencies ("the agency") that is being consolidated into the Central Equipment Complex under this RFQ, the below-listed monthly licenses for the specific A Series System owned by the State agency, along with software support under the associated Department's existing level of Unisys software support at no charge, if such agency does not currently license the software from Unisys, or if the existing ETP software license expires during the migration period

The migration period is the period of time commencing from the date of award of the Central Equipment Complex (A18 Systems) to Unisys and ending upon completion of the migration for a specific agency to the A18 System or 12 months from date of award, whichever occurs first. After the migration period or twelve (12) months from the date of award, the State will be charged at the then current monthly rates for the listed software.

Existing paid-up licenses for the software listed below which do not expire during the migration period will continue until completion of the migration period. Any software credits remaining after migration will be applied under the terms and conditions of the Unisys proposal herein

Following is a list of the monthly software licenses which will be loaned, if applicable, to the nine (9) agencies during the migration period:

<u>Style Numbers</u>	<u>Description</u>
1 Axx-CSM	Site Management Facility II
2 Axx-RMP	Remote Print System
3 Axx-HSV	BNA Host Services
4 Axx-CSS	BNA V2 Software Includes the following: <ul style="list-style-type: none"><li>• A99-NAU Network Administration Utility</li><li>• A99-CPD CPDLP Operating System</li><li>• A99-CPC CP2000 Configurator</li><li>• Axx-NSS Network Services</li></ul>
5 Axx-IAS	TCP/IP Application
6 APL99-IIC	TCP/IP Interprocess Communication
7 Axx-OCA	System Assistant



Consolidated  
Agreement  
State and Local Government

Customer Name and Mailing Address

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Customer 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

Customer

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Printed/typed name)

\_\_\_\_\_  
(Printed/typed name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Unisys Corporation ("Unisys") will sell and license Products and services and Customer 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 Customer, 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 Customer and Customer 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
A	Equipment Sale
B	SURETY Support Services
C	Software Licenses
D	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 Customer 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 Customer. All education lecture courses must be ordered on a Customer Education Enrollment Application.

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

from Customer 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 Customer 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, Customer will pay Unisys for transportation charges actually incurred. Customer will also pay for all cables and site-specific installation materials required to install the equipment at Customer's site.

4.2 Unisys will provide Customer 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, Customer will prepare the installation site and will continue to maintain the installation site in accordance with such specifications.

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

4.4 Customer may arrange for installation by Unisys of Customer-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 Customer's special site requirements, Customer 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, monthly, 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 Customer's request, e.g. travel expenses premium and minimum charges.

## 6. Taxes

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

2 All personal property and similar taxes assessed after shipment will be paid by Customer.

## 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 Customer that an increase in charges will apply to its order, Customer 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 Customer, unless otherwise noted on Schedule B.

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 Customer. 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 if payment in full is received for all equipment delivered to Customer and, for that purpose, this Agreement is a security agreement. By signing this Agreement, Customer authorizes Unisys or its agent to sign on behalf of Customer 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. Customer's Operational Responsibilities

9.1 Customer acknowledges it has independently determined that the Products and services ordered under this Agreement meet its requirements.

9.2 Customer 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 Customer's intended use of the Products.

9.3 Customer 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 Customer will maintain back-up data necessary to replace critical Customer data in the event of loss or damage to such data from any cause.

If Unisys is providing SURETY Support Services, Customer will 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 Customer's security rules, (d) follow Unisys procedures for 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 Customer. Customer, not Unisys, will be responsible for determining objectives and obtaining the desired results.

## 10. Protection of Proprietary Information

10.1 Customer will keep in confidence and protect Proprietary Information from disclosure to third parties and restrict its use as provided in this Agreement. Customer 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 Customer's authorized use. Each copy, including its storage media, will be marked by Customer with all notices which appear on the original.

10.2 Upon termination or cancellation of any license granted under this Agreement, Customer 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 cancelled and any other related Proprietary Information in Customer'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 Customer) in connection with Information Services provided to Customer will be the exclusive property of Unisys. Unisys grants to Customer a non-exclusive, royalty-free license to use any of the foregoing in accordance with the terms of this Agreement.

10.4 Customer acknowledges that all support materials, including without limitation, diagnostic software, are the property of and include Proprietary Information of Unisys. Customer assures that such materials will be used only by Unisys maintenance personnel, and that Unisys has the right to remove such materials from Customer's facility at any time. This provision applies even though such materials may be listed in the Unisys price lists, catalogs, invoices or contracts.

10.5 Customer 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 Customer 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 Customer's internal data processing requirements on the Unisys SPU in the United States on which Software is initially installed.

Customer's use of Software will also be governed by any additional conditions which Unisys may provide on or prior to delivery of Software. Customer agrees that Unisys may periodically inspect the computer site in order to audit Software supplied by Unisys installed at Customer's site at mutually agreed upon times. In the event that a separate license agreement accompanies non Unisys commodity Software, then the separate license agreement terms will supersede the above license grant for that Software.

11.2 Customer may develop application programs, may modify any Unisys application Software and may combine such 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.

11.3 Customer will not decompile or disassemble any Software provided under this Agreement or modify Software which bears a copyright notice of any third party. Customer will make and maintain no more than one archival copy (for backup purposes) of each item of Software, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original.

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 Customer to use any Unisys proprietary operating system Software to assess, test or develop any hardware products or software programs that will be marketed by Customer or others for compensation. This license restriction does not apply to MS/DOS, UNIX and CTOS/BTOS operating systems or the development of application programs. Application programs mean programs for performing specific automatic data processing tasks such as payroll, inventory control, information retrieval, or repetitive arithmetic operations, but excludes programs such as environmental programs, handlers, operating systems, and data base management programs.

11.6 If Customer 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 Customer shall request prior permission in writing from Unisys. Unisys will then advise Customer whether, and under what terms and conditions, Unisys will license the Software as requested. All restrictions applicable to Customer will also apply to any permitted service bureau or third party users.

11.7 This Agreement does not transfer to Customer 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

## 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 CUSTOMER.

## 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 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 Customer which Unisys determines was defective due to faulty material or workmanship. Customer 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 Customer for a charge.

(c) Unisys makes no representation or warranty as to non Unisys equipment provided to Customer, all of which is sold or licensed to Customer "AS IS". Customer 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, 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 Customer 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 Customer's requirements or that the Software will operate in combinations selected for use by Customer.

(c) All other Software delivered is not warranted by Unisys and is licensed "AS IS". In the case of non Unisys Software, Customer 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 Plan 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 Customer expense, of equipment which (a) has not been maintained continuously by Unisys from the date of purchase by Customer or (b) 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) SURETY Support Services do not cover the parts and service required to repair damage attributable to (i) alterations, out-of-specification supplies, or defects in design, material or workmanship of non Unisys products and services, (ii) accidents, misuse, negligence or failure of Customer 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 Customer to comply with Unisys environmental specifications.

#### 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 Customers.

#### 13. Alterations and Attachments

13.1 If Unisys is providing SURETY Support Services, Customer 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 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, Customer 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 Customer'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 Customer's notice pursuant to Section 18.5 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 Customer by any person, except as provided in

Section 15, or (c) loss of or damage to Customer data from any cause.

14.3 The entire liability of Unisys and Customer'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 Customer to third parties having products or services which may be of interest to Customer for use in conjunction with the Products. Notwithstanding any Unisys recommendation, referral or introduction, Customer will independently investigate and test third-party products and services and will have sole responsibility for determining suitability for use of third-party products and services. Unisys has no liability with respect to claims relating to or arising from use of third-party products and services.

#### 15. Patent, Copyright and Trade Secret Indemnification

15.1 Unisys, at its own expense, will defend and indemnify Customer 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 Customer (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 elect to (a) obtain the right of continued use of such Product for Customer or (b) replace or modify such Product to avoid such claim. If neither alternative is available on commercially reasonable terms, then, in the case of equipment, at the request of Unisys, Customer will discontinue use and return such equipment and Unisys will grant a credit for the price paid to Unisys, less a reasonable offset for use and obsolescence; in the case of Software, the applicable license will be terminated and no further charges will accrue.

15.3 Unisys will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by a parent, subsidiary or affiliate of Customer, (b) results from Customer's design or alteration of any Product, or (c) results from use of any Product in combination with any non Unisys products.

15.4 This Section 15 states the entire liability of Unisys and Customer'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 the levels of support available to 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 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 Customer's discontinuance

Software automatically terminate upon Customer's discontinuance of use of the SPU on which the Software was licensed, at which time Customer 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, Customer fails to (i) make any payment identified as delinquent (including payment of charges for Services) within ten days or (ii) 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, Customer 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 Customer's funds for data processing does not allocate such funds beyond the then-current fiscal period, Customer may terminate all or any portion of this Agreement. Customer will be liable for any accumulated payments due prior to the effective date of the new fiscal year. Customer 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 In-

## 17. Notices

17.1 All notices required by this Agreement to be given to Customer will be sent to its address on the cover page of this Agreement.

17.2 All notices required by Sections 15 and 18.5 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: Group Vice President

17.3 All other notices to Unisys will be sent to the Unisys office which has been servicing Customer.

## 18. Arbitration

18.1 Subject to Sections 18.2 through 18.5 hereafter, any controversy or claim arising out of or relating to this Agreement or the breach thereof will be settled by arbitration before three arbitrators in accordance with the Rules of the American Arbitration Association ("AAA") then in effect, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. Any such arbitration will be conducted in the city nearest Customer's main U.S. office having an AAA regional office. The arbitrators will be selected from a panel of persons having experience with and knowledge of electronic computers and the computer business, and at least one of the arbitrators selected will be an attorney

18.2 The arbitrators will have no authority to award punitive damages nor any other damages not measured by the prevailing

party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

18.3 Either party, before or during any arbitration, may apply to court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of the arbitration proceedings. Arbitration will not be required for actions for recovery of specific property, such as actions for replevin.

18.4 Neither party nor the arbitrators may disclose the existence or results of any arbitration hereunder without the prior written consent of both parties.

18.5 Prior to initiation of arbitration or any other form of legal or equitable proceeding, the aggrieved party will give the other party written notice in accordance with Section 17 describing the claim and amount as to which it intends to initiate action.

## 19. Other Provisions

19.1 All risk of loss or damage to Products will pass to Customer upon delivery to Customer'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 LAWS OF THE STATE OR COMMONWEALTH IN WHICH CUSTOMER 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 Customer, including any preprinted terms on any Customer purchase orders.

19.6 Unisys may assign this Agreement or its interest in any equipment, or assign the right to receive payments, without Customer's consent. Any such assignment, however, will not change the obligations of Unisys to Customer. Customer 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 No arbitration proceeding or legal action, regardless of its form, related to or arising out of this Agreement, may be brought by either party more than two years after the cause of action first accrued.

19.9 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.





## Schedule B - Definitions and Service Descriptions

### A. Definitions

**Principal Period of Maintenance ("PPM")** means 8:00 am to 5:00 pm, Customer's local time, Monday through Friday, excluding Unisys designated holidays.

**Off Hours** means all hours other than the PPM.

**Customer Operational Hours ("COH")** means all times when Customer 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 Customer as not in working order.

**Exchange Unit** means new, repaired, or previously used equipment in working order that Unisys conveys to Customer as a replacement for a Failed Unit. The Failed Unit shall become the property of Unisys upon Customer's receipt of the Exchange Unit or, if later, upon receipt of the Failed Unit by Unisys. Customer 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.

### 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 cancelled according to the terms of this Agreement. The specific services for each Service Level and Plan are identified on the next page.

**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 consists of expediting response to network down and system emergencies.

**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. Customer 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.

**4. Equipment Maintenance Parts** are parts required for repairs made by Unisys personnel.

**5. Advance Exchange Service** allows Customer 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 Customer using a next day delivery service. Customer will install the Exchange Unit and, at its expense and risk, ship the Failed Unit to Unisys within 14 days after Customer's receipt of the Exchange Unit. Customer may select the Client Exchange Option (E5) instead of this Advance Exchange Service. The Client Exchange Option allows Customer, 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 Customer an Exchange Unit.

**Software Maintenance Releases** include error corrections and maintenance releases that have been developed or provided by Unisys for Software. These releases shall be licensed only for use on the designated computer system(s) under the applicable license agreement. Customer will install all error corrections and maintenance releases.

**7. Electronic Self Services** provides Customer with 1-800 telephone access by a dial-up workstation to place Customer Assistance Requests (CARs) and to get information on Unisys Products and services.

**8. Network Planning Guide** provides information on network components, prominent communication models and protocols, network design and equipment selection criteria as well as materials and instructions which enable customer to profile network requirements.

**9. Equipment On-Call Remedial Maintenance** includes on-site repair or exchange of equipment, at Unisys option, if a problem remains unresolved after Customer has utilized Support Center Services as prescribed. The Client Inventory Option (E2) is available under this Service and it provides on-site exchange of the Failed Unit with a replacement provided by Customer.

**10. Electronic On-Site Services** allows the Support Centers to receive data and perform remote failure analysis. Customer shall supply the equipment, software, and communication facilities to use the electronic support service capabilities of the Products as outlined in the Product support plan.

**11. Equipment Preventive Maintenance**, including the installation of field changes deemed appropriate by Unisys, will be performed at Customer's location according to the manufacturer's recommendations at a mutually acceptable time during the applicable hours of coverage.

**12. Equipment On-Call Remedial Maintenance Guaranteed Response** means that a customer services representative will arrive at Customer's site within the time specified below. Response time is measured from the time Unisys receives a service request from Customer until a Unisys Customer Service Representative arrives at Customer's site. The response times below are based on the distance from the center of the applicable Unisys concentration city to Customer's site. In the event of a change in location of the equipment site or the Unisys concentration city, the response time will be deemed amended accordingly.

Miles to the Nearest Concentration City	PPM Response Time	Off Hours Response Time
0-60	2 hours	3 hours
Over 60	No guarantee	No guarantee

**13. Support Center Guaranteed Response** (available only during the PPM) provides that a Unisys customer support analyst will take Customer's call promptly or respond to Customer within 30 minutes after the receipt of Customer's request at the Support Center designated by Unisys. A response includes direct voice contact, a returned phone call, or an electronic message according to the Service selected by Customer.

**14. Systems Operations Review** provides that Unisys will meet with Customer's personnel once annually, at a mutually acceptable location and time, to conduct computer systems operation reviews with respect to the Products. Customer is responsible for scheduling the meeting.

**15. Software On-Call Support** includes on-site service if a Software problem remains unresolved after Customer has utilized Support Center Services as prescribed.

**16. Installation of Customer Set Up (CSU) Equipment** is provided at a mutually acceptable time during the initial system installation. This service does not apply to equipment added to the system at a later date. Unisys will install non Unisys CSU equipment upon Customer request, provided the required materials are given to Unisys by the Customer at no cost to Unisys.

**17. Multivendor Services Planning** provides that Unisys will meet with Customer's personnel once annually to review Unisys ability to provide Customer with Multivendor Services.

### C. Descriptions of Service Access

**Standard Access** to the Support Center Services provides the Customer with unlimited use of Electronic Self Services and a number of voice contacts per annum allocated by Unisys. Voice contacts in excess of the annual allocation are chargeable on a per call basis at Unisys then-current rates.

**Premium Access** to the Support Center Services provides the Customer with unlimited use of Electronic Self Services and an unlimited number of voice contacts with the Unisys Support Centers.

## Schedule B - Unisys SURETY 2000 Service Levels and Plans

The Service Plans apply to Products, including interconnected peripherals/attachments. The Service Levels are cumulative (e.g. the services defined under Performance are in addition to those defined under Partner). The hours of coverage for Partner and Performance Service Levels are during the PPM. The hours of coverage for the Comprehensive Service Level are during the COH, unless designated PPM only. Not all Services and Service Levels are available on all Products. Individual Unisys SURETY Support Services contained in a higher Service Level than contracted are provided at Customer request, as available, at then-current Unisys conditions and charges.

Service Levels		Service Plan			
		(U) Unisys	(N) Networks	(M) Multivendor	
P A R T N E R	P E R F O R M A N C E	1. Support Center Services	X	X	X <sup>1</sup>
		2. User Communication Services	X	X	X <sup>1</sup>
		3. Essential Engineering Changes	X	X	X
		4. Equipment Maintenance Parts	X	X	X
		5. Advance Exchange Service <sup>1</sup>	X	X	X
		6. Software Maintenance Releases <sup>1</sup>	X	X <sup>3</sup>	X <sup>3</sup>
		7. Electronic Self Services	X	X <sup>1</sup>	X <sup>1</sup>
		8. Network Planning Guide	X	X	X
C O M P R E H E N S I V E	C O M P R E H E N S I V E	9. Equipment On-Call Remedial Maintenance	X	X	X
		10. Electronic On-Site Services <sup>1</sup>	X	—	—
		11. Equipment Preventive Maintenance <sup>1</sup>	X	—	X
		12. Equipment On-Call Remedial Maintenance Guaranteed Response <sup>1</sup>	X	X <sup>2</sup>	X
		13. Support Center Guaranteed Response (PPM only)	X	X	X <sup>1</sup>
		14. Systems Operations Review	X <sup>1</sup>	X	X <sup>1</sup>
		15. Software On-Call Support	X	X	—
		16. Installation of Customer Set Up (CSU) Equipment	X	X	X
		17. Multivendor Services Planning	X	X	X

- Legend:
- X Included (Labor and Materials).
  - <sup>1</sup> Selected Products only.
  - <sup>2</sup> Only available in emergency system/network down situations.
  - <sup>3</sup> For non Unisys products, available with Performance and Comprehensive Levels only.





Schedule D - Description of Information Services

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Schedule D - Description of Information Services (Cont.)

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This Addendum will supersede any SURETY Support Service descriptions included in the Agreement identified by the Agreement Number above ("Agreement") and, after the acceptance of this Addendum by Unisys, only the elements, Plans, Levels, and service descriptions of this Addendum will apply to SURETY Support Services, and the Products currently enrolled in these Services, under this Agreement.

**A. Definitions**

**Principal Period of Maintenance ("PPM")** means 8:00 am to 5:00 pm, Customer's local time, Monday through Friday, excluding Unisys designated holidays.

**Off Hours** means all hours other than the PPM.

**Customer Operational Hours ("COH")** means all times when Customer uses the Products.

**Failed Unit** means a unit of equipment enrolled under SURETY Support Service, which is deemed eligible by Unisys for exchange, that is identified by Customer as not in working order.

**Exchange Unit** means new, repaired, or previously used equipment in working order that Unisys conveys to Customer as a replacement for a Failed Unit. The Failed Unit shall become the property of Unisys upon Customer's receipt of the Exchange Unit or, if later, upon receipt of the Failed Unit by Unisys. Customer 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.

**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 and Plan 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 consists of expediting response to network down and system emergencies.

**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. Customer 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.

**4. Equipment Maintenance Parts** are parts required for repairs made by Unisys personnel.

**5. Advance Exchange Service** allows Customer 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 Customer using a next day delivery service. Customer will install the Exchange Unit and, at its expense and risk ship the Failed Unit to Unisys within 14 days after Customer's receipt of the Exchange Unit. Customer may select the Client Exchange Option (E5) instead of this Advance Exchange Service. The Client Exchange Option allows Customer, 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 Customer an Exchange Unit.

**5. Software Maintenance Releases** include error corrections and maintenance releases that have been developed or provided by Unisys for Software. These releases shall be licensed only for use on the designated computer systems under the applicable license agreement. Customer will install all error corrections and maintenance releases

**7. Electronic Self Services** provides Customer with 1-800 telephone access by a dial-up workstation to place Customer Assistance Requests (CARs) and to get information on Unisys Products and services.

**8. Network Planning Guide** provides information on network components, prominent communication models and protocols, network design and equipment selection criteria as well as materials and instructions which enable customer to profile network requirements.

**9. Equipment On-Call Remedial Maintenance** includes on-site repair or exchange of equipment, at Unisys option, if a problem remains unresolved after Customer has utilized Support Center Services as prescribed. The Client Inventory Option (E2) is available under this Service and it provides on-site exchange of the Failed Unit with a replacement provided by Customer.

**10. Electronic On-Site Services** allows the Support Centers to receive data and perform remote failure analysis. Customer shall supply the equipment software, and communication facilities to use the electronic support service capabilities of the Products as outlined in the Product support plan

**11. Equipment Preventive Maintenance**, including the installation of field changes deemed appropriate by Unisys, will be performed at Customer's location according to the manufacturer's recommendations at a mutually acceptable time during the applicable hours of coverage.

**12. Equipment On-Call Remedial Maintenance Guaranteed Response** means that a customer services representative will arrive at Customer's site within the time specified below. Response time is measured from the time Unisys receives a service request from Customer until a Unisys Customer Service Representative arrives at Customer's site. The response times below are based on the distance from the center of the applicable Unisys concentration city to Customer's site. In the event of a change in location of the equipment site or the Unisys concentration city, the response time will be deemed amended accordingly

Miles to the Nearest Concentration City	PPM Response Time	Off Hours Response Time
0-60	2 hours	3 hours
Over 60	No guarantee	No guarantee

**13. Support Center Guaranteed Response** (available only during the PPM) provides that a Unisys customer support analyst will take Customer's call promptly or respond to Customer within 30 minutes after the receipt of Customer's request at the Support Center designated by Unisys. A response includes direct voice contact, a returned phone call, or an electronic message according to the Service selected by Customer.

**14. Systems Operations Review** provides that Unisys will meet with Customer's personnel once annually, at a mutually acceptable location and time, to conduct computer systems operation reviews with respect to the Products. Customer is responsible for scheduling the meeting.

**15. Software On-Call Support** includes on-site service if a Software problem remains unresolved after Customer has utilized Support Center Services as prescribed

**16. Installation of Customer Set Up (CSU) Equipment** is provided at a mutually acceptable time during the initial system installation. This service does not apply to equipment added to the system at a later date. Unisys will install non Unisys CSU equipment upon Customer request, provided the required materials are given to Unisys by the Customer at no cost to Unisys.

**17. Multivendor Services Planning** provides that Unisys will meet with Customer's personnel once annually to review Unisys ability to provide Customer with Multivendor Services.

**C. Descriptions of Service Access**

**Standard Access** to the Support Center Services provides the Customer with unlimited use of Electronic Self Services and a number of voice contacts per annum allocated by Unisys. Voice contacts in excess of the annual allocation are chargeable on a per call basis at Unisys then-current rates.

**Premium Access** to the Support Center Services provides the Customer with unlimited use of Electronic Self Services and an unlimited number of voice contacts with the Unisys Support Centers.

The Service Plans apply to Products, including interconnected peripherals/attachments. The Service Levels are cumulative (e.g. the Services defined under Performance are in addition to those defined under Partner). The hours of coverage for Partner and Performance Service Levels are during the PPM. The hours of coverage for the Comprehensive Service Level are during the COH, unless designated PPM only. Not all Services and Service Levels are available on all Products. Individual Unisys SURETY 2000 Support Services contained in a higher Service Level than contracted are provided at Customer request, as available, at then-current Unisys conditions and charges.

Service Levels		Service Plan			
		(U) Unisys	(N) Networks	(M) Multivendor	
C O M P R E H E N S I V E	P E R F O R M A N C E	1. Support Center Services	X	X	X <sup>1</sup>
		2. User Communication Services	X	X	X <sup>1</sup>
		3. Essential Engineering Changes	X	X	X
		4. Equipment Maintenance Parts	X	X	X
		5. Advance Exchange Service <sup>1</sup>	X	X	X
		6. Software Maintenance Releases <sup>1</sup>	X	X <sup>3</sup>	X <sup>3</sup>
		7. Electronic Self Services	X	X <sup>1</sup>	X <sup>1</sup>
		8. Network Planning Guide	X	X	X
P A R T N E R	C O M P R E H E N S I V E	9. Equipment On-Call Remedial Maintenance	X	X	X
		10. Electronic On-Site Services <sup>1</sup>	X	—	—
		11. Equipment Preventive Maintenance <sup>1</sup>	X	—	X
		12. Equipment On-Call Remedial Maintenance Guaranteed Response <sup>1</sup>	X	X <sup>2</sup>	X
		13. Support Center Guaranteed Response (PPM only)	X	X	X <sup>1</sup>
		14. Systems Operations Review	X <sup>1</sup>	X	X <sup>1</sup>
		15. Software On-Call Support	X	X	—
		16. Installation of Customer Set Up (CSU) Equipment	X	X	X
		17. Multivendor Services Planning	X	X	X

- Legend: X Included (Labor and Materials)  
 1 Selected Products only  
 2 Only available in emergency system/network down situations.  
 3 For non Unisys products, available with Performance and Comprehensive Levels only.

**No-Additional-Charge-Maintenance Period**

A one year No-Additional-Charge-Maintenance period ("NCM") applies to equipment designated as 2 or 4 in the NCM column. During the NCM, any Monthly Unit Charge indicated shall not apply; however, any charges for optional, additional or upgrade services shall apply. Client Exchange Option service is provided at no charge during the PPM for equipment designated with a 2. Equipment On-Call Remedial Maintenance is provided at no charge during the PPM for equipment designated with a 4.

If Customer orders a SURETY Support Service Level and pays the applicable then-current monthly maintenance rate upgrade charge for equipment designated as having a NCM, Customer will receive all the benefits of the SURETY Support Service Level selected for the equipment during the remaining portion of the NCM. The applicable upgrade charge, if any, will be indicated in the description column.



Customer

Description of Products/Services

This Order consists of the Products and/or services described on the Supplemental Schedules checked below:

Check if applicable	Number of pages	Total dollars	Description
<input type="radio"/>	_____	_____	Supplemental Schedule A - Equipment Sale
<input type="radio"/>	_____	_____	Supplemental Schedule B - SURETY 2000 SURETY Support Services
<input type="radio"/>	_____	_____	Supplemental Schedule C - Software Licenses
<input type="radio"/>	_____	_____	Supplemental Schedule D - Information Services
<input type="radio"/>	_____	_____	_____
<input type="radio"/>	_____	_____	_____
<input type="radio"/>	_____	_____	_____
<input type="radio"/>	_____	_____	_____

This Supplemental Schedule Order is an amendment to the Agreement identified by the Agreement Number above and is governed by the terms and conditions of said Agreement, and will become effective when accepted by Unisys.

Agreed and Accepted

Unisys Corporation

Customer

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Printed/typed name)

\_\_\_\_\_  
(Printed/typed name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)





	Configuration 1	Total Cost	Configuration 2	Total Cost
Part 1 - Central Equipment Complex	Total Extended Price for Production Computer	\$8,113,581	Total Extended Price for Production Computer	\$6,338,581
	Total Extended Price Development Computer	\$3,275,773	Total Extended Price Development Computer	\$3,275,773
This will be determined using the standard Unisys Product Literature defining Power Consumption (KVA), Power Consumption (kW), Heat dissipation (BTU/Hr) and Cooling (CFM)	5 Year Adjustment for Environmental Differences		5 Year Adjustment for Environmental Differences	
Part 2 - Disk Tape and SPO Hardware	Total Extended Price	\$5,832,494		\$5,832,494
Part 3 - Software and Extended Term Plan Credits	Total Extended Price Production	\$3,030,177	Total Extended Price Production	\$2,725,177
	Total Extended Price Development	\$2,212,447	Total Extended Price Development	\$2,212,447
	Total Extended Price All-222	\$476,114	Total Extended Price All-222	\$476,114
	Total Extended Price SPO	\$88,300	Total Extended Price SPO	\$88,300
	Total ETP Credits	(\$1,643,360)	Total ETP Credits	(\$1,643,360)
Part 4 - Education	Total 250 Instructor Days	\$625,000	Total 250 Instructor Days	\$625,000
Part 5 - Total Maintenance (Hardware & Software)	Total 5 Year Maintenance Production Computer	\$5,112,226	Total 5 Year Maintenance Production Computer	\$4,798,995
	Total 5 Year Maintenance Development Computer	\$3,617,713	Total 5 Year Maintenance Development Computer	\$3,617,713
	Total 5 Year Maintenance All Hardware & Software	\$454,973	Total 5 Year Maintenance All Hardware & Software	\$454,973
	Total 5 Year Maintenance SPO Hardware & Software	\$92,052	Total 5 Year Maintenance SPO Hardware & Software	\$92,052
	Total Relocation Costs	\$73,328	Total Relocation Costs	\$62,309
Part 6 - Equipment Salvage	Total Price Offered	(\$472,940)	Total Price Offered	(\$381,200)
Part 7 - All Other Charges	Total Extended Charges	\$0	Total Extended Charges	\$0
	Total 5 Year Maintenance Charges	\$88,410	Total 5 Year Maintenance Charges	\$88,410
	<b>Total All Costs</b>	<b>\$30,976,288</b>	<b>Total All Costs</b>	<b>\$28,663,778</b>

Item #	Qty	Style	Description	Unit Price	Unit Monthly Comprehensive Premium	Unit Installation	Freight
1	1	AS2170	SPO Computer Based Training	\$135	n/a	n/a	
MDISK to be installed on A11-222 from Treasury (from Salvage List)							
2	1		Relocation and Installation				
3	1	LC1-A	LINE CORD A, NEMA 5-15P	N/A			
4	8	X310-91	CTRL:SCSI EXTERNAL DLP	N/A	\$864		
5	1	M9710-65D	DISK:SCSI 6.7 GB X10 DP	N/A	\$668		
6	1	M9710-65	DISK:SCSI 6.7 GB X10 SP				
7	5	M9612-STD	UPGRD:M9612-SP TO -DP				
8	2	M9012-01	ADPTR:M9710-2X/6X IO KIT				
9	2	CBL9012-IO1	CABLE:M9710 II IO INT 1				
10	8	CBL131-100	CABLE:100' SCSI I/O	N/A			
11	8	X310-CB3	CABLE:15' INTERNAL ISOM	N/A			
12	5	M9612-DP	DISK:M9710 II 1.3 GB DP	N/A	\$655		
13	5	M9612-01	DISK:M9710 II 1.3 GB SP				
14	5	M9612-STD	UPGRD:M9612-SP TO -DP				
15	4	CBL9012-IO2	CABLE:M9710 II IO INT 2	N/A			
16	1	M9700-CL1	PWR CORD:DOMESTIC	N/A			
Summary of MDISK for A11-222					\$2,187	\$0	
FT RAPID SOFTWARE							
17	1	APL100-AFT	FILE XFR:FTRAPIC A SER	\$11,500	\$113		
18	1	APL100-ENB	FILE XFR:FTRAPIC BNA ENB	\$28,500	\$279		
19	1	APL80-AFT	FILE XFR:FTRAPIC A SER	\$8,700	\$85		
20	1	APL80-ENB	FILE XFR:FTRAPIC BNA ENB	\$21,300	\$209		
DEPCON SOFTWARE (per copy pricing) & SERVICES							
21	1	PTR100-HS1	HOST INTERFACE 1 COPY	\$8,000	\$59		
22	1	PTR100-HS4	HOST INTERFACE 2 TO 4 COPIES (EA)	\$7,600	\$56		
23	1	PTR100-HS5	HOST INTERFACE 5 + COPIES (EA)	\$7,000	\$53		
24	1	PTR301-DPT	DEPT. INTERFACE 1 COPY	* \$1,500	\$11		
25	1	PTR304-DPT	DEPT. INTERFACE 2-4 COPIES (EA)	* \$1,000	\$7		
26	1	PTR305-DPT	DEPT. INTERFACE 5 + COPIES (EA)	* \$750	\$6		
27	1	PTR401-ESR	END USER INTERFACE 1 COPY	* \$400	\$3		
28	1	PTR410-ESR	END USER INTERFACE 2-10 COPIES (EA)	* \$250	\$2		
29	1	PTR411-ESR	END USER INTERFACE 11+ COPIES (EA)	* \$200	\$1		
30	1	PDP2	PLANNING & CONFIGURATION (OFFSITE)	\$1,250			
31	1	PDP4	A SERIES DEPCOM WORKSHOP (1 DAY ONSITE)	\$1,800			
CP2000 COMPONENTS							
32	1	CA 601-FDI	CTRL:FDDI-A11.A16-19	\$11,500	\$110	\$160	\$5
33	1	CA 626-ETH	CTRL:MIDRANGE 802.3 C/A	\$11,000	\$88	\$160	\$8
34	1	CP 2000-320	SYS:CP2000 MODEL 320	\$19,950	\$170	\$700	\$74
35	1	CP 2000-520	SYS:CP2000 MODEL 520	\$21,560	\$183	\$700	\$74
36	1	CP 2000-535	SYS:CP2000 MODEL 535	\$19,075	\$203	\$500	\$74
37	1	CP 2003- 3	PROC:MID-RANGE MPC	\$5,600	\$44	\$200	\$2
38	1	CP 2003- 5	PROC:EXPANDED RANGE MPC	\$7,350	\$58	\$200	\$2
39	1	CP 2003- C	CABINET:DESIGN LEVEL 6	\$3,500	\$80	\$500	\$18
40	1	CP 2003- 2U	UPGRD:CP2000-3 TO -5	\$4,200		\$400	\$2
41	1	CP 2012- 80	LINE MOD: 8-TDI	\$5,233	\$26	\$200	\$5

Item #	Qty	Style	Description	Unit Price	Unit Monthly Comprehensive Premium	Unit Installation	Freight
42	1	CP 2012-440	LINE MOD: 4-RS232,4-TDI	\$5,233	\$26	\$200	\$5
43	1	CP 2012-801	I/F:8 RS232 & IACU LMR	\$5,250	\$29	\$200	\$6
44	1	CP 2013- 2	I/F:EXTENDED CP LAN KIT	\$552	INCL		\$2
45	1	CP 2013- 5	I/F:802.3 LAN TRANS VER	\$370			\$5
46	1	CP 2013- 7	I/F:2-802.3 LINE MOD	\$10,483	\$36	\$200	\$5
47	1	CP 2013-701	I/F:1-802.3 LINE MOD	\$5,880	\$25	\$200	\$5
48	1	CP 2013-7AT	I/F:2-802.3 10 BASE T LM	\$10,483	\$36	\$200	\$5
49	1	CP 2013-7UP	UPGRD:LMH 1 TO 2 PORTS	\$5,040		\$400	\$5
50	1	CP 2013-TPA	UPGRD:10 BASE T UPGRADE	\$613		\$400	\$2
51	1	CP 2013-V35	I/F:4-V.35 LINE MODULE	\$6,265	\$25	\$200	\$5
52	1	CP 2014- 1	ADPTR:BLANK IO CONNECTR	\$0	INCL		\$2
53	1	CP 2014- C	INSTL:CHASSIS SHIP PANEL	\$0			\$2
54	1	CP 2041- 1	I/F:AUX LINE MODULE	\$3,308	\$40	\$200	\$2
55	1	CP 2041- 2	I/F: ALM FOR SNA PUT.5	\$2,797	\$40	\$200	\$2
56	1	CP 2041- 20	DISK:20MB INBUILT WINC	\$1,323	\$63	\$200	\$5
57	1	CP 2049-921	ADPTR:BNC TEE CONNECTOR	\$31			\$2
58	1	CP 2049-922	ADPTR:BNC TERMINATOR	\$24			\$2
59	1	CP 2049-923	ADPTR:N TO BNC ADAPTOR	\$31			\$2
60	1	CP 2049-925	ADPTR:BNC TO TNC ADAPTOR	\$25			\$2
61	1	CP 2049-927	ADPTR:TNC/BNC/BNC TEE CO	\$61	INCL		\$2
62	1	CP 2049-928	ADPTR:BNC/TNC/TNC TEE CO	\$120			\$2
63	1	X 602-ICP	ICP10- A3,5,9,10,11	\$12,000	\$148	\$175	\$4
64	1	X 604-ICP	CTRL:ICP10-A12,15,16,17	\$12,000	\$148	\$175	\$4
65	1	XC 45-C01	ADPTR:CP2012/800 - RS232	\$18			\$2
66	1	XC 45-TDI	ADPTR:TDI CONNECT KIT	\$18			\$2
67	1	XC 49- 11	ADPTR:THICK LAN TERMINTT	\$41			\$2
68	1	XC 49- 12	ADPTR:CPLAN BARREL CONCT	\$33			\$2
69	1	XC 49- 20	CABLE:20M PLENUM LAN	\$96			\$2
70	1	XC 49- 21	CABLE:50M PLENUM LAN	\$184			\$2
71	1	XC 49- 31	CABLE:50M IND STD PLENUM	\$410			\$8
72	1	XC 146- 25	CABLE:25' NEC88 RS366	\$88			\$2
73	1	XC 149- 1	CABLE:2.5M NEC88 THINLAN	\$22			\$2
74	1	XC 149- 2	CABLE:5M NEC88 THIN LAN	\$33			\$2
75	1	XC 149- 3	CABLE:20M NEC88 THIN LAN	\$48			\$2
76	1	XC 149- 4	CABLE:50M NEC88 THIN LAN	\$147			\$2
77	1	XC 149- 5	CABLE:100MNEC88 THIN LAN	\$273			\$5
78	1	XC 149- 6	CABLE:2.5MNEC88 THCK LAN	\$41			\$2
79	1	XC 149- 8	CABLE:50M NEC88 THCK LAN	\$350			\$7
80	1	XC 149- 9	CABLE:100MNEC88 THCK LAN	\$679			\$17
81	1	XC 149- 10	CABLE:200MNEC88 THCK LAN	\$1,337			\$56
82	1	XC 149- 7A	CABLE:25M NEC88 THCK LAN	\$361			\$6
83	1	XC 151- 25	CABLE:25'NEC88 MODEMLESS	\$103			\$2
84	1	XC 151- 50	CABLE:50'NEC88 MODEMLESS	\$121			\$2
85	1	XC 151-100	CABLE:100'NEC88 MODEMLESS	\$129			\$5
86	1	XC 151-200	CABLE:200'NEC88 MODEMLESS	\$169			\$7
87	1	CBL 149- 1	CABLE:2.5M BNC PVC LAN	\$20			\$2
88	1	CBL 149- 2	CABLE:5M BNC PVC LAN	\$23			\$2
89	1	CBL 149- 3	CABLE:20M BNC PVC LAN	\$48			\$2
90	1	CBL 149- 4	CABLE:50M BNC PVC LAN	\$67			\$2

Item #	Qty	Style	Description	Unit Price	Unit Monthly Comprehensive Premium	Unit Installation	Freight
91	1	CBL 149- 5	CABLE:100M BNC PVC LAN	\$123			\$5
92	1	CBL 149- 20	CABLE:20M BNC PLENUM LAN	\$84			\$2
93	1	CBL 149- 50	CABLE:15' AUI (802.3)	\$42			\$2
94	1	CBL 240- 5	CABLE:5' NEC88 RS232	\$92			\$2
95	1	CBL 240- 15	CABLE:15' NEC88 RS232	\$92			\$2
96	1	CBL 240- 25	CABLE:25' NEC88 RS232	\$136			\$2
97	1	CBL 240- 50	CABLE:50' NEC88 RS232	\$155			\$2
98	1	CBL 240-100	CABLE:100' NEC88 RS232	\$169			\$5
99	1	CBL 244- 10	CABLE:10' V.35 NEC/CSA	\$85			\$2
100	1	CBL 244- 25	CABLE:25' V.35 NEC/CSA	\$96			\$2
101	1	CBL 244-100	CABLE:100' V.35 NEC/CSA	\$158			\$5
102	1	PNA 4033-121	I/F: ETH 10BT 110V	\$549		\$74	\$2
103	1	PNA 4033-122	I/F: ETH 10BT 220V	\$549		\$74	\$2
104	1	PNA 4033-12N	I/F: ETH 10BT NORDIC	\$549		\$74	\$2
105	1	PNA 4033-131	I/F: ETH 10B2 110V	\$549		\$74	\$2
106	1	PNA 4033-132	I/F: ETH 10B2 220V	\$549		\$74	\$2
107	1	PNA 4033-13N	I/F: ETH 10B2 NORDIC	\$549		\$74	\$2
108	1	A 99-CPC	COM SW:CP2000 CONFIGRTR	\$7,830	\$54		
109	1	A 99-CPG	COM SW:CUSTOM PRCL GEN	* \$21,917	\$194		
110	1	A 99-NAU	COM SW:NETWORK ADMIN	\$76	INCL		
111	1	A 99-NCF	COM SW:NETWK CTRL FAC	\$8,869	\$103		
112	1	A 99-NPM	COM SW:NETWORK PERF MNTR	\$8,500	\$72		
113	1	A 99-OS1	COM SW:OSI TIER 1	\$12,500	\$95		
114	1	A 99-OS2	COM SW:OSI TIER 2	\$18,000	\$138		
115	1	A 99-OS3	COM SW:OSI TIER 3	\$22,500	\$173		
116	1	A 99-OS4	COM SW:OSI TIER 4	\$28,500	\$219		
117	1	A 99-OSI	COM SW:OSI UNLIMITED	\$35,000	\$268		
118	1	C 99- FR	COM SW:FRAME RELAY	\$8,500	\$83		
119	1	C 99-BSC	COM SW:BISYNC STATN GRP	\$3,419	\$22		
120	1	C 99-OL3	COM SW:OSILAN I\$8802/2/3	\$2,875	\$30	\$75	
121	1	C 99-ST2	EMULTR:SNA PUT2 EMULATOR	\$7,179	\$60		
122	1	C 99-ST5	EMULTR:SNA PUT5 ADPTR	\$29,304	\$260		
123	1	C 99-TL3	COM SW:TCP/IP IEEE802.3	\$2,875	\$16	\$75	
124	1	C 99-TTY	COM SW:TTY STATION GRP	\$2,732	\$22		
125	1	C 99-X21	COM SW:X.21 PROTOCOL	\$6,151	\$38		
126	1	C 99-X25	COM SW:X.25 PROTOCOL	\$14,355	\$97		
127	1	CP 2000-COS	O/S:CP2000 OPER SYS	\$5,465	INCL		
128	1	CP 2000-PT3	COM SW:TCP/IP LAN	\$2,875	\$16	\$135	
129	1	CP 2000-WSS	O/S:CP2000-535 OPER SYS	\$5,465	\$62		
130	1	CP 2013- 6	COM SW:TCP/IP PROM	* \$863	INCL	\$60	
131	1	MA 800-OP1	COM SW:OSI NETWORKING	\$2,850	\$22		
132	1	SA 99-TIC	COM SW:TIC UNLMTD SRC	\$3,500			
133	1	VC 99-ST2	EMULTR:SNA PUT2 V SER	\$7,179	\$63		
134	1	VC 99-ST5	EMULTR:SNA PUT5 V SER	\$29,304	\$273		

**MAC rproject  
State Building Authority (SBA)  
Unisys Leasing Corporation (ULC)  
Lease Buyout Details**

DEPARTMENT	FUNDING AGENCY	SCHEDULE NUMBER	PURCHASE ORDER	EQUIPMENT *	INITIATION DATE	ORIGINAL TERM (in months)	LEASE EXP. DATE	MIPC MIGRATION DATE	BUYOUT VALUE AT MIGRATION
<b>Buyout Allowances Applied Against Production System</b>									
Corrections	SBA	Not Applicable	92-90646	CP2000	12/1/92	48	11/1/96	12/25/95	\$68,020
Corrections	SBA	Not Applicable	93-90224	M9710 Disk	10/1/93	40	1/1/97	12/25/95	\$53,800
Corrections	ULC	1217-08	92-90142	A16	1/1/92	60	12/31/96	12/25/95	\$823,401
Summary for Corrections:									
State	ULC	8384-02	94-90004	System Software	7/1/94	52	10/31/98	10/31/95	\$945,221
Treasury	SBA	Not Applicable	92-90588	CP2000	12/1/92	38	1/1/96	10/31/95	\$807,530
Treasury	SBA	Not Applicable	91-90085	MDISK	12/1/92	36	11/1/95	10/31/95	\$69,814
Treasury	ULC	8202-01	92-91079	A11	2/1/93	36	1/31/96	10/31/95	\$8,310
Summary for Treasury:									
									\$165,785
<b>Total Allowances for Production System:</b>									
									<b>\$1,918,537</b>
<b>Buyout Allowances Applied Against Development System</b>									
Lottery	ULC	8535-01	94-TQ0341	A17 Software	7/1/94	66	12/31/99	3/31/96	\$1,072,326
Mental Health	ULC	1896-08	92-90213	Disk	2/1/92	57	10/31/96	9/30/95	\$148,993
<b>Total Allowances for Development System:</b>									
									<b>\$1,221,319</b>
<b>Summary of All Buyout Allowances:</b>									
* Each obligation has State of Michigan equipment pledged as security to either Unisys Leasing Corporation (ULC) or the State Building Authority which must be cleared before the secured equipment is sold as salvage or used as trade-in.									

MAINFRAME SOFTWARE LICENSES

In the event the State Office of Management and Budget implements a mainframe system consolidation effort, software licenses may be transferred between systems or exchanged for other software that performs the same data processing function on either an upgraded or downgraded system subject to the following provisions, restrictions and credit policy:

1. Software licenses contracted through the Office of Management and Budget may be transferred, with the approval of the Office of Management and Budget, from one State of Michigan Department to another State of Michigan Department without the new licensee being responsible for any software license transfer fees.
2. Should the State acquire a downgraded system directly from Unisys, the State may transfer the existing license to such downgraded system for the remainder of unused term.
3. Should the State exercise either of these options, the payment obligations at the State will remain in full force and effect.
4. Should the State acquire an upgraded system directly from Unisys, the State will receive credits from the unused portion of the replaced license. The credit shall be calculated by multiplying the license fee paid by the State for the replaced software by a fraction whose numerator is the number of full unused months remaining on the initial term and whose denominator is the number of months of the replaced software. In the case of one-time charge software, a sixty-month term is the denominator.

EXAMPLE:

The State replaces software originally acquired for \$100,000.00 for a sixty-month term in month thirty-six of the term

$$\text{Credit} = \$100,000.00 \times \frac{24 \text{ Unused Months}}{60 \text{ Initial Term}}$$

$$\text{Credit} = \$40,000.00$$

The credit may be used towards the license fee of the replacement and cannot exceed the replacement license fee

5. Support fees for the license will be based on the system upon which the software resides after transfer

**MAC Project  
Extended Term Plan  
Software Licenses**

<b>Contract Number</b>	<b>Original Contract Value</b>	<b>Department</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Planned MIPC Migration Date</b>	<b>Credit Amount</b>
071B4007443	\$238,982	Civil Service	Mar. '91	Feb. '96	Jan '96	\$0
071B008425	\$808,931	Corrections	Dec. '91	Nov. '96	Dec '95	\$28,313
89AL4586	\$1,233,068	Lottery	July '94	June '99	Mar '96	\$924,801
5688	\$594,102	Mental Health	Oct. '90	Sept. '95	Sept '95	\$0
071B005856	\$1,063,225	State	Nov. '93	Oct. '98	Oct '95	\$655,655
071B008538	\$1,143,151	Treasury - A17	Oct. '91	Sept. '96	Oct '95	\$37,152
071B008538	\$260,292	Treasury - A11	Feb '93	Jan. '98	Oct '95	\$62,904
071B008538	\$32,680	Treasury - A4	Dec '90	Nov '95	Oct '95	\$0
		<b>Total Credits</b>				<b>\$1,708,825</b>

## **Rider C**

### **Additional Contractor Commitments**

**Contract Number 071B5000692**

## MANAGEMENT SUMMARY

An individual unfamiliar with the OUTCON Project may look upon the two A Series enterprise servers identified within this RFQ as a relatively simple technology acquisition and the MIPC as just a massive data processing center. To both the State and Unisys, however, this acquisition and the new MIPC represents the cornerstone of a new technology infrastructure for the State.

This step in the Michigan A Series Consolidation (MAC) project establishes the necessary environment for the migration of the consolidated data centers, and concludes a crucial milestone in achieving the previously identified data center consolidation objectives:

- Improve services to the State through a cooperative environment that enables applications and data sharing among departments
- Maintain and improve service level to data center customers
- Facilitate better management practices
- Maximize the utilization of limited resources
- Provide support for client/server migration and the introduction of other emerging technologies

The vision establishing this activity can be traced back to the introduction of a Statewide process referred to as PERM. One of the PERM studies focused on the consolidation of State data centers. During this study, Unisys invited several key State personnel to visit the Unisys InfoHub in Eagan, Minnesota to review tangible evidence of the efficacy of data center consolidation. In Eagan, the State witnessed the project referred to as Project Sigma, that brought 52 separate Unisys data centers, formerly located throughout the world, together under one roof in the InfoHub. Discussions with consultants, trade journalists, customers and contacts in other large organizations throughout the world indicate that this project was unprecedented. The lessons learned and methodologies established through Project Sigma, coupled with the initiative and vision of the State personnel, enable the State to fulfill its objectives for the data center consolidation.

The A18s that will form the center of the MIPC technical infrastructure, in combination with the associated peripherals, provide a unique and complementary environment. Taken together, they will establish an efficient and highly resilient environment comprised of a separate production site, a "lights out" development site, and a disaster recovery capability for mission critical systems, positively affecting all of Michigan's citizens. The A18 systems incorporate the latest state-of-the-art technologies to achieve high performance.

and scaleable growth at a relatively low cost of ownership. A wide array of "open" interfaces make the A18 ideally suited to operate within this environment.

During 1994, Unisys worked with the State's project team to establish the economic feasibility associated with a consolidation strategy. In September, Unisys provided the State our final A Series Data Center Consolidation report. This study evaluated alternative consolidation scenarios utilizing different technical configurations, site options and associated financial returns. The State selected the Full Modernization Scenario. This scenario provided the most robust technical infrastructure, overachieved all other alternatives in meeting the PERM objectives and maximized the State's return on investment. Implementation of this strategy is projected to provide approximately \$15 million in cost savings over the next 5 years.

Through this proposal Unisys is pleased to be able to further enhance the State's return on investment that was projected 6 months ago. The pricing included in the Unisys response to this RFQ results in a significant cost reduction from that identified in the cost benefit analysis created in September.

Along with this reduction from budgeted expense, Unisys has worked to make the transition from 9 separate contracts for system maintenance, 8 software lease contracts, and 10 software and hardware financing contracts, to the new environment easier. For your convenience, we have enclosed within our proposal, schedules that list existing State obligations and associated buyout figures from the respective financing companies. As part of the A18 acquisition, Unisys has provided adequate financial concessions to pay off all of these obligations.

Unisys has also taken a step towards easing the migration by including an agreement to provide, at no charge, software needed on existing platforms to accomplish the consolidation.

Unisys has provided a generous value for all of the State's salvage equipment listed in the RFQ. A value was identified for all equipment regardless of the vintage or condition. We felt that, as your partner, it was important to address all aspects of the State's move to the MIPC; the technical aspects occurring through our consulting activity and the outstanding contractual, financial, and salvage environment. This was done in an effort to avoid "loose ends" and surprises down the road. To properly move the salvage equipment from the State premises, our Customer Services and Support organization will perform the deinstallation and Combined Van Lines, Inc. will provide the transportation.

As the State and Unisys prepare to install the production and development A18 Enterprise Servers for the Michigan Information Processing Center, we will assign another key individual to augment the current team. The assigned Site Installation Manager (SIM) will work with the MAC team as well as the other State and Unisys personnel to ensure the equipment installation is completed in a highly professional manner. The SIM is an experienced professional at coordinating a smooth installation of the proposed technology. The SIM will lead all activities associated with the installation and will turn the systems over to the MIPC upon verification that the installation is in 100% compliance with factory standards and benchmarks.

The A18s identified within this proposal represent our most advanced systems. They have been extremely well received by industry analysts and by our clients, and we are convinced they will serve the State well. Numerous state governments across the country have approached Unisys and have expressed interest in replicating the Michigan data center consolidation model. As your partner, we are very proud of the MAC project and look forward to its successful conclusion. We believe that you will find this proposal to represent the standards that you have come to expect from us and look forward to moving forward with the MAC plan.

Combined Van Lines, Inc.



March 23, 1995

Unisys Corporation  
2290 Science Parkway  
Okemos, MI 48864

Attention: Mr. T. Randy Fields

Dear Mr. Fields,

Combined Van Lines, Inc. is pleased to offer Unisys our commitment towards the relocation of equipment for the Michigan Department of Management and Budget bid #07115001494. We thank you for the opportunity to be of service.

Thank you for your time and consideration. If you have and question, please feel free to contact me at 517-374-7000.

Sincerely,

Combined Van Lines, Inc.

  
Ron Lundy  
Relocation Consultant

RJL/cl

**BID ITEM SUMMARY**

Unisys response to ITB 07115001494 centers around the use of Unisys A18 Enterprise Servers. High performance A18 systems are adaptable and compact and offer a solid growth and performance upgrade path for the State's consolidated processing environment. A18 systems provide:

- Virtually non-stop availability
- Support for mission-critical applications
- High-volume on-line transaction processing (OLTP)
- Automated operations
- A high level of data integrity

These attributes are extremely important for the MIPC's computing environment.

The Technical Specification section of the bid document uses a Relative Performance Measurement (RPM) rating to specify the size of the systems to be configured. While Unisys does not publish RPM ratings, it instead uses a Relative Performance metric for the A-Series product family. These Relative Performance metrics are depicted in all literature included with the Unisys bid response. In order to convert from Relative Performance to one based upon RPM, a multiplier is used that estimates an equivalent RPM rating. All systems configured for this bid have estimated RPM ratings that satisfy the RPM ratings specified in the RFQ.

Unisys has configured four-processor, partitionable systems for the two Production configurations called for in the RFQ. The four-processor configuration offers maximum flexibility and resiliency while operating in a partitioned mode. An A18-742 is offered for the Configuration 1-Production Computer and an A18-642 system is offered for the Configuration 2-Production Computer. Both these configurations are highly resilient and include two Input/Output Modules and two Memory Control Modules.

The Development system offered is a two-processor model A18-522. Like the Production system, this system includes two Input/Output Modules and two Memory Control Modules. In addition, it is configured with sufficient Input/Output connectivity so it can serve as the disaster recovery system for the production system.

Both the production and development sites will have 11 cabinets available for installation of USR disk. The racks at the development site will be able to accommodate the installation of USR disk spindles from the production system should it be necessary to move the production site operations for disaster recovery purposes. PowerNet, which provides the capability to remotely power on and off attached disk drives and cabinets, has been included with all systems and disk devices.

When fully populated with disk according to the current plan, over 843GB of on-line USR disk storage capacity will be available at the two MIPC sites. Of this total, approximately

235GB will be harvested from the existing data centers and relocated to the production site. The remaining 607GB of disk is to be purchased and is configured in this bid response. Of this 607GB, 367GB is slated to be installed in the production facility. Thus, of the 843GB available, approximately 602GB will be installed in the production facility and approximately 241GB at the development site.

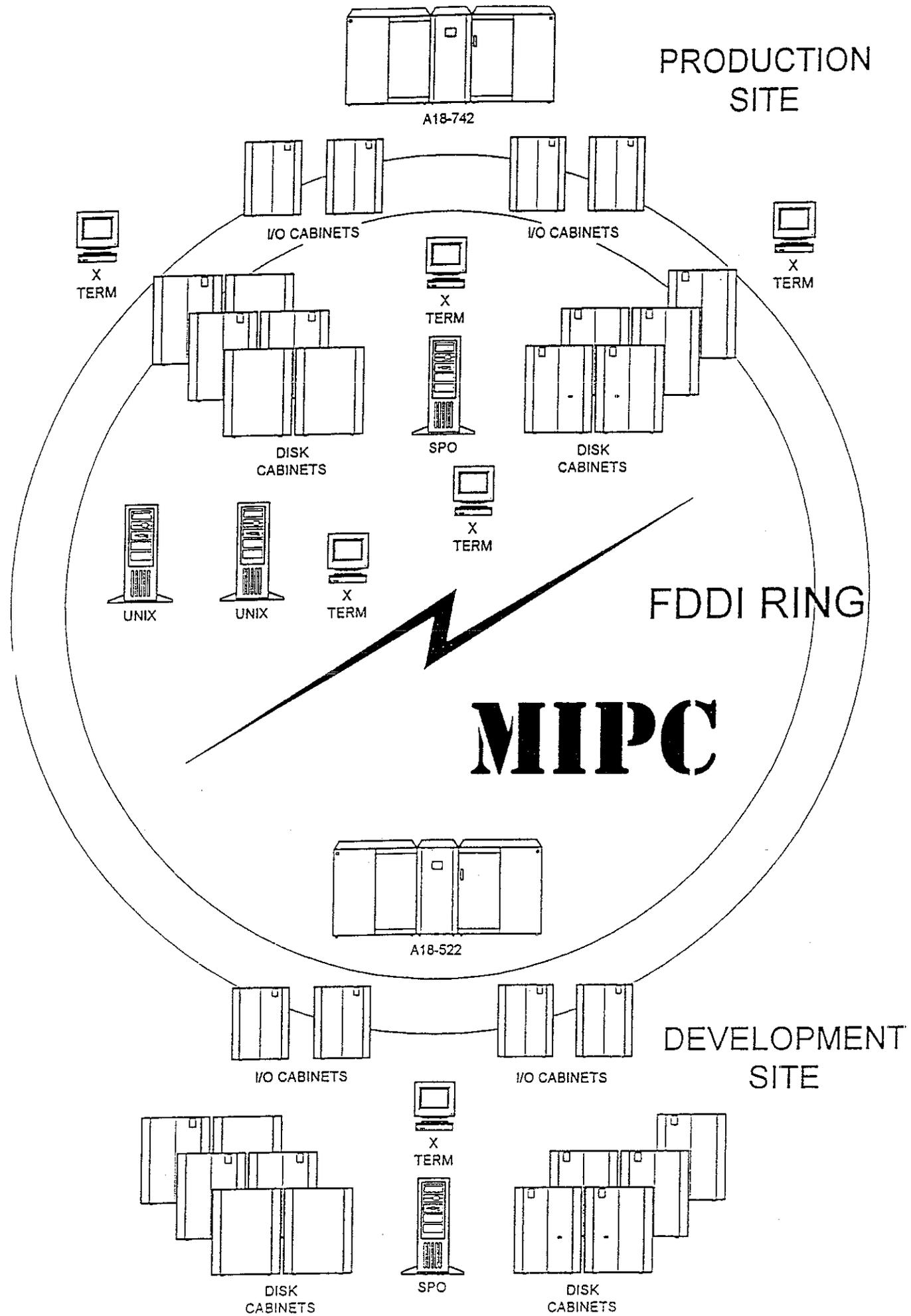
As requested in the responses to the vendor questions, we have removed a Treasury M9710 disk cabinet from the Salvage list and included it in the Information Only section of our bid response. This 13.4 GB of disk capacity is slated to be attached to the A11-222 system to provide support for the Department of Commerce.

Tape backup and restore functionality will be provided by harvested equipment from Treasury, Secretary of State, Mental Health and Commerce and augmented where necessary. Each site will have a single 2x6 BT3200 round tape subsystem. In addition the production site will have three, 2x8 5073 cartridge tape subsystems with compression and 24 cartridge extended autoloaders, while development will have two, 2x8 5073 cartridge tape subsystems with compression and 24 cartridge extended autoloaders.

To provide added resiliency and redundancy in the operation of the computer systems installed in the MIPC, Unisys has proposed two Single Point Operation systems. These systems are based upon the Unisys U6000 Model 430 UNIX platform. Through the 19-inch Tektronix X-Windows terminals, MIPC operators will be able to monitor and control all systems available in the MIPC production and development sites.

Single Point Operations uses multi-level site diagrams and windows into the systems being controlled to provide operators with the level of information desired. Operators are notified through alerts that appear on the screen whenever one of the systems being monitored needs attention. SPO can be configured so that one terminal controls all activities on one system, or so that a single terminal controls a given functionality, like all tape requests for all attached systems. SPO can be easily tailored to meet the unique operational characteristics of the MIPC.

As depicted in the diagram on the following page, we anticipate that one of the SPO systems will be installed at the Production site and the other installed at the Development site. Even with the physical separation, both SPO systems will still be able to "see" all controlled systems (although only one SPO can control the activities of an attached system at a time). Separation of the two SPO systems provides desired disaster recovery capabilities.



The MAC project team has recognized the need to have knowledgeable staff to ensure the MIPC provides its customers the best service possible. To that end, we have included in our response, 250 instructor days of education to be used as desired by the MIPC Director. Unisys will provide qualified instructors to conduct on-site classes at State facilities in the Lansing, Michigan area.

Unisys has teamed with Combined Van Lines of Lansing to relocate all equipment to be harvested from the existing data centers to the MIPC. Unisys Customer Service Engineers (CSE) will de-install and pack the equipment for the move. Combined Van Lines will provide experienced movers to handle the actual transport of the equipment. Unisys CSE personnel will also supervise the movers during the relocation.

Complimenting the trained MIPC staff will be a solid Unisys support organization. Seven days a week, 24 hours per day support for the proposed hardware and software is included in our bid response. This support is offered through the Surety 2000 Comprehensive Premium plan supplemented by on-site coverage at the production facility. Comprehensive Premium service includes items such as an annual system operation review, no-charge installation of products designated as customer setup and unlimited number of electronic and voice contacts to the support hotline.

- (2) I/O Processor Cards each with 6 Channel Master Units for disk and I/O Base connectivity rated at 7400 I/O per second
- (2) System Console Processors for System Maintenance Functions
- (1) each CD-ROM and QIC tape drives.
- (4) Universal I/O Cabinet
- (8) MLI I/O Bases
- (10) I/O Base Exchanges
- (4) External Channel Racks
- (16) MLI Channel Interface Cards
- (41) SCSI Channel Interface Cards for USR Disk connections
- (20) SCSI DLP Interface Cards for USR Disk connections
- (8) Printer DLP Interface Cards
- (8) ICP DLP Interface Cards for CP2000 based communications
- (2) FDDI Channel

**RFQ Requirement:****2. Configuration 2**

*Production Computer Central Processing Unit rated at 4800 RPMs or greater.*

*Production Computer Memory Subsystem Module 864MB Total.*

*All other requirements remain the same.*

**Response:** Unisys certifies that the A18-642 system meets or exceeds the above requirements. The following is a summary of the configured system:

- (1) A18 Dual Domain Cabinet with Redundant Power Supplies, permits processor partitioning for maintenance and fault isolation
- (4) A18-611 Processor Boards
- (4) Memory Cards containing 864MB of Main Memory
- (2) Memory Cards with a total of 288MB of Disk Cache Memory
- (2) I/O Processor Cards each with 6 Channel Master Units for disk and I/O Base connectivity rated at 7400 I/O per second
- (2) System Console Processors for System Maintenance Functions
- (1) each CD-ROM and QIC tape drives.
- (4) Universal I/O Cabinet
- (8) MLI I/O Bases

- (10) I/O Base Exchanges
- (4) External Channel Racks
- (16) MLI Channel Interface Cards
- (41) SCSI Channel Interface Cards for USR Disk connections
- (20) SCSI DLP Interface Cards for USR Disk connections
- (8) Printer DLP Interface Cards
- (8) ICP DLP Interface Cards for CP2000 based communications
- (2) FDDI Channel

**RFQ Requirement:****3. Development Computer Specific Minimum Requirements*****Central Processing Unit***

*Dual Domain Cabinet with Redundant Power Supply and Partitioning Capability  
Processors Rated at 1860 RPM Total*

**Response:** The A18-522 system proposed for the Development Computer is a two processor, Dual Domain system having two Memory Storage Modules and two Input-Output Modules. The system can be run in either a monolithic state, with all of the processors operating under one copy of the operating system or in a partitioned state, with each of two independent domains operating under the control of its own operating system. Each domain is powered by a separate power supply to which Unisys has added redundant CPM and MSM power supply kits (A1612-PWR/ A1610-PWR). This results in two CPM and MSM power supplies in each domain. Reference 70081773-000 Pages 1-5 and 2-1. Unisys certifies the RPM rating.

**RFQ Requirement:*****Memory Subsystem Module***

*Main Memory 576MB Total*

**Response:** The A18-522 system comes standard with 192MB of memory to which we have added an additional four additional 96MB memory modules (MEM96-MOD) for a total of 576MB. Reference 7008 1773-000 Page 2-1. Unisys certifies this requirement.

**RFQ Requirement:*****Input and Output Module***

- 2 *I/O Processor Cards with 6 Channel Manager Units for Disk and I/O Base Connectivity*
- 1 *Each CD-ROM & QIC Tape*
- 18 *MLI Channel Cards*
- 4 *36U Rack Mounted I/O Cabinets*
- 8 *MLI Bases*
- 4 *External Channel Racks*
- 1 *LEMs*
- 9 *I/O Base Exchanges*
- 41 *SCSI Channels for Disk Connectivity*
- 20 *SCSI DLPs for Disk Connectivity*
- 8 *ICP DLP Connections*
- 1 *Buffered Printer DLP*

***Maintenance Subsystem***

- 2 *System Console Processors*

**Response:** Unisys certifies that the configured Development System meets or exceeds the above requirements. The following is a summary of the configured system:

- (1) A18 Dual Domain Cabinet with Redundant Power Supplies, permits processor partitioning for maintenance and fault isolation
- (2) A18-511 Processor Boards
- (2) Memory Cards containing a total of 576MB of Main Memory
- (2) I/O Processor Cards each with 6 Channel Master Units for disk and I/O Base connectivity rated at 7400 I/O per second
- (2) System Console Processors for System Maintenance Functions
- (1) each CD-ROM and QIC tape drives.
- (4) Universal I/O Cabinet
- (8) MLI I/O Bases
- (9) I/O Base Exchanges
- (4) External Channel Racks
- (16) MLI Channel Interface Cards
- (41) SCSI Channel Interface Cards for USR Disk connections
- (20) SCSI DLP Interface Cards for USR Disk connections
- (2) Printer DLP Interface Cards

- (8) ICP DLP Interface Cards for CP2000 based communications
- (2) FDDI Channel

**RFQ Requirement:**

**B. Augmentation of USR Disk, 0573 Tape Cartridge and SPO Hardware (Unisys Only)**

**1. Augmentation of USR Disk**

*All disk must be rack interchangeable between the production and development computers.*

<i>Component</i>	<i>Currently Installed</i>	<i>To be Purchased</i>	<i>Total</i>
<i>36U Disk Rack</i>	<i>7</i>	<i>16</i>	<i>23</i>
<i>PDU's for Racks</i>	<i>7</i>	<i>16</i>	<i>23</i>
<i>Rack Status Bus Cards</i>	<i>0</i>	<i>153</i>	<i>153</i>
<i>Disk Racks</i>	<i>59</i>	<i>119</i>	<i>178</i>
<i>SCSI Sub Address Controllers</i>	<i>0</i>	<i>80</i>	<i>80</i>
<i>SCSI Channel Extenders</i>	<i>0</i>	<i>160</i>	<i>160</i>
<i>Redundant Power Supplies</i>	<i>0</i>	<i>119</i>	<i>178</i>
<i>1.5 GB Spindles</i>	<i>95</i>	<i>405</i>	<i>500</i>
<i>805MB Spindles</i>	<i>154</i>		<i>154</i>

*The disk requirements do not change as a result of State Agency participation.*

**Response:** Unisys has proposed Unity Storage Rack (USR) disk components that are fully compatible and interchangeable with the State's existing disk to be harvested. The following table, as presented in the answers to vendors questions, identifies the quantity of components to be harvested from existing data centers as well as the components to be acquired as part of this bid acquisition. Reference 4124 6125-000, 4124 6356-000 and 4124 6125-100. Unisys certifies this requirement

Component	Currently Installed	To be Purchased	Total
36U Disk Rack	7	16	23
PDU's for Racks	9	16	25
Rack Status Bus Cards	29	131	160
Disk Racks	41	119	160
SCSI Sub Address Controllers	0	80	80
SCSI Channel Extenders	0	160	160
Redundant Power Supplies	37	123	160
1 5 GB Spindles	111	405	516
805MB Spindles	86		86

**RFQ Requirement:**

**2. Cartridge Tape Subsystem Upgrade**

*The existing 0573 Tape Cartridge Subsystems "harvested" from State data centers require the following updates:*

- *8 Cartridge Tape Autoloaders*
- *4 Cartridge Tape Compression Expansion*
- *10 Cartridge Tape Connections*

**Response:** Unisys has included all necessary components to upgrade the State's existing Tape Cartridge subsystems as identified in the RFQ. Reference 4124 1779-000 and 4124 2819-000. Unisys certifies this requirement.

**RFQ Requirement:****3. Single Point of Operation (SPO) Hardware**

*UNIX platform configured to run SPO Software. Must provide for management of the production, development and A11-222 computers as well as 2 U6000s.*

**Response:** In order to provide a unified, redundant operation center for all MIPC hardware platforms, Unisys has offered two, identically configured U6000/430 systems (reference 4125 2347-000) running Single Point Operations (SPO) software. As configured, the solution is capable of managing the production and development A18 systems as well as the A11-222 and the two U6000 systems planned to be utilized for XGEN development.

The SPO configuration includes the following components in addition to all necessary SPO software:

**Proposed Single Point Operation System**

- (2) U6000/430 90 MHz Pentium UNIX Processor Systems
- (2) 64MB Memory Upgrades
- (6) 2GB 3.5" SCSI Disk Drives (3 per system)
- (2) 4GB DAT SCSI Tape Drives
- (2) QIC In-built Tape Drives for Software Installation
- (2) TO300 Operator Terminals
- (2) AP9512-R1 12ppm Laser Printers
- (2) Ethernet Network Interface Cards
- (6) Tektronix 19" X Windows Terminals w/ 8MB Memory and Keyboards
- (1) A11 System Console Processor Upgrade Kit
- (4) Black Box RS232 Splitters
- (2) Modem Adapters and LAN Converters
- (2) LAN Connector Hubs

Reference 4134 2486-000 and 4197 3702-000. Unisys certifies this requirement.

In addition to the basic SPO configuration, Unisys has included the necessary components to upgrade the System Control Processors (SCP) on the A11-222 so that maintenance functions for the A11 can be controlled through SPO. Without this upgrade to the A11, operators would have to use the A11 SCP to perform tasks related to the Peripheral Configuration Diagram (PCD), System Control Interface (SYCON), and firmware microcode modifications. This upgrade also provides a graphical user interface for the A11 like that present on the A18 systems.

In addition to the above credits, Unisys has provided special, non-policy software credits for the unused portions of the (ETP) licenses at the Departments of Corrections and Treasury (A17). These credits appear in Part 1 - Central Equipment Complex (Production Configuration 1 and 2) and were calculated according to Unisys standard ETP credit policy calculation procedures. This exhausts the existing ETP licenses in effect that have residual credit value at the time of the respective data center's planned migration to the MIPC.

All ETP credits were calculated based upon a data center's planned migration date to the MIPC as presented in the RFQ.

The credits provided in the RFQ response in no way relieves the Departments from any obligations to the State Building Authority, Unisys Leasing Corporation or any other agency for which the State may have a financial obligation for the original license fee.

Recognizing the potential short term need for additional software packages at State data centers during the migration period, Unisys has included with this bid response, a pre-approved loan of selected software packages to support the migration activities. This agreement allows State data centers to use additional copies of selected software as required, at no charge for licensing or support, such as BNA to support their migration. Details of the agreement offer are included in the Signed Contractual Terms section of this response. Unisys is pleased to be able to support the State in this manner.

#### **RFQ Requirement:**

##### ***D. Education (Unisys Only)***

*Unisys will provide an In-depth Operations Training course. This will be attended by approximately 40 computer operations staff and technical programmers. All training will be conducted in Lansing, Michigan at a site provided by the State. The course will cover the following material a) hardware operations, b) software operations and c) user maintenance d) specific training required for the operation of SPO hardware and software. Each trainee will be provided with appropriate manuals, text materials, course outlines and other documentation as required. Training materials will be kept by the trainee following completion of the training.*

**Response:** Unisys agrees to provide an in-depth Operations Training course as specified in the RFQ. We anticipate this training to require four sessions of 10 days each attended by 8-12 State staff members.

Personal copies of appropriate lecture course training materials will be provided to each attendee.

Unisys has prepared a one-day computer based training course for Single Point of Operations. Pricing for this course is included in the Information Only section of the Cost Model.

Unisys certifies this requirement.

**RFQ Requirement:**

*Other Training will be required and follow the same outline as above. The specific Unisys education classes will be defined later by the MIPC Director. Unisys must quote 250 instructor days in total. An instructor day is defined as 8 hours of platform time. Classes will consist of 8-12 students*

**Response:** Unisys is prepared to meet the training needs of the State of Michigan related to the data center consolidation. We have quoted a daily rate and total training costs for the 250 instructor days specified.

An electronic version of the current Unisys education course catalog is included with each copy of our bid response. The catalog provides a planned sequence of classes for a variety of position types.

Unisys certifies this requirement.

**RFQ Requirement:****E. Hardware Maintenance and Relocation (Unisys Only)**

*The vendor is to provide a minimum of one on-site customer service representative to maintain the systems during prime operating hours (8AM to 5PM excluding State recognized holidays). Other than Principle Period of Maintenance (PPM) a customer service representative must arrive at the appropriate MIPC site within (2) hours after notification by the State.*

**Response:** Unisys is prepared to provide one on-site customer service representative during the prime operating hours, excluding a one hour lunch period, as specified in the RFQ. This individual will be normally located at the production facility but may respond to calls for service at the development site as long as the two hour response time is maintained. The on-site Customer Service Representative will wear a beeper at all times during the prime shift. In this way, the representative can be reached during the lunch hour or while at the development site. The charge for the on-site customer service representative is included in the All Other Charges section of the Cost Model.

The Surety 2000 Comprehensive Premium support provides a guaranteed two hours response time during PPM. The additional charge for two hour response outside of PPM is included in the All Other Charge section of the Cost Model.

Unisys certifies this requirement.

**RFQ Requirement:**

*The vendor must supply and install, as appropriate (based upon release documentation), factory authorized Field Change Notices (FCN) as they are announced by Unisys. New software releases are to be made available to the State as they are announced by Unisys. In addition, the State is to be informed of all software patches intended to fix reported problems as soon as the patches are available.*

**Response:** Unisys agrees to supply and install appropriate factory authorized Field Change Notices in a timely fashion. The State will receive written notification of all licensed software releases.

Unisys will inform the State of all software patches (Interim Correction Files) intended to fix reported problems through the Unisys Communication Form (UCF) process. Unisys Customer Services and Support will augment this process by providing Interim Correction Files (ICF) information at periodic client status meetings. In addition, Unisys provides Electronic Support Services (ESS). ESS is an on-line service (formerly known as SureNet) whereby clients are invited and encouraged to access knowledge bases and ICF information databases for possible download and installation at the client's discretion.

Unisys certifies this requirement

**RFQ Requirement:**

*The vendor is responsible for the successful delivery and installation of all hardware and for the delivery of the software. To help ensure the installation is successful, the vendor must assign a Site Installation Manager (SIM) who will oversee the entire process. The SIM will be responsible for verifying the sites are ready to accept the systems, develop a detailed plan (in conjunction with the MAC Project Team) for the installation and coordinate the activities of both State and vendor personnel involved in the installation.*

**Response:** Unisys will work closely with the MAC Project Team to ensure the successful delivery and installation of the hardware and delivery of the software. Unisys agrees to assign a qualified SIM to coordinate all installation activities and verify the sites are ready for the hardware installation.

Unisys certifies this requirement

**RFQ Requirement:**

*In addition, the vendor is responsible for relocating all hardware to be harvested from existing data centers to the MIPC (either the Production or the Development site as specified in this RFQ). Included in this relocation activity is the removal (deinstallation) of the hardware from its current installation site, packing the hardware to ensure safe transport, the actual transport of the hardware, and unpacking and connection to the appropriate mainframe computer. The contractor shall assume any liability that may be incurred during the relocation process. The Cost Model provides a detailed list of all hardware that is to be harvested and where it will be located as part of the MIPC.*

**Response:** Unisys is prepared to relocate all harvested equipment listed in Part 5 of the Cost Model from the existing data centers to the appropriate facility of the MIPC. This will be accomplished using qualified personnel from Unisys and Combined Van Lines of Lansing. A letter from Combined Van Lines indicating their agreement to be a subcontractor of Unisys in this activity is located within the Management Summary.

Our activity in this regards will include removal of the hardware, packing the hardware in a manner to ensure safe transport, transport to the new installation site, unpacking and installation of the equipment on the appropriate mainframe system. Unisys will be solely responsible for any liability that may be incurred during the relocation process.

For purposes of calculating the relocation charges, Unisys made the following assumptions:

- Equipment can be harvested from the existing sites during prime operating hours (Monday through Friday, 8AM to 5PM excluding State recognized holidays)
- All equipment to be harvested from one existing data center will be available for pick-up during a single time period so that separate trips on multiple days can be avoided.
- Harvested equipment to be installed on the MIPC computers must be installed outside of prime operating hours to avoid disruption of the production schedule.

If these assumptions are incorrect, the price for the relocation service may have to be modified.

Charges for relocating selected MDISK components currently installed at Treasury and originally included in the Salvage List are included in the quoted relocation charges

The Relocation List includes components comprising U6000 systems at the Department of Treasury. The relocation charges for this equipment is included in this response but no on-going maintenance charges have been included in the Cost Model

Unisys certifies this requirement.

**RFQ Requirement:****F. Equipment Salvage (All Bidders)**

*A list of the equipment to be disposed of is included in the Cost Model Section VIII. The State anticipates revenue for selling this equipment. All vendors must quote in the cost model the price offered for items listed in the cost model (prices may be summarized by Style Number). Deinstallation of the equipment is the responsibility of the vendor. This is not to include deinstallation of the under the floor cables.*

**Response:** Unisys has quoted the price offered for all equipment in the Salvage list (with the exception of the listed software and selected MDISK components installed at the Department of Treasury as specified in the answers to vendor's questions) summarized by Style Number. The quoted price assumes that Unisys is to perform the de-installation and removal of the equipment. The under floor cables will be left in place.

Maintenance pricing for the Treasury MDISK components removed from the Salvage List are included in Part 9 - Information Only of the Cost Model.

Unisys certifies this requirement.

**RFQ Requirement:**

*This deinstallation must be done under the supervision of Unisys, who will first "harvest" equipment for the MIPC. The schedule for availability of the equipment is in accordance with the Project Plan included in Appendix B.*

**Response:** The deinstallation and removal of the salvage equipment will be performed after the harvest of the equipment designated for the MIPC.

Unisys certifies this requirement.

## Appendix A - Required Software

### Production Mainframe (Object Code Only)

O/S: SSF System Software Facility  
    O/S: System S/W Core Med  
    O/S: Protocols Core Media  
SYS MGT: Logger  
SYS MGT: SMFII Total  
SYS MGT: Billing Support  
SYS MGT: System Assistant  
SYS MGT: SPO Host Agent Components  
COM SW: SNA Gateway for CP2000  
COM SW: SNA LU6.2 Service Manager  
COM SW: Bisync Station Group  
COM SW: Host Services  
COM SW: Interactive DC Config (IDC)  
COM SW: Data Communication  
COM SW: NDL II Analyzer  
COM SW: Remote Print System  
COM SW: TCPIP Applications  
COM SW: Data Transfer  
COM SW: TCPIP Unrestricted  
COM SW: SNMP Agent  
COM SW: A Series BNA V2  
    Network Administrator  
    CPDLP Operating System  
    Network Services II  
COM SW: Network Control Facility  
COM SW: COMS Total  
COM SW: Data Transfer System (DTS)  
COM SW: BNA of IP (BIP)  
COM SW: DCA FileXpress  
COM SW: DCA Host File Transfer  
Driver: SCSI-2 Disk  
Driver: SCSI-1  
Query SW: DMSII Inquiry  
Query SW: DMSII ERGO  
DATAMGT: DMSII Analyzer  
DATAMGT: DMSII Monitor  
DATAMGT: DMSII DM Interpreter  
DATAMGT: DMSII Certification  
DATAMGT: DMSII Interpro OCM  
DATAMGT: DMSII Remote DB Backup  
DATAENTRY: Odesy

RPT SW: Reporter III  
RPT SW: Online reporter III  
TRANSMGT: Gemcos Total  
LAN SW: HLCN I-Unlimited use  
    Netware client V3  
    HLCN Unlimited USRKEY  
    Local Port subsys  
26 - CP2000 Operating System  
SEC SW: Infoguard ACC  
DEV AID: Format Support Library  
DEV AID: CANDE Editor  
DEV AID: EDITOR  
LINC: Linc View  
LINC: Run Time  
O/S: MACS SW for 20 Disks  
    MACS disk cache sw  
    MACS 10 Spindles

Development Mainframe (Object code and Source where available)

O/S: SSF System Software Facility  
O/S: System S/W Core Med  
O/S: Protocols Core Media

SYS MGT: Logger  
SYS MGT: SMFII Total  
SYS MGT: System Assistant  
SYS MGT: Billing Support  
SYS MGT: SPO Host Agent Components  
COM SW: Host Services  
COM SW: Data Communication  
COM SW: NDL II Analyzer  
COM SW: Interactive DC Config (IDC)  
COM SW: Remote Print System  
COM SW: TCPIP Applications  
COM SW: Data Transfer  
COM SW: TCPIP Unrestricted  
COM SW: SNMP Agent  
COM SW: A Series BNA V2  
COM SW: BNA over IP (BIP)  
COM SW: Network Administrator Utility  
COM SW: CPDLP Operating System  
COM SW: Network Services II  
COM SW: Network Control Facility  
COM SW: CP2000 Configurator  
Driver: SCSI-2 Disk  
Dev Aid: Screen Design Facility  
Dev Aid: Screen Design Facility PLUS  
DEV AID: Format Support Library  
DEV AID: Algol Test/Debug  
DEV AID: Cobol 74 Test/Debug  
DRIVER: SCSI 2 Cart Tape  
DEV AID: CCE Unix NW Base  
DEV AID: CCE Unix NW Add  
DEV AID: CCE Unix Src BAS  
DEV AID: CCE Unix Sockets  
DEV AID: Cooperative Development Unix  
DEV AID: CANDE  
Query SW: DMSII Inquiry  
Query SW: DMSII ERGO  
DATAMGT: DMSII Analyzer  
DATAMGT: DMSII Monitor  
DATAMGT: DMSII DM Interpreter  
DATAMGT: DMSII Certification

DATAMGT: DMSII Interpro OCM  
DATAMGT: DMSII Remote DB Backup  
DATAENTRY: Odesy  
RPT SW: Reporter III  
RPT SW: Online reporter III  
TRANSMGT: Gemcos Total  
LAN SW: HLCN 1-Unlimited use  
    Netware client V3  
    HLCN Unlimited USRKEY  
    Local Port subsys  
2 - CP2000 Operating System  
SEC SW: Infoguard ACC  
LINC: Linc View  
LINC:Development  
LINC: Lite - First User  
LINC: Lite - Second User  
LINC: Lite - Third User  
LINC: Developer's Kit  
CMPLR: COBOL ANSI 74  
CMPLR: Fortran Level H  
CMPLR: Fortran ANSI 77  
CMPLR: RPGII  
CMPLR: COBOL ANSI 85  
CMPLR: COBOL 68  
UTIL SW: Editor  
LANSW: Netware - 64 User  
    24 - Unisys CSS DSU Install  
    2 - Unisys CSS BLN Install  
    7 - Unisys CSS AN Install

A11-222 Mainframe (Object code only)

O/S: SSF System Software Facility  
O/S: System S/W Core Med  
O/S: Protocols Core Media  
SYS MGT: Logger  
SYS MGT: SPO Host Agent Components  
SYS MGT: System Assistant  
SYS MGT: Billing Support  
COM SW: Host Services  
COM SW: Data Communication  
COM SW: NDL II Analyzer  
COM SW: Remote Print System  
COM SW: TCPIP Applications  
COM SW: Data Transfer  
COM SW: TCPIP Unrestricted  
COM SW: SNMP Agent  
COM SW: Coms Total  
COM SW: Interactive DC Config (IDC)  
COM SW: A Series BNA V2  
    Network Administrator  
    CPDLP Operating System  
    Network Services II  
Driver: SCSI-2 Disk  
Driver: SCSI-1  
Query SW: DMSII Inquiry  
Query SW: DMSII ERGO  
DATAMGT: DMSII Analyzer  
DATAMGT: DMSII Monitor  
DATAMGT: DMSII DM Interpreter  
DATAMGT: DMSII Certification  
DATAMGT: DMSII Interpro OCM  
TRANSMGT: Gemcos Total  
SEC SW: Infoguard ACC  
DEV AID: Format Support Library  
DEV AID: Screen Design Facility  
RPT SW: Online reporter III  
RPT SW: Reporter III  
CMPLR: Cobol 68  
CMPLR: COBOL74

**U-6000 Single Point of Operations Software**

SPO Software configured to manage 3 A-Series and 2 U-6000 Computers  
Unix Operating System



1494  
4-4-95

JOHN ENGLER, Governor

DEPARTMENT OF MANAGEMENT & BUDGET

P.O. BOX 30026, LANSING, MICHIGAN 48909

~~PATRICIA A. WOODWORTH, Director~~

Mark A. Murray, Acting Director

ADDENDUM # 1

DATED: 3/29/95

to

INVITATION TO BID (ITB) # 07115001494

Bid Project Title: Unisys Data Center Consolidation

Original Issue Date: 3/17/95

Original Due Date: 4/4/95

Revised Due Date:  YES  NO New Date: Time:

Sealed Bid:  YES  NO

Buyer: Michael A. Tanner

Telephone Number: 517-373-7309

Changes: The attached Questions and Answers are provided to clarify and/or modify this Invitation to Bid.

Attachments 1:  YES  NO Number of Pages: 5

Attachments 2:  YES  NO Number of Pages: Diskette

Attachments 3:  YES  NO Number of Pages:

**Management & Budget**  
**ITB 071I5001494**  
**Data Center Consolidation**

1. How many copies of the bid response are to be supplied?

**4 copies of the bid should be submitted.**

2. As stated in the RFQ, "this consolidation is a very complex undertaking that must proceed flawlessly". Given that statement and the desire to maintain the project schedule, was it the State's intention to require bidders who offer used equipment to include the equipment serial number(s), as well as proof of ownership as of the RFQ due date in their bid response, so that the State can verify availability on the required installation date?

Yes.

3. Page 8 Item A says that the Central Equipment Complex must have the capability to directly connect into an FDDI ring using Channel Adapter Technology. However, the configuration specifications that follow make no mention of the need for the FDDI Channel adapters themselves on either of the Production configurations, nor on the Development configuration. Likewise, there is no mention of ICP channel adapters. Should the adapters be configured and, if so, how many are desired?

**The FDDI capability is included to address future processing requirements. Include 2 FDDI Channel Adapters for each computer and do not include any ICP channel adapters at this time.**

4. On page 10, the table providing a summary of the disk requirements of the MIPC appears to be inaccurate according to Unisys records and the published relocation list provided in Part 5 (Relocated Equipment) of the Cost Model. We have developed an adjusted table based upon our research.

Component	Currently Installed	To be Purchased	Total
36U Disk Rack	7	16	23
PDU's for Racks	9	16	25
Rack Status Bus Cards	29	131	160
Disk Racks	41	119	160
SCSI Sub Address Controllers	0	80	80
SCSI Channel Extenders	0	160	160
Redundant Power Supplies	37	123	160
1.5 GB Spindles	111	405	516
805MB Spindles	86		86

The figures that differ between the RFQ table and those based upon our analysis are in bold typeface in the table presented here. The net effect of the suggested changes is a reduction of 22 Rack Status Bus Cards and an increase of 4 Redundant Power Supplies to be purchased. Please provide guidance as to which figures should be used for our bid submission.

Please substitute the above disk chart to meet the requirements.

- The hardware specifications make no mention of the need for miscellaneous LAN connectors, terminators and cables that may be needed at the existing data centers to reestablish their CPLANs after the existing mainframe systems are removed. Is this a charge that will be determined as the equipment is removed?

Yes. The BNA network is still being analyzed the specific requirements for the connectors, terminators and cables will be identified after their analysis is complete.

6. The RFQ appears to be silent on the issue of needed disk and related DLPs for the A11-222 system. Should we configure a projected disk requirement to fulfill the needs of the Department of Commerce? If so, should this configuration pricing be entered in the Information Only Section of the Cost Model since this section does not impact the low bid determination?

There are currently some M9710 disks installed at Treasury (purchased in 1991). This disk was inadvertently included on the salvage list. We intend to use this disk on the A-11. Configure the disk for the A-11 using this disk, remove it from the salvage list and include it on the information only.

7. Page 12, Section E. Hardware Maintenance and Relocation states that Unisys is to provide a minimum of one on-site customer service representative to maintain the systems. Is this representative to be located at the Production Site only or is it the desire of the State to have one on-site representative at both sites? If only the Production location is desired, is it permissible to have this individual service the Development Site as well as the Production Site providing that the 2 hour response is maintained?

It is permissible to have the same Customer Service Representative cover both sites as long as only 1 on-site charge is included.

8. Based upon the statement on Page 13, it is our assumption that all unit costs for new equipment are to include freight charges. Is our assumption correct? Is it permissible to break out and present freight separately from the actual unit purchase price in all cost models? If so, should it be an extended charge by style or a lump sum entered as part of the Installation and Certification costs contained in Part 1 cost sheets?

It is permissible to break out and present freight separately from the actual unit purchase price in all cost models and it should be entered as a lump sum as part of installation and certification in part 1 of the cost sheets.

9. Item 9 on Page 16 refers to an Information Only Charges cost model. The format of this cost model sheet was apparently omitted from this RFQ. Are bidders to develop the best format to fit the items included as long as the format is consistent with other sections of the Cost Model?

Yes, bidders may develop the best format to fit the items and it must be consistent with the other sections of the cost model.

10. The software lists for the production and development systems call for BNA Over IP (BIP) software to be configured. This software is currently scheduled for release in the mid-April time frame. Therefore it is not possible to configure the software as part of this bid response. We will be pleased to provide a quote for this software as soon as it is released and pricing is available. Is this satisfactory?

The use of BNA over IP (BIP) is still being evaluated by the Network committee. The cost was requested in anticipation of the decision from this committee. If we determine to use it the price may be submitted at that time.

11. The last three items in the software list for the Development Server on Page 4 of Appendix A do not appear to be A Series Software products. Please provide a clarification of what these items are if they are to be included in the bid.

These items were included by mistake. Please ignore them.

12. Parts 1, 2 and 3 of the Cost Model contain columns labeled either *Monthly Maintenance Fee* or *1 Month Premium Comprehensive Surety*. Are the figures placed in these columns to be unit costs or extended costs? We assume that the figures to be entered in the Maintenance column are to be the first month charge for all items. Is this a correct assumption? We also assume the figures to be used in the 5 Year costs summary sections at the bottom of these sheets are to be extended costs. Is this assumption also correct?

The figures in the Monthly Maintenance Fee or 1 Month Premium Comprehensive Surety are to be the first month charge for all items. The summary sections at the bottom of these sheets is extended costs.

13. Part 3 of the Cost Model does not appear to provide a location to record software needed for the SPO system. Should this UNIX software be recorded on a separate sheet labeled SPO Computer Software with the same format as the remaining sections of Part 3?

Yes, it is acceptable to provide the SPO software on a separate sheet.

14. In Part 5 of the Cost Model, are the columns labeled *1 Month Premium Comprehensive* unit or extended charges?

The monthly charge for the total quantity per line item.

15. In Part 5 of the Cost Model where the 5 Year Costs are calculated, is the SPO software to be included in the row labeled *SPO Hardware*?

No, please add a row titled "SPO Software".

16. Will the State provide the relocation and salvage equipment lists on electronic media?

Yes, it is included with these answers.

17. In Part 6 of the Cost Model, is it permissible for a vendor to either enter a single value for all equipment in the Salvage list or enter an amount summarized by Agency rather than entering a value summarized by Style Number?

No, at a minimum bidders must quote offer summarized by style number. Please submit quotation on both hardcopy and electronic media provided in Excel 5.0 format.

18. Upon review of Part 6 of the Cost Model, we have found some software currently licensed by the Department of Civil Service. Please inform all potential bidders that ownership of all software is to remain with Unisys and that licenses are not transferable.

Software that was inadvertently included on the list of salvage equipment should be ignored. The State understands that this software was licensed to the Agency and is not transferable

19. Based upon our analysis of the Cost Model, it appears that some cost categories appear twice in the Cost Model Summary (Unisys Only) section. These items appear in Part 1 (production and development systems), Part 2 (Disk, Tape, and SPO), and then again in Part 5 where the costs for the Production and Development systems with disk and tape augmentation appears.

Relating to the Cost Model Summary (Unisys Only), once again, it appears that some items have been inadvertently omitted from this cost sheet. Specifically, costs related to the All software acquisition and support, All hardware maintenance and SPO software are not called for on the sheet.

We have developed a revised Cost Model Summary (Unisys Only) that appears to provide all information desired by the State. This suggested summary sheet is included as the last page of this submission. Is this format acceptable to the State?

Your assessment of the corrections to the summary sheet are accurate. Yes this is an acceptable format.

**ADDITIONAL TERMS AND CONDITIONS**

*Rider A*

*MA*  
*BJ*

The Unisys proposal is based on the terms and conditions of ~~DMB285~~ and the Unisys Consolidated Agreement State and Local Government (Form 4305 6407-001 (1/94)) along with any mutually agreed upon terms and conditions between the parties. In the event of conflict between the State's terms and conditions in ~~DMB285~~, and the Unisys terms and conditions, the State's terms and conditions will govern. *Rider A*

**SOFTWARE LICENSES FOR MIGRATION PERIOD**

Upon award to Unisys of a contract for the Central Equipment Complex (A18 Systems), Unisys will loan each of the 9 state agencies ("the agency") that is being consolidated into the Central Equipment Complex under this RFQ, the below-listed monthly licenses for the specific A Series System owned by the State agency, along with software support under the associated Department's existing level of Unisys software support at no charge, if such agency does not currently license the software from Unisys, or if the existing ETP software license expires during the migration period.

The migration period is the period of time commencing from the date of award of the Central Equipment Complex (A18 Systems) to Unisys and ending upon completion of the migration for a specific agency to the A18 System or 12 months from date of award, whichever occurs first. After the migration period or twelve (12) months from the date of award, the State will be charged at the then current monthly rates for the listed software

Existing paid-up licenses for the software listed below which do not expire during the migration period will continue until completion of the migration period. Any software credits remaining after migration will be applied under the terms and conditions of the Unisys proposal herein.

Following is a list of the monthly software licenses which will be loaned, if applicable, to the nine (9) agencies during the migration period:

<u>Style Numbers</u>	<u>Description</u>
1 Axx-CSM	Site Management Facility II
2 Axx-RMP	Remote Print System
3 Axx-HSV	BNA Host Services
4. Axx-CSS	BNA V2 Software Includes the following: <ul style="list-style-type: none"><li>• A99-NAU Network Administration Utility</li><li>• A99-CPD CPDLP Operating System</li><li>• A99-CPC CP2000 Configurator</li><li>• Axx-NSS Network Services</li></ul>
5 Axx-TAS	TCP/IP Application
6 APL99-TIC	TCP/IP Interprocess Communication
7 Axx-OCA	System Assistant



# Consolidated Agreement

## State and Local Government

Customer Name and Mailing Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Customer 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

Customer

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Printed/typed name)

\_\_\_\_\_  
(Printed/typed name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Unisys Corporation ("Unisys") will sell and license Products and services and Customer 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 Customer, 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 Customer and Customer 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
A	Equipment Sale
B	SURETY Support Services
C	Software Licenses
D	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 Customer 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 Customer. All education lecture courses must be ordered on a Customer Education Enrollment Application.

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

from Customer 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 Customer 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, Customer will pay Unisys for transportation charges actually incurred. Customer will also pay for all cables and site-specific installation materials required to install the equipment at Customer's site.

4.2 Unisys will provide Customer 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, Customer will prepare the installation site and will continue to maintain the installation site in accordance with such specifications.

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

4.4 Customer may arrange for installation by Unisys of Customer-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 Customer's special site requirements, Customer 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, monthly, 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 Customer's request, e.g. travel expenses, premium and minimum charges.

## 6. Taxes

6.1 Customer 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 Customer.

## 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 Customer that an increase in charges will apply to its order, Customer 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 Customer, unless otherwise noted on Schedule B.

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 Customer. 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 Customer and, for that purpose, this Agreement is a security agreement. By signing this Agreement, Customer authorizes Unisys or its agent to sign on behalf of Customer 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. Customer's Operational Responsibilities

9.1 Customer acknowledges it has independently determined that the Products and services ordered under this Agreement meet its requirements.

9.2 Customer 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 Customer's intended use of the Products.

9.3 Customer 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 Customer will maintain back-up data necessary to replace critical Customer data in the event of loss or damage to such data from any cause.

If Unisys is providing SURETY Support Services, Customer will 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 Customer's security rules, (d) follow Unisys procedures for 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 Customer. Customer, not Unisys, will be responsible for determining objectives and obtaining the desired results.

## 10. Protection of Proprietary Information

10.1 Customer will keep in confidence and protect Proprietary Information from disclosure to third parties and restrict its use as provided in this Agreement. Customer 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 Customer's authorized use. Each copy, including its storage media, will be marked by Customer with all notices which appear on the original.

10.2 Upon termination or cancellation of any license granted under this Agreement, Customer 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 cancelled and any other related Proprietary Information in Customer'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 Customer) in connection with Information Services provided to Customer will be the exclusive property of Unisys. Unisys grants to Customer a non-exclusive, royalty-free license to use any of the foregoing in accordance with the terms of this Agreement.

10.4 Customer acknowledges that all support materials, including without limitation, diagnostic software, are the property of and include Proprietary Information of Unisys. Customer assures that such materials will be used only by Unisys maintenance personnel, and that Unisys has the right to remove such materials from Customer's facility at any time. This provision applies even though such materials may be listed in the Unisys price lists, catalogs, invoices or contracts.

10.5 Customer 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 Customer 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 Customer's internal data processing requirements on the Unisys SPU in the United States on which Software is initially installed.

Customer's use of Software will also be governed by any additional conditions which Unisys may provide on or prior to delivery of Software. Customer agrees that Unisys may periodically inspect the computer site in order to audit Software supplied by Unisys installed at Customer's site at mutually agreed upon times. In the event that a separate license agreement accompanies non Unisys commodity Software, then the separate license agreement terms will supersede the above license grant for that Software.

11.2 Customer may develop application programs, may modify any Unisys application Software and may combine such 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.

11.3 Customer will not decompile or disassemble any Software provided under this Agreement or modify Software which bears a copyright notice of any third party. Customer will make and maintain no more than one archival copy (for backup purposes) of each item of Software, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original.

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 Customer to use any Unisys proprietary operating system Software to assess, test or develop any hardware products or software programs that will be marketed by Customer or others for compensation. This license restriction does not apply to MS/DOS, UNIX and CTOS/BTOS operating systems or the development of application programs. Application programs mean programs for performing specific automatic data processing tasks such as payroll, inventory control, information retrieval, or repetitive arithmetic operations, but excludes programs such as environmental programs, handlers, operating systems, and data base management programs.

11.6 If Customer 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 Customer shall request prior permission in writing from Unisys. Unisys will then advise Customer whether, and under what terms and conditions, Unisys will license the Software as requested. All restrictions applicable to Customer will also apply to any permitted service bureau or third party users.

11.7 This Agreement does not transfer to Customer 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.

## 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 CUSTOMER.

### 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 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 Customer which Unisys determines was defective due to faulty material or workmanship. Customer 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 Customer for a charge.

(c) Unisys makes no representation or warranty as to non Unisys equipment provided to Customer, all of which is sold or licensed to Customer "AS IS". Customer 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, 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 Customer 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 Customer's requirements or that the Software will operate in combinations selected for use by Customer.

(c) All other Software delivered is not warranted by Unisys and is licensed "AS IS". In the case of non Unisys Software, Customer 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 Plan 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 Customer expense, of equipment which (a) has not been maintained continuously by Unisys from the date of purchase by Customer or (b) 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) SURETY Support Services do not cover the parts and service required to repair damage attributable to (i) alterations, out-of-specification supplies, or defects in design, material or workmanship of non Unisys products and services, (ii) accidents, misuse, negligence or failure of Customer 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 Customer to comply with Unisys environmental specifications.

#### 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 Customers.

### 13. Alterations and Attachments

13.1 If Unisys is providing SURETY Support Services, Customer 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 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, Customer 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 Customer'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 Customer's notice pursuant to Section 18.5 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 Customer by any person, except as provided in

Section 15, or (c) loss of or damage to Customer data from any cause.

14.3 The entire liability of Unisys and Customer'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 Customer to third parties having products or services which may be of interest to Customer for use in conjunction with the Products. Notwithstanding any Unisys recommendation, referral or introduction, Customer will independently investigate and test third-party products and services and will have sole responsibility for determining suitability for use of third-party products and services. Unisys has no liability with respect to claims relating to or arising from use of third-party products and services.

### 15. Patent, Copyright and Trade Secret Indemnification

15.1 Unisys, at its own expense, will defend and indemnify Customer 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 Customer (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 elect to (a) obtain the right of continued use of such Product for Customer or (b) replace or modify such Product to avoid such claim. If neither alternative is available on commercially reasonable terms, then, in the case of equipment, at the request of Unisys, Customer will discontinue use and return such equipment and Unisys will grant a credit for the price paid to Unisys, less a reasonable offset for use and obsolescence; in the case of Software, the applicable license will be terminated and no further charges will accrue.

15.3 Unisys will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by a parent, subsidiary or affiliate of Customer, (b) results from Customer's design or alteration of any Product, or (c) results from use of any Product in combination with any non Unisys products.

15.4 This Section 15 states the entire liability of Unisys and Customer'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 the levels of support available to 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 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 Customer's discontinuance

Software automatically terminate upon Customer's discontinuance of use of the SPU on which the Software was licensed, at which time Customer 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, Customer fails to (i) make any payment identified as delinquent (including payment of charges for Services) within ten days or (ii) 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, Customer 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 Customer's funds for data processing does not allocate such funds beyond the then-current fiscal period, Customer may terminate all or any portion of this Agreement. Customer will be liable for any accumulated payments due prior to the effective date of the new fiscal year. Customer 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 In-

## 17. Notices

17.1 All notices required by this Agreement to be given to Customer will be sent to its address on the cover page of this Agreement.

17.2 All notices required by Sections 15 and 18.5 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: Group Vice President

17.3 All other notices to Unisys will be sent to the Unisys office which has been servicing Customer.

## 18. Arbitration

18.1 Subject to Sections 18.2 through 18.5 hereafter, any controversy or claim arising out of or relating to this Agreement or the breach thereof will be settled by arbitration before three arbitrators in accordance with the Rules of the American Arbitration Association ("AAA") then in effect, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. Any such arbitration will be conducted in the city nearest Customer's main U.S. office having an AAA regional office. The arbitrators will be selected from a panel of persons having experience with and knowledge of electronic computers and the computer business, and at least one of the arbitrators selected will be an attorney.

18.2 The arbitrators will have no authority to award punitive damages nor any other damages not measured by the prevailing

party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

18.3 Either party, before or during any arbitration, may apply to court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of the arbitration proceedings. Arbitration will not be required for actions for recovery of specific property, such as actions for replevin.

18.4 Neither party nor the arbitrators may disclose the existence or results of any arbitration hereunder without the prior written consent of both parties.

18.5 Prior to initiation of arbitration or any other form of legal or equitable proceeding, the aggrieved party will give the other party written notice in accordance with Section 17 describing the claim and amount as to which it intends to initiate action.

## 19. Other Provisions

19.1 All risk of loss or damage to Products will pass to Customer upon delivery to Customer'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 LAWS OF THE STATE OR COMMONWEALTH IN WHICH CUSTOMER 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 Customer, including any preprinted terms on any Customer purchase orders.

19.6 Unisys may assign this Agreement or its interest in any equipment, or assign the right to receive payments, without Customer's consent. Any such assignment, however, will not change the obligations of Unisys to Customer. Customer 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 No arbitration proceeding or legal action, regardless of its form, related to or arising out of this Agreement, may be brought by either party more than two years after the cause of action first accrued.

19.9 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.





# Schedule B - Definitions and Service Descriptions

## A. Definitions

**Principal Period of Maintenance ("PPM")** means 8:00 am to 5:00 pm, Customer's local time, Monday through Friday, excluding Unisys designated holidays.

**Off Hours** means all hours other than the PPM.

**Customer Operational Hours ("COH")** means all times when Customer 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 Customer as not in working order.

**Exchange Unit** means new, repaired, or previously used equipment in working order that Unisys conveys to Customer as a replacement for a Failed Unit. The Failed Unit shall become the property of Unisys upon Customer's receipt of the Exchange Unit or, if later, upon receipt of the Failed Unit by Unisys. Customer 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.

## 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 cancelled according to the terms of this Agreement. The specific services for each Service Level and Plan are identified on the next page.

**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 consists of expediting response to network down and system emergencies.

**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. Customer 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.

**4. Equipment Maintenance Parts** are parts required for repairs made by Unisys personnel.

**5. Advance Exchange Service** allows Customer 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 Customer using a next day delivery service. Customer will install the Exchange Unit and, at its expense and risk, ship the Failed Unit to Unisys within 14 days after Customer's receipt of the Exchange Unit. Customer may select the Client Exchange Option (E5) instead of this Advance Exchange Service. The Client Exchange Option allows Customer, 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 Customer an Exchange Unit.

**Software Maintenance Releases** include error corrections and maintenance releases that have been developed or provided by Unisys for Software. These releases shall be licensed only for use on the designated computer system(s) under the applicable license agreement. Customer will install all error corrections and maintenance releases.

**7. Electronic Self Services** provides Customer with 1-800 telephone access by a dial-up workstation to place Customer Assistance Requests (CARs) and to get information on Unisys Products and services.

**8. Network Planning Guide** provides information on network components, prominent communication models and protocols, network design and equipment selection criteria as well as materials and instructions which enable customer to profile network requirements.

**9. Equipment On-Call Remedial Maintenance** includes on-site repair or exchange of equipment, at Unisys option, if a problem remains unresolved after Customer has utilized Support Center Services as prescribed. The Client Inventory Option (E2) is available under this Service and it provides on-site exchange of the Failed Unit with a replacement provided by Customer.

**10. Electronic On-Site Services** allows the Support Centers to receive data and perform remote failure analysis. Customer shall supply the equipment, software, and communication facilities to use the electronic support service capabilities of the Products as outlined in the Product support plan.

**11. Equipment Preventive Maintenance**, including the installation of field changes deemed appropriate by Unisys, will be performed at Customer's location according to the manufacturer's recommendations at a mutually acceptable time during the applicable hours of coverage.

**12. Equipment On-Call Remedial Maintenance Guaranteed Response** means that a customer services representative will arrive at Customer's site within the time specified below. Response time is measured from the time Unisys receives a service request from Customer until a Unisys Customer Service Representative arrives at Customer's site. The response times below are based on the distance from the center of the applicable Unisys concentration city to Customer's site. In the event of a change in location of the equipment site or the Unisys concentration city, the response time will be deemed amended accordingly.

<u>Miles to the Nearest Concentration City</u>	<u>PPM Response Time</u>	<u>Off Hours Response Time</u>
0-60	2 hours	3 hours
Over 60	No guarantee	No guarantee

**13. Support Center Guaranteed Response** (available only during the PPM) provides that a Unisys customer support analyst will take Customer's call promptly or respond to Customer within 30 minutes after the receipt of Customer's request at the Support Center designated by Unisys. A response includes direct voice contact, a returned phone call, or an electronic message according to the Service selected by Customer.

**14. Systems Operations Review** provides that Unisys will meet with Customer's personnel once annually, at a mutually acceptable location and time, to conduct computer systems operation reviews with respect to the Products. Customer is responsible for scheduling the meeting.

**15. Software On-Call Support** includes on-site service if a Software problem remains unresolved after Customer has utilized Support Center Services as prescribed.

**16. Installation of Customer Set Up (CSU) Equipment** is provided at a mutually acceptable time during the initial system installation. This service does not apply to equipment added to the system at a later date. Unisys will install non Unisys CSU equipment upon Customer request, provided the required materials are given to Unisys by the Customer at no cost to Unisys.

**17. Multivendor Services Planning** provides that Unisys will meet with Customer's personnel once annually to review Unisys ability to provide Customer with Multivendor Services.

## C. Descriptions of Service Access

**Standard Access** to the Support Center Services provides the Customer with unlimited use of Electronic Self Services and a number of voice contacts per annum allocated by Unisys. Voice contacts in excess of the annual allocation are chargeable on a per call basis at Unisys then-current rates.

**Premium Access** to the Support Center Services provides the Customer with unlimited use of Electronic Self Services and an unlimited number of voice contacts with the Unisys Support Centers.

## Schedule B - Unisys SURETY 2000 Service Levels and Plans

The Service Plans apply to Products, including interconnected peripherals/attachments. The Service Levels are cumulative (e.g. the services defined under Performance are in addition to those defined under Partner). The hours of coverage for Partner and Performance Service Levels are during the PPM. The hours of coverage for the Comprehensive Service Level are during the COH, unless designated PPM only. Not all Services and Service Levels are available on all Products. Individual Unisys SURETY Support Services contained in a higher Service Level than contracted are provided at Customer request, as available, at then-current Unisys conditions and charges.

Service Levels		Service Plan				
		(U) Unisys	(N) Networks	(M) Multivendor		
COMPREHENSIVE	PERFORMANCE	PARTNER	1. Support Center Services	X	X	X <sup>1</sup>
			2. User Communication Services	X	X	X <sup>1</sup>
			3. Essential Engineering Changes	X	X	X
			4. Equipment Maintenance Parts	X	X	X
			5. Advance Exchange Service <sup>1</sup>	X	X	X
			6. Software Maintenance Releases <sup>1</sup>	X	X <sup>3</sup>	X <sup>3</sup>
			7. Electronic Self Services	X	X <sup>1</sup>	X <sup>1</sup>
			8. Network Planning Guide	X	X	X
COMPREHENSIVE	PERFORMANCE	PARTNER	9. Equipment On-Call Remedial Maintenance	X	X	X
			10. Electronic On-Site Services <sup>1</sup>	X	—	—
			11. Equipment Preventive Maintenance <sup>1</sup>	X	—	X
			12. Equipment On-Call Remedial Maintenance Guaranteed Response <sup>1</sup>	X	X <sup>2</sup>	X
			13. Support Center Guaranteed Response (PPM only)	X	X	X <sup>1</sup>
			14. Systems Operations Review	X <sup>1</sup>	X	X <sup>1</sup>
			15. Software On-Call Support	X	X	—
			16. Installation of Customer Set Up (CSU) Equipment	X	X	X
			17. Multivendor Services Planning	X	X	X

- Legend:
- X Included (Labor and Materials).
  - 1 Selected Products only.
  - 2 Only available in emergency system/network down situations.
  - 3 For non Unisys products, available with Performance and Comprehensive Levels only.



**Periodic Basis**

Item number	Type of service	No. of personnel	Hourly charge	Period: Days/Weeks/Months	Total hours	Total charges
						Grand total \$ _____

**Fixed Charges**

Item number	Type of service	Description	Fixed charge
			Grand total \$ _____

Customer will be invoiced for travel and lodging and premium service charges in addition to those set forth above, as applicable.



**Schedule D - Description of Information Services**

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**Schedule D - Description of Information Services (Cont.)**

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This Addendum will supersede any SURETY Support Service descriptions included in the Agreement identified by the Agreement Number above ("Agreement") and, after the acceptance of this Addendum by Unisys, only the elements, Plans, Levels, and service descriptions of this Addendum will apply to SURETY Support Services, and the Products currently enrolled in these Services, under this Agreement.

## A. Definitions

**Principal Period of Maintenance ("PPM")** means 8:00 am to 5:00 pm, Customer's local time Monday through Friday, excluding Unisys designated holidays.

**Off Hours** means all hours other than the PPM.

**Customer Operational Hours ("COH")** means all times when Customer uses the Products.

**Failed Unit** means a unit of equipment enrolled under SURETY Support Service, which is deemed eligible by Unisys for exchange, that is identified by Customer as not in working order.

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## 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 and Plan 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 consists of expediting response to network down and system emergencies.

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Service Levels		Service Plan			
		(U) Unisys	(N) Networks	(M) Multivendor	
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		2. User Communication Services	X	X	X <sup>1</sup>
		3. Essential Engineering Changes	X	X	X
		4. Equipment Maintenance Parts	X	X	X
		5. Advance Exchange Service <sup>1</sup>	X	X	X
		6. Software Maintenance Releases <sup>1</sup>	X	X <sup>3</sup>	X <sup>3</sup>
		7. Electronic Self Services	X	X <sup>1</sup>	X <sup>1</sup>
		8. Network Planning Guide	X	X	X
COMPREHENSIVE	PERFORMANCE	9. Equipment On-Call Remedial Maintenance	X	X	X
		10. Electronic On-Site Services <sup>1</sup>	X	—	—
		11. Equipment Preventive Maintenance <sup>1</sup>	X	—	X
		12. Equipment On-Call Remedial Maintenance Guaranteed Response <sup>1</sup>	X	X <sup>2</sup>	X
		13. Support Center Guaranteed Response (PPM only)	X	X	X <sup>1</sup>
		14. Systems Operations Review	X <sup>1</sup>	X	X <sup>1</sup>
		15. Software On-Call Support	X	X	—
		16. Installation of Customer Set Up (CSU) Equipment	X	X	X
		17. Multivendor Services Planning	X	X	X

- Legend:
- X Included (Labor and Materials)
  - 1 Selected Products only
  - 2 Only available in emergency system/network down situations.
  - 3 For non Unisys products, available with Performance and Comprehensive Levels only

**No-Additional-Charge-Maintenance Period**

A one year No-Additional-Charge-Maintenance period ("NCM") applies to equipment designated as 2 or 4 in the NCM column. During the NCM, any Monthly Unit Charge indicated shall not apply; however, any charges for optional, additional or upgrade services shall apply. Client Exchange Option service is provided at no charge during the PPM for equipment designated with a 2. Equipment On-Call Remedial Maintenance is provided at no charge during the PPM for equipment designated with a 4.

If Customer orders a SURETY Support Service Level and pays the applicable then-current monthly maintenance rate upgrade charge for equipment designated as having a NCM, Customer will receive all the benefits of the SURETY Support Service Level selected for that equipment during the remaining portion of the NCM. The applicable upgrade charge, if any, will be indicated in the description column.



Customer

Description of Products/Services

This Order consists of the Products and/or services described on the Supplemental Schedules checked below:

Check if applicable	Number of pages	Total dollars	Description
<input type="radio"/>	_____	_____	Supplemental Schedule A - Equipment Sale
<input type="radio"/>	_____	_____	Supplemental Schedule B - SURETY 2000 SURETY Support Services
<input type="radio"/>	_____	_____	Supplemental Schedule C - Software Licenses
<input type="radio"/>	_____	_____	Supplemental Schedule D - Information Services
<input type="radio"/>	_____	_____	_____
<input type="radio"/>	_____	_____	_____
<input type="radio"/>	_____	_____	_____
<input type="radio"/>	_____	_____	_____

This Supplemental Schedule Order is an amendment to the Agreement identified by the Agreement Number above and is governed by the terms and conditions of said Agreement, and will become effective when accepted by Unisys.

Agreed and Accepted

Unisys Corporation

Customer

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Printed/typed name)

\_\_\_\_\_  
(Printed/typed name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)



