

R E P O R T  
of the  
SPACE COMMITTEE  
to the  
LEGISLATIVE COUNCIL

The Space Committee met on Monday, August 29, 1983 to review the preliminary allocation options of the Capitol Space Study with representatives of the Department of General Services and the firm of Hansen Lind Meyer, P.C. The Space Committee recommends that the Department of General Services develop cost estimates for the options that provide for the relocation of the Treasurer and Auditor of State, the construction of underground office space, the removal of the mezzanine floors and the relocation of the cafeteria.

Respectfully submitted,

SENATOR LOWELL L. JUNKINS  
Chairperson, Space Committee

DSB:cf

## EXPLANATION OF CONTRACT

The contract submitted by Sperry in response to Council directions and the proposed contract prepared by the Legislative Service Bureau provides as follows:

A. That the Council will appoint a person to serve as project coordinator during the initial installation of the 1100/71 computer system. Staff would be appointed to perform functions noted in the contract and one new person would have to be hired. Each staff coordinator is responsible for reviewing and acknowledging the temporary acceptance of the programs for which they would normally be responsible. Thus Serge Garrison is responsible for text, Dennis Prouty for fiscal, and Joe O'Hern and Marie Thayer for amending and office automation. This portion of the contract provides for appointment of persons who will serve as the manager, MAPPER coordinator, system operator, and system support analyst. The system operator is the new individual and it is anticipated by the staff that that person will when hired perform a number of functions of the other persons. In the meantime temporary persons would be appointed and the system operator would not be employed until the total system is accepted.

B. The contract provides that Sperry will deliver if the site is prepared prior to October 1, 1983 the computer system and implement the system on or before November 1, 1983. There is an acceleration clause later in the contract which provides for each day of delay after October 1, 1983 the system does not have to be installed. It appears that the site will not be developed until at the earliest November 1, 1983, and thus the system will not be completely installed until December 1, 1983 assuming the site is ready on November 1, 1983.

The contract provides for demonstrating the individually assigned tasks as soon as they are ready to be demonstrated and giving the preliminary acceptance or rejection of them at that time. Thus these demonstrations can start immediately. However, the final test would be the systems test when all equipment is installed and all individual tasks and programs would be required to work together. The successful application of an individual task does not necessarily mean that this task will work when the total system is consolidated.

The contract provides for indicating whether a deficiency is minor or material and allows Sperry thirty days after the systems test to correct minor or material defects.

C. The contract provides reference to the RFP to identify the text functions that will be provided including mainframe amending function, collating function and other functions specified in the RFP, except that additionally the function of being able to 'pull text, calendars, committee schedules, would be subject to an implementation plan.

All specifications of the RFP are listed to be tested at the latest on the systems testing date (December 1, 1983 at the earliest) except the ability to pull material from the mainframe with print code intact, and possibly the bill index system.

D. This provision allows Sperry to substitute terminal equipment for those specified in the configuration if written notice of thirty days is given to the Council and if the terminal equipment operates in substantial conformance with standard specification of the replaced units.

It is anticipated that the UTS-30 terminals may not be available and therefore the UTS-40 terminals will be substituted for them. The UTS-40 terminals are normally more expensive and more intelligent but the contract provides that they would be provided at the same cost as the UTS-30 and the maintenance cost would be the same. We could substitute the UTS-30's within six months of the successful systems test.

E. The contract provides for office automation on the MAPPER system and specifies those functions which will be used initially and those functions which will be delayed for future implementation.

F. The contract specifies the fiscal application that will be developed and contains other conditions that will be included including the interface requirement with the comptroller's data processing system. It specifies that one graphics terminal will be provided at no additional charge until such time as the UTS-30 terminal will be available. Since the UTS-40 terminal does not have graphics capability, it is necessary to provide a terminal with graphics capabilities. When the UTS-30 terminal becomes available the graphics capability will be provided however there will be an

additional charge for the graphics package ranging in price from \$300 to \$500 per terminal.

G. The contract provides that the Council must meet specified obligations including execution of the agreement, site preparation, personnel requirements, data base requirements, etc.

H. There are educational courses, and it is anticipated that a number of persons will be required to take advantage of these educational courses and some persons will take educational courses so that they can serve as back up individuals.

I. The contract provides additional conditions that Sperry must meet by November 1, 1983, which date because of the acceleration clause will be December 1, 1983. Some of these conditions are the conversion of the Iowa Code data base, providing a users' manual, documentation of communication abilities with other computer terminals, and providing actual numbers that Sperry has utilized in development.

J. There is a provision that is quite standard releasing the Council if funds are not appropriated, however there would be no release if the funds would not be available because the purpose is to acquire similar equipment from another vendor.

K. The contract provides for the various charges which would commence upon successful demonstration at the systems test. There are conditions in order to take advantage of certain discounts.

L. The contract provides for reducing the charge for program products by \$1000 per month for sixty months commencing with successful demonstration of the systems test.

M. The contract provides for quantity discount. There are some conditions attached to the quantity discount among them ordering within a definite time period and specifying delivery within a definite time period. In order to take advantage of the quantity discount, it would not be possible to add those original units to the number of units you might order later.

N. The contract provides for the equipment purchase option and provides formulas for computing them.

There are a number of standard provisions included in the contract addendum and in addition the equipment that would be provided in the

programs are listed as well as the charges. It should be noted that the mainframe would be what is known as a C-1 and there would be no Sperrylink package.

Sperry's standard contract provides for cancellation procedures and installation procedures. Other provisions provide for maintenance charges, working and storage space, responsibilities customary in regard to the use of software, systems service, educational services, charges, payments, and other similar provisions. A number of these provisions have been superceded by the addendum to the standard contract.

PROPOSED REVISION OF CONTRACT IN ORDER TO DETERMINE IF THE  
COMPUTER SYSTEM CAN BE USED FOR THE NEXT LEGISLATIVE SESSION

In order to use a new computer system for the next session in the text processing field, it must be operating at a level equal to the existing system no later than December 1, 1983 and ideally not later than November 15, 1983. The proposed contract rules out that possibility, which means we must plan on using the existing system. The only alternative, if we are going to use Sperry, appears to be the following suggested amendments.

Amend B to provide that demonstration of all tasks must be accomplished on or before November 1, 1983, notwithstanding that the site is not completed by October 1, 1983. Each task must be accepted by November 1, 1983 individually and when tested in total so that tasks dependent upon each other can be determined to operate in substantial conformance with the defined Task Processing Acceptance Criteria. The tests shall be conducted using a remote mainframe. Any disagreements in regard to material deficiencies must be resolved by November 15, 1983, and if not resolved the Iowa Legislative Council may terminate the agreement. If all tasks are successfully accomplished, Sperry must agree to provide by use of a remote site the capabilities to run the total system until such time as the systems test is successfully completed according to the terms of the contract.

In addition all other conditions of the RFP and the contract must be met by November 1, 1983 including the conditions listed in part E (Office automation), Part F (Fiscal Requirements), and Part I (Additional Conditions). The state will have to meet the conditions of Part G but they will not be dependent upon site development because a remote site would be used. In Part G the acceleration provision would not apply to remote testing and neither would the date for execution of the contract if it cannot be rewritten by then.

Thus there would be two primary testing dates for programs and equipment: November 1, 1983 as originally agreed to by the Council and 30 days following preparation of the site when the systems test would be performed. Failure to meet the standards at either date allows the Council to terminate at no obligation to the state.

REPORT OF THE STUDIES COMMITTEE

to the

LEGISLATIVE COUNCIL

August 29, 1983

The Studies Committee of the Legislative Council met at 2:10 p.m. in Committee Room 24 of the State House to review requests for interim studies and requests of interim study committees and submits the following report:

1. That the respective leadership appoint one representative and one senator to a select advisory panel on hazardous waste established by the Water, Air and Waste Management Commission.
2. That the request for one additional meeting by the Corrections Oversight Committee be approved.
3. That the request for three additional meetings for public hearings requested by the Retirement Programs Subcommittee not be approved.
4. That HCR 40 requesting a study on the office for planning and programming structure and the request by the auditor of state for a study relating to audits of publicly-funded private entities be referred to the fiscal committee for further referral to the state government visitations committee.
5. That a request by the sentencing subcommittee to bring in and pay expenses of witnesses from Minnesota on determinate sentencing guidelines be approved.
6. That a ways and means subcommittee be authorized one meeting day to review the productivity formula following the conclusion of appeals of the director of revenue's 1983 equalization order. The committee shall consist of five members of each house.

Respectfully submitted,

SENATOR LOWELL L. JUNKINS  
Chairman