

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18614  
 Sponsor(s): Theresa Garza Ruiz  
 Date: September 22, 2014

<b>SUBJECT</b>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Transferring \$75,190 from Special Road &amp; Bridge, Non-Departmental, Contingency Fund to the Information Technology Department to cover acquisitions necessary for the New Sheriff's office that was not in the 2014 adopted budget, and authorizing the purchases of Computer and Phone Related Equipment for the Sheriff's office to Alexander Open Systems of Overland Park, Kansas on existing Jackson County Term &amp; Supply No. 10330, Graybar of Kansas City, Missouri on existing Jackson County Term &amp; Supply No. MA-IS-1340234-1, World Wide Technology of St. Louis, Missouri on existing Jackson County Term &amp; Supply No. C211034001, KC Web, Inc. of Pleasant Hill, Missouri under 1030.5, and SKC Communications of Shawnee Mission Kansas on Kansas Contract No. 05771, an existing government contract.</u></p>																		
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$75,190.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$75,190.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>004-1305-56080 Special Road &amp; Bridge, Information Technology, Other Professional Services</td> <td style="text-align: right;">\$ 4,200.00</td> </tr> <tr> <td>004-1305-56130 Special Road &amp; Bridge, Information Technology, Freight</td> <td style="text-align: right;">\$ 424.00</td> </tr> <tr> <td>004-1305-58173 Special Road &amp; Bridge, Information Technology, Computer Equipment</td> <td style="text-align: right;"><u>\$70,566.00</u></td> </tr> <tr> <td style="text-align: right;"><b>Total</b></td> <td style="text-align: right;"><b>\$75,190.00</b></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:      Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): _____      Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$75,190.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$75,190.00	Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:		004-1305-56080 Special Road & Bridge, Information Technology, Other Professional Services	\$ 4,200.00	004-1305-56130 Special Road & Bridge, Information Technology, Freight	\$ 424.00	004-1305-58173 Special Road & Bridge, Information Technology, Computer Equipment	<u>\$70,566.00</u>	<b>Total</b>	<b>\$75,190.00</b>
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<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date): _____          Prior resolutions and (date): _____</p>																		
<b>CONTACT INFORMATION</b>	<p>RLA drafted by (name, title, &amp; phone): Cassandra Cheek, Senior Buyer, 881-3265</p>																		
<b>REQUEST SUMMARY</b>	<p>The New Sheriff's building requires the purchases of Computer and Phone Related equipment that Information Technology plans to acquire for them using the following vendors other government contracts &amp; 1030.5:</p> <table style="width:100%;"> <tr> <td style="width:50%;"><b>Vendor:</b> Alexander Open Systems; Overland Park, KS</td> <td style="width:30%;"><b>Contract No.:</b> T&amp;S Contract 1330 Resolution 18590</td> <td style="width:20%;"><b>Amount:</b> \$47,892.84</td> </tr> <tr> <td colspan="3"> <ul style="list-style-type: none"> <li>AOS will be providing a Router for Wide area Network Connectivity, switch used internally to connect all the computer equipment, and WIFI access points for Internal Connectivity within the Sheriff's Office.</li> </ul> </td> </tr> <tr> <td><b>Vendor:</b> Graybar; Kansas City, MO</td> <td><b>Contract No.:</b> T&amp;S Contract MA-IS-1340234-1 Resolution 18232</td> <td><b>Amount:</b> \$ 355.00</td> </tr> <tr> <td colspan="3"> <ul style="list-style-type: none"> <li>Graybar will be providing cables necessary to connect all the equipment</li> </ul> </td> </tr> <tr> <td><b>Vendor:</b> World Wide Technology; St Louis, MO</td> <td><b>Contract No.:</b> T&amp;S Contract C211034001 Resolution 18590</td> <td><b>Amount:</b> \$ 2,115.12</td> </tr> <tr> <td colspan="3"> <ul style="list-style-type: none"> <li>World Wide Technology will be providing power poles necessary to connect all the equipment</li> </ul> </td> </tr> </table>	<b>Vendor:</b> Alexander Open Systems; Overland Park, KS	<b>Contract No.:</b> T&S Contract 1330 Resolution 18590	<b>Amount:</b> \$47,892.84	<ul style="list-style-type: none"> <li>AOS will be providing a Router for Wide area Network Connectivity, switch used internally to connect all the computer equipment, and WIFI access points for Internal Connectivity within the Sheriff's Office.</li> </ul>			<b>Vendor:</b> Graybar; Kansas City, MO	<b>Contract No.:</b> T&S Contract MA-IS-1340234-1 Resolution 18232	<b>Amount:</b> \$ 355.00	<ul style="list-style-type: none"> <li>Graybar will be providing cables necessary to connect all the equipment</li> </ul>			<b>Vendor:</b> World Wide Technology; St Louis, MO	<b>Contract No.:</b> T&S Contract C211034001 Resolution 18590	<b>Amount:</b> \$ 2,115.12	<ul style="list-style-type: none"> <li>World Wide Technology will be providing power poles necessary to connect all the equipment</li> </ul>		
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**Vendor:**  
KC Web, Inc., Pleasant Hill, MO

**Contract No.:**  
Purchase under 1030.5

**Amount:**  
\$ 4,995.00

- KC Web, Inc. will be installing Radio Wave Dish for network connectivity between old & new Sheriff's Offices

**Vendor:**  
SKC Communications; Shawnee Mission, KS

**Contract No.:**  
Kansas Contract No. 05771

**Amount:**  
\$19,826.77

- SKC Communications will be providing a VOIP Gateway for internal Phone System for the Sheriff's Office

**Total Spend: \$75,184.73**

Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of Computer and Phone Related equipment per the attached Quotations for the Information Technology Department to Alexander Open Systems of Overland Park, Kansas on existing Jackson County Term & Supply No. 10330, KS, Graybar of Kansas City, Missouri on existing Jackson County Term & Supply No. MA-IS-1340234-1, World Wide Technology of St. Louis, Missouri on existing Jackson County Term & Supply No. C211034001, and SKC Communications of Shawnee Mission Kansas on Kansas Contract No. 05771, an existing government contract.

The Director of Finance and Purchasing recommends the purchase made under this contract due to higher volume discounts offered to larger government entities.

Pursuant to Section 1030.5 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of Computer and Phone Related equipment per the attached Quote for Information Technology Department to KC Web, Inc of Pleasant Hill, MO.

The Director of Finance and Purchasing also request the transfer of \$75,190.00 from Road & Bright Non-Departmental, Contingency Fund to the Information Technology Department's budget as follows:

	<b>FROM:</b>	<b>TO:</b>
004-8005-56830 Special Road & Bridge, Non-Departmental, Contingency Fund	\$75,190.00	
004-1305-56080 Special Road & Bridge, Information Technology, Other Professional Services		\$ 4,200.00
004-1305-56130 Special Road & Bridge, Information Technology, Freight		\$ 424.00
004-1305-58173 Special Road & Bridge, Information Technology, Computer Equipment		\$70,566.00

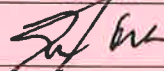
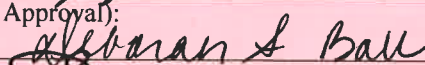

**CLEARANCE**

- Tax Clearance Completed (Purchasing & Department)
- Business License Verified (Purchasing & Department)
- Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)

**ATTACHMENTS**

Quotes from Alexander Open Systems, Graybar, World Wide Technology, & SKC Communications. SKC Statement of Work & The State of Kansas Contract 05771 for SKC

**REVIEW**

Department Director:		Date: 9/17/2014
Finance (Budget Approval): If applicable		Date: 9-17-14
Division Manager:		Date: 9/18/14
County Counselor's Office:		Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

**Fiscal Note:  
Jackson County, Missouri**

Funds sufficient for this transfer are available from the sources indicated below.

Date: September 18, 2014

ORD # 18614

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<b>004 - Special Road and Bridge</b>			
8005 - Contingency	6830 - Contingency	75,190	
1305 - Information Technology	56080 - Other Professional Services		4,200
	56130 - Freight		424
	58173 - Computer Equipment		70,566

**Fiscal Note:**

This expenditure was included in the Annual Budget.

PC# \_\_\_\_\_

Date: September 18, 2014

ORD/RES # \_\_\_\_\_

<u>Department / Division</u>	<u>Character/Description</u>	<u>Not to Exceed</u>
<b>004 - Special Road and Bridge</b>		
1305 - Information Technology	58173 - Computer Equipment	19,827

*Robert S. Ball* 9-18-14  
Budgeting

**Alexander Open Systems, Inc.**

**QUOTATION**

Kansas City

12980 Foster #300  
Overland Park, KS 66213  
Phone: 913-307-2300  
Fax: 913-307-2380

Wichita

Epic Center  
301 N. Main #1850  
Wichita, KS 67202  
Phone: 316-269-1400  
Fax: 316-269-1403

Topeka

900 Kansas Suite# 303  
Topeka, KS 66612  
Phone: 785-228-2727  
Fax: 785-228-9677

Quote No.: Q107241  
Customer ID: JACKS-002  
Date: 7/22/2014  
Sales Rep: TOMMYM  
Designer: MARKS

Please visit [www.aos5.com](http://www.aos5.com) for a complete listing of all service areas

**Res. 18614**

QUOTE TO:	SHIP TO:
ACCOUNTS PAYABLE JACKSON COUNTY 415 E 12TH STREET G-8 KANSAS CITY, MO 64106  Phone: (816) 881-3375 Fax:	Michael E. Lear JACKSON COUNTY 415 E 12TH STREET G-8 KANSAS CITY, MO 64106

**MATERIALS ONLY**

Furnish products and coordinate warranties and service agreements as specified.

KS STATE CONTRACT NO. 10330

PR NO. 014436

\*Agencies may not use credit cards for purchases from this contract.

Cisco Ship Date as of 07/21/2014 is 14-21 days

Thank you for the opportunity to be of service.

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
Sheriff's Building			
1.00	4510R+E Chassis Two WS-X4748-RJ45V+E Sup8-E	13,200.00	13,200.00
1.00	1yr SMARTNET 8X5XNBD 4510R+E Chassis Two	2,164.80	2,164.80
1.00	Catalyst 4500 E-Series Redundant Supervisor 8-E	7,998.00	7,998.00
1.00	Default WS-X45-SUP8-E with WS-X4748-RJ45V+E Bundle	0.00	0.00
1.00	Catalyst 4500 E-Series Supervisor 8-E	0.00	0.00
1.00	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45)	0.00	0.00
1.00	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45)	0.00	0.00
1.00	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45)	3,598.00	3,598.00
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1.00	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45)	3,598.00	3,598.00
1.00	CAT4500e SUP8e Universal Crypto Image	0.00	0.00
1.00	Catalyst 4500 6000W AC dual input Power Supply (Data + PoE)	1,598.00	1,598.00
4.00	NEMA L6-20 to IEC-C19 14ft US	0.00	0.00
1.00	Catalyst 4500 6000W AC dual input Power Supply (Data + PoE)	1,598.00	1,598.00
1.00	Paper IP Base License	0.00	0.00
1.00	Activation Key for Cisco EnergyWise Management 90-day trial	0.00	0.00
			<b>\$40,950.80</b>
1.00	Cisco 2911 w/3 GE 4 EHWIC 2 DSP 1 SM 256MB CF 512MB DRAM IP	1,078.00	1,078.00
1.00	1yr SMARTNET 8X5XNBD Cisco 2911 w/3 GE4	352.00	352.00
1.00	Cisco 2901-2921 IOS UNIVERSAL	0.00	0.00
1.00	Cisco 2911 AC Power Supply	0.00	0.00
1.00	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	0.00	0.00
1.00	Insert Packout - PI-MSE	0.00	0.00
1.00	IP Base License for Cisco 2901-2951	0.00	0.00

**Alexander Open Systems, Inc.**

**Res. 18614**

**QUOTATION**

**Kansas City**

12980 Foster #300  
Overland Park, KS 66213  
Phone: 913-307-2300  
Fax: 913-307-2380

**Wichita**

Epic Center  
301 N. Main #1850  
Wichita, KS 67202  
Phone: 316-269-1400  
Fax: 316-269-1403

**Topeka**

900 Kansas Suite# 303  
Topeka, KS 66612  
Phone: 785-228-2727  
Fax: 785-228-9677

Quote No.: Q107241  
Customer ID: JACKS-002  
Date: 7/22/2014  
Sales Rep: TOMMYM  
Designer: MARKS

Please visit [www.aos5.com](http://www.aos5.com) for a complete listing of all service areas

4.00	Blank faceplate for HWIC slot on Cisco ISR	0.00	0.00
1.00	Cisco Config Pro Express on Router Flash	0.00	0.00
1.00	512MB DRAM for Cisco 2901-2921 ISR (Default)	0.00	0.00
1.00	256MB Compact Flash for Cisco 1900 2900 3900 ISR	0.00	0.00
1.00	Removable faceplate for SM slot on Cisco 290039004400 ISR	0.00	0.00
			<b>\$1,430.00</b>
<b>Merchandise Total</b>			<b>\$42,380.80</b>
<b>Shipping</b>			<b>\$423.81</b>
<b>Document Total</b>			<b>\$42,804.61</b>

Above quoted pricing is valid until 7/25/2014 .

*Quoted pricing does not include sales tax. Sales tax, if applicable, will be charged on final invoice. All taxable items will be charged appropriate tax rates based on end users jurisdiction.*

*If customer is tax exempt, a valid tax exemption permit must be on file with AOS at the time of billing.*

*Total solution financing\* is available. Ask your account manager how you can avoid upfront cost and pay for your solution over time.*

*\*Restrictions apply. Subject to credit approval and documentation.*

Customer signature constitutes agreement with all AOS Terms and Conditions, which may be found at <http://www.aos5.com/terms> in addition to any addendums shown on this quote.

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

# Alexander Open Systems, Inc.

# QUOTATION

### Kansas City

12980 Foster #300  
Overland Park, KS 66213  
Phone: 913-307-2300  
Fax: 913-307-2380

### Wichita

Epic Center  
301 N. Main #1850  
Wichita, KS 67202  
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Fax: 316-269-1403

### Topeka

900 Kansas Suite# 303  
Topeka, KS 66612  
Phone: 785-228-2727  
Fax: 785-228-9677

Quote No: Q108690  
Customer ID: JACKS-002  
Date: 7/21/2014  
Sales Rep: TOMMYM  
Designer: KEVINJ

Please visit [www.aos5.com](http://www.aos5.com) for a complete listing of all service areas

## Res. 18614

QUOTE TO:	SHIP TO:
ACCOUNTS PAYABLE JACKSON COUNTY 415 E 12TH STREET G-8 KANSAS CITY, MO 64106  Phone: (816) 881-3375 Fax:	KEN LARSON JACKSON COUNTY 415 E 12TH STREET G-8 KANSAS CITY, MO 64106

### MATERIALS ONLY

Furnish products and coordinate warranties and service agreements as specified.

KS STATE CONTRACT NO. 10330

PR NO 014436

\* Agencies may not use credit cards for purchases from this contract

Cisco Ship Date(s) as of 7/21/2014 is 14 days.

Thank you for the opportunity to be of service.

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
4.00	802.11n CAP w/CleanAir; 3x4:3SS; Mod; Int Ant; A Reg Domain	646.05	2,584.20
4.00	802.11n AP Low Profile Mounting Bracket (Default)	0.00	0.00
4.00	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	0.00	0.00
4.00	Cisco 2600 Series IOS WIRELESS LAN RECOVERY	0.00	0.00
			<b>\$2,584.20</b>
1.00	Upgrade Options for 2504 WLAN Controller	0.00	0.00
1.00	1 YR SMARTNET 8X5XNBD Upgrade Options for 2504 WLAN Controll	0.00	0.00
4.00	1 AP Adder Licenses for 2504 WLAN Controller	153.40	613.60
4.00	1 YR SMARTNET 8X5XNBD 1 AP Adder Licenses	27.20	108.80
1.00	2504 Wireless Controller DTLS License	0.00	0.00
			<b>\$722.40</b>
1.00	Primary SKU for all upgrade options on the Cisco 5508 WC	0.00	0.00
1.00	1 YR SMARTNET 8X5XNBD Primary SKU	0.00	0.00
1.00	5 AP Adder License for the 5508 Controller	1,472.05	1,472.05
1.00	1 YR SMARTNET 8X5XNBD 5 AP Adder License f	259.20	259.20
			<b>\$1,731.25</b>
	<b>Merchandise Total</b>		<b>\$5,037.85</b>
	<b>Shipping</b>		<b>\$50.38</b>
	<b>Document Total</b>		<b>\$5,088.23</b>

Above quoted pricing is valid until 8/21/2014.

Quoted pricing does not include sales tax. Sales tax, if applicable, will be charged on final invoice. All taxable items will be charged appropriate tax rates based on end users jurisdiction.

If customer is tax exempt, a valid tax exemption permit must be on file with AOS at the time of billing.

Total solution financing\* is available. Ask your account manager how you can avoid upfront cost and pay for your solution over time.

\*Restrictions apply. Subject to credit approval and documentation.

Customer signature constitutes agreement with all AOS Terms and Conditions, which may be found at <http://www.aos5.com/terms> in addition to any addendums shown on this quote.

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_



Res. 18614

1221 EAST 13TH STREET  
KANSAS CITY MO 64106-3116  
Phone: 816-221-1644  
Fax: 816-221-3510

To: JACKSON COUNTY MO  
JACKSON COUNTY COURTHOUSE  
415 E 12TH  
KANSAS CITY MO 64106-2706  
Attn: warren krameir  
Phone: 881-3151  
Fax:  
Email: none@none.com

Date: 08/06/2014

Proj Name:  
GB Inquiry #: 113102302

Contact: RYAN LAMANNO  
Email: ryan.lamanno@graybar.com

### Inquiry

Pricing and Availability are Based on Information at Time of Request

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	100	QUIKTRON INC	576-110-007	7FT CAT6 BTD PATCH CBL BLU	1.60	1	160.00
GB Part #:		25052923	UPC #:				
200	100	QUIKTRON INC	576-110-010	10FT CAT6 BTB PATCH CBL BLU	1.95	1	195.00
GB Part #:		25052928	UPC #:				

Total (Tax not included): 355.00





State of MO-PVC-ST -- C211034001

August 4, 2014 3:20 PM  
Page 1 of 1

Quote Number: 1969080.1

**Prepared By** Blackwelder, Chad A  
World Wide Technology, Inc  
55 Weiden Parkway  
MARYLAND HEIGHTS, MO 63043  
**Phone:** 3142121768  
**Fax:**  
**e-mail:** Chad.Blackwelder@wwt.com  
**P.O.C.:** BLACKWELDER, CHAD A  
**Account Manager:**  
**Acct. Mgr. Phone:**  
**Acct. Mgr. e-mail:**

**Submitted Date:**  
**Contact:** Lear, Michael  
**Agency/Company:** Jackson County, MO  
**Phone:** 816-881-3153  
**Fax:**  
**e-mail:** mlear@jacksongov.org  
**Bid #:** Liebert  
**WWT Quote #:** 1969080.1

Item	Description	Manufacturer	Part Number	Qty	Customer Unit Price	Extended Price	*ATS (Days)
1	21 IEC-C13 + 6 IEC-C19-30A LOCK L6-30P	LIEBERT	MPH-NBV27NOXF30	2	\$468.09	\$936.18	
2	27 NEMA 5-15/20 OUTLETS-20A LOCK L6-20P	LIEBERT	MPH-NBV27AXXC30	3	\$392.98	\$1,178.94	

**Subtotal:** \$2,115.12  
**0% Contract Fee (Minimum \$0.00):** \$0.00  
**Shipping Charges:** \$0.00  
**Grand Total:** \$2,115.12

\* ATS - Available to Ship

To learn more about WWT's Cisco Authorized Training Courses, Rates Promotions, go online to <http://www.wwt.com/cscotraining.html> or call WWT today at (800) 432-7008

Please call 888-234-8898  
Option #1 - Sales/Place Order  
Option #2 - Order Status/Return  
Option #3 - Hardware Maintenance Pricing

Any items that have been opened prior to return could be refused by the vendor/supplier. Items returned after 30 days may not be returnable due to vendor restrictions.

Res. 18614

Res. 18614



# PROPOSAL

Date: September 16, 2014  
Expiration Date: N/A

**KC WEB, INC.**  
P.O. Box 136  
Pleasant Hill MO 64080  
(816) 540-6348

TO: Jackson County IT  
Attn: Michael Leer  
415 E. 12<sup>th</sup> Street, Room G8  
Kansas City, MO 64106

CONTACT: Todd Hanifl

[Click here to enter text.](#)  
[Click here to enter text.](#)

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Todd	Jackson County Sheriff Office Link	KC Web Delivery	None	TBD	50% down; Net 30 upon installation	TBD

DESCRIPTION	QUANTITY	UNIT PRICE
Data Link between: 3310 NE Rennau Drive and 4001 NE Lakewood Way Lee's Summit, MO 64064		
Equipment 750Mb Full Duplex Link; future upgradable to 1Gb	1	3100.00
Installation & Configuration	1	1895.00
Note: Installation subject to availability of equipment up to 8 week lead time for equipment arrival		
<b>Subtotal</b>		<b>4995.00</b>
<b>Sales Tax (Please submit Exempt Letter)</b>		<b>0.00</b>
<b>Total</b>		<b>4995.00</b>

Quote prepared for Michael E. Lear, Assistant Director of IT, Jackson County, Missouri (816) 881-3153

Res. 18614



Prepared For: Jackson Coutny      Contact: Fran Culbertson - NC  
Date: July 24, 2014      Phone: (800) 882-7779 ext. 7267

Material code	QTY	Description	Purchase Price	Extended Price
<b>New Sheriff Office G450 - AUS1854881 - ASD Generated</b>				
185446	1	AVAYA COMMUNICATIONS SOLUTION	\$0.00	\$0.00
185840	1	CM MODEL ADDITIONS	\$0.00	\$0.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$0.00	\$0.00
185446	1	AVAYA COMMUNICATIONS SOLUTION	\$0.00	\$0.00
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA	\$4,856.40	\$4,856.40
207652	1	AVAYA AURATM R5 STD ED G450 LSP LIC	\$3,207.54	\$3,207.54
272731	1	APS NTWK READINESS ASSESSMENT-VENDOR PRV	\$0.00	\$0.00
405362641	1	PWR CORD USA	\$13.33	\$13.33
700463532	1	S8300D SERVER - NON GSA	\$2,086.20	\$2,086.20
700464506	1	USB MODEM USR5637-OEM 56K ROHS 6	\$174.78	\$174.78
700466634	1	MM710B E1/T1 MEDIA MODULE - NON GSA	\$1,738.50	\$1,738.50
700466642	1	MM716 ANLG MEDIA MOD 24FXS - NON GSA	\$1,738.50	\$1,738.50
700476344	1	AVAYA AURATM R5.2.1 NEW SFTW CD	\$57.95	\$57.95
700383326	10	96XX RPLCMNT LINE CORD	\$7.06	\$70.64
700415649	1	DESIG LBL5 1608 IP PHONE QTY50	\$30.70	\$30.70
700415656	1	DESIG LBL5 1616/32B MOD QTY50	\$30.70	\$30.70
232253	1	SA CM MODEL	\$0.00	\$0.00
229794	1	SA ESS TRKG REMOTE SITE CM R5	\$0.00	\$0.00
212365	1	ADDITIONAL PRODUCTS CATALOG MODEL	\$0.00	\$0.00
700458532	10	IP PHONE 1608-I BLK	\$155.67	\$1,556.72
232282	1	SA MODEL	\$0.00	\$0.00
230018	1	SA PARTS NBD CM SM SRV 1YPP	\$25.77	\$25.77
230168	1	SA PARTS NBD CM MED GTWY 1YPP	\$39.04	\$39.04
		INSTALLATION:SOW ATTACHED	\$0.00	\$4,200.00
<b>PROJECT TOTAL:</b>				<b>\$19,826.77</b>

PRICING QUOTED MAY BE CHANGED WITHOUT NOTICE. APPLICABLE TAX AND SHIPPING NOT INCLUDED. ALL OPENED PRODUCT IS NON-RETURNABLE.  
THIS DOCUMENT IS INTENDED FOR INTERNAL USE ONLY. ANY OTHER DISCLOSURE WITHOUT THE EXPRESS WRITTEN CONSENT OF SKC IS PROHIBITED.

**Res. 18614**



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Statement of Work Prepared For:

**Jackson County- Sheriff's Office**

**Opportunity # 14-07-27600**

July 28, 2014

## **About SKC Communications**

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SKC is the nation's leading full-service communications technology integrator, offering Unified Communications solutions which include voice, videoconferencing, telepresence, and audio/visual integration. Our technology solutions enable you to better collaborate, communicate and connect with your key stakeholders - any time and any place. SKC focuses on ensuring you have the right communications technology to achieve your business goals now and in the future.

Founded in 1986, we are committed to providing innovative solutions for our Customers. Our staff of nearly 200 communication technology experts is headquartered in Kansas City, with regional offices in Dallas, Milwaukee, Oklahoma City, and Omaha. Our account executives, engineers and installation technicians are located across the country, ready to provide unparalleled levels of service and support on every project.

## **Introduction**

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This Statement of Work (SOW) is considered to be an agreement between SKC and Jackson County-Sheriff's Office for work specific to this project. Any additional work requested that is not specifically outlined in this SOW will be considered billable time and must be agreed upon by SKC and Jackson County- Sheriff's Office before additional work is completed.

This SOW outlines all of the services and deliverables that SKC will provide to the Customer when implementing the proposed solution at the location(s) identified in this document.

## **Project Scheduling**

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To begin the project implementation process, SKC must receive a signed copy of this Statement of Work (SOW) as well as a Purchase Order (PO) from the customer.

To ensure a successful project, SKC has an estimated 6-8 week lead time for project initiation and is subject to SKC resource availability. Any scheduling requests less than 6-8 weeks will require an expedite charge and be subject to SKC resource availability. For a multiple site implementation or any implementation that requires a network assessment, the installation timelines will increase accordingly.

Installation dates are finalized once this proposal is accepted and financial arrangements are complete. SKC's goal is to ensure our Customers' projects are completed on schedule and within budget.

Any installation for which the installation date changes less than 8 business days before the scheduled installation start date will be subject to SKC monetary recuperation of lost travel expenses. The new installation date will be subject to a mutually agreeable date and time between SKC and the Customer.

All projects, unless notated below and priced accordingly, will be completed in a single phase. Additional costs will be incurred by the customer if a multi-phase turn up is requested. The request for a multiphase project must be made to the SKC Project Manager during the project kick-off call. The responsibility of making this request is solely that of the Customer. Acceptance of this multiphase request will be confirmed by the SKC Project Manager through a Change Request Form document.

The scheduling of multiphase projects will be based on dates that are mutually agreeable to both SKC and the Customer.



## SKC Project Team

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The SKC Project Team will include a Project Manager (PM), a Software Specialist, an Installation Engineer, and can include a Network Engineer if deemed necessary by the SKC PM. The SKC PM serves as a single point of contact, responsible for ensuring successful Implementation. Working closely with the designated Customer liaison, the PM directs the efforts of the entire project team with a clear focus on all aspects of planning, development, deployment, testing, and orientation.

While still being the designated single point of contact for the project, the SKC PM will provide direct contact information for each resource assigned to the project. However, any issues, change requests, or timeline change requests to the project must be communicated directly to the SKC PM in order to be considered a valid request/issue.

## Customer Project Team

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The customer resources involved in the timely completion of the project include the following roles:

**Primary Contact** – Acts as the primary interface and decision-maker with SKC and communicates or assists with communication of all details required for the Project completion. This individual will attend all scheduled meetings pertaining to the Project and has signatory authority to work with SKC through all phases of all the three offerings outlined above. The Primary Contact is responsible for keeping the Secondary Contact informed of all details should the Primary Contact be unavailable.

**Secondary Contact** – Acts as the secondary interface to the SKC Project Team in addition to the Primary Contact, or when the Primary Contact is not available.

**Technical Contact(s)** – Act(s) as the Customer technical resource(s) to provide any needed technical or network related information to enable Project completion. Technical contact(s) should be readily accessible at all times while the SKC Sales Engineer is onsite.

The specific individuals responsible for the Project will need to be identified at the initial Project Review meeting. Failure to identify these key Customer team contacts may cause delays to the project.

## Project Scope

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The Scope of Work for the project includes only those deliverables that appear in this document outlined below in the Project Summary section. If the Customer requires additional services outside of this SOW, SKC and/or its Authorized Reseller will discuss the requirements for such services with the Customer prior to any such task being performed. Any changes and associated fees will be documented and mutually agreed by following the Change Order Requirement process and must be in place before additional work will be completed.

## Project Summary

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Based on the data discovery sessions with SKC and the customer, the following design has been identified to meet key business needs which this project will address. The tasks necessary to implement the agreed upon design are outlined below. Any needs other than those explicitly mentioned below will be considered "Out of Scope." SKC welcomes the opportunity to address additional needs; however changes to the scope could require revisions of the solution design and consequently impact cost and/or delivery timelines of the project.

SKC is being engaged to install a S8300D/G450 LSP at the client's new location with 10 new stations. Pricing is based on all work provided by SKC being completed during regular SKC business hours



(Monday – Thursday). There is zero after hours or weekend support provided by SKC within this Statement of Work.

## Project Pricing Assumptions

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Pricing for this project has made certain assumptions based on the provided design. These assumptions were not accounted for in the pricing or writing of this Statement of Work. If these items are necessary to add to the project, it will be handled through the Change Control process outlined below and priced accordingly. Those assumptions are:

- Customer understands that Faxing/Modem across the WAN is not supported by Avaya. If remote locations have fax/modems devices, SKC strongly recommends local trunks installed at each location. SKC will not be responsible for troubleshooting.
- No station programming is included in this Statement of Work. Any station programming needs as the client moves users will be addressed outside of this statement of work.
- SKC will provide printed labels one (1) time based on approved and finalized data collection form. Any changes requested after approval provided will be considered billable. If approval or finalized data collection form is not provided by the client, SKC will provide blank labels and will be the responsibility of the client to complete.
- As part of the project, the SKC PM will provide a needs document to be completed and returned to SKC by a specific date. Failure to receive this finalized document could result in delay of the project.
- Project was priced for a week night (Mon-Thur) implementation(s). There is zero (0) Friday night or weekend work accounted for in this pricing

## SKC Responsibilities

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As part of this project, SKC will be responsible for providing:

- Single phase project based on mutually agreeable dates and times between SKC and Customer
- Project Management
- Provide IP addressing needs document
- Complete 1 site network assessment to test for VoIP readiness
- Remote equipment staging
  - One (1) G450 media gateway
    - Load IP addresses confirmed by client
    - Load client desired service patches and pack levels
  - One (1) S8300D LSP server
  - One (1) MM716 Analog Module
  - One (1) MM710 DS1 board for TELCO trunking
- Onsite install technician
  - One (1) G450 media gateway
    - Load IP addresses confirmed by client
    - Load client desired service patches and pack levels
  - One (1) S8300D LSP server
  - One (1) MM716 Analog Module
  - One (1) MM710 DS1 board for TELCO trunking
  - Place up to ten (10) IP stations
  - Up to four (4) hours of onsite First Day of Business Support
- Remote Software Specialist
  - Add Gateway to existing CM
  - Add S8300D to existing CM
  - Program up to ten (10) IP stations



- Program up to twenty four (24) analog stations
- Ensure translation download from core system
- Turn up of TELCO circuit
- Complete one (1) successful LSP failover
- Up to four (4) hours of remote First Day of Business Support
- Registrations with Avaya

## Customer Responsibilities

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Customer will provide:

- Site address(es)
- Named resources with contact information
- Access to these individuals at agreed upon times
- VPN access to customer network as needed for entirety of the project
- Attendance and participation in any scheduled planning calls
- Extension of TELCO DMARC to the existing voice system prior to tech arrival onsite
- Provide SKC with PRI provisioning cut sheet from TELCO provider
- Any interactions or order placement with their TELCO providers
- Completion of all requested documents requested by SKC
- Ensure all network connectivity necessary for all sites/systems
- Provide completion signatures for:
  - Network Readiness
  - Finalized Data Collection Tool (DCT)

## Out of Scope Activities

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- Pre install Site Survey
- Troubleshooting/repair/replacement of any equipment being provided by the customer
- Any new programming not specifically required to complete the hardware install
- One-Attendant programming or installation
- Any house or station wiring/terminations
- Any changes to existing dial plan
- Acting as Agency on their behalf with TELCO provider
- Removal/de-installation of any existing equipment
- Integration of new site with any location/equipment except the client core site
- Any work not specifically outlined above

## Standard Service Hours

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Pricing is based on all non-service impacting work to be performed during regular business and system turn up after hours Monday-Thursday. First Day of Business Support (FDOB) will be the first day after the system is turned up and live. Unless otherwise specified in the SOW work performed outside of Standard Service Hours will be subject to additional charges.

## Data Collection Form

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As part of this project, SKC will provide to the customer a data collection form (DCF). This DCF will be the main tool used to gather all necessary information the SKC Software Specialist will use to program the





new system. This DCF must be completed and returned to the SKC no less than three (3) weeks prior to scheduled installation date.

At the time the form is returned, the project will move into a "Programming Freeze" period that will not allow changes until the new system is installed. Any changes to the existing system during that period will need to be tracked by the customer. The customer is then responsible for programming changes made during the Freeze period into the new system once installed.

Any programming request during the Freeze will be considered billable and will only be completed if it can be done and not affect the project timeline. If the request will delay the project schedule, the SKC PM will discuss this with the customer and develop a plan agreeable to both parties.

## Network Assessment

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In order to maintain and follow Avaya best practices, a Network Assessment is required on any installation that requires a remote device to register back to a HUB site across a LAN or WAN. A network assessment of an IT Network environment looks for common, symptomatic network anomalies that would prevent a successful IP telephony deployment. A network assessment of an IT Network environment will provide opportunity to fix these anomalies prior to the project implementation.

In order to move forward with an implementation, SKC must have completed a successful assessment of the customer network no less than seven (7) days prior to the scheduled installation start date. If a successful assessment isn't completed by that time, the install will be **rescheduled** and will be subject to rescheduling charges.

In the event of an unsuccessful network assessment, SKC will hold one (1) consultation call on recommended resolutions. After the customer resolves the identified issue(s), SKC will conduct one (1) more assessment test. If still unsuccessful, SKC will conduct one (1) final consultation call with the customer to go over results. Additional assistance, consultation, and assessment tests beyond this will be subject to additional charges. Those charges must be agreed upon by both SKC and customer before additional consultation will occur and will be handled through a Project Change Request form.

If client feels a network assessment is not needed for this engagement, SKC will required Network Assessment Waiver absolving SKC of future responsibility for troubleshooting or expenses related to network issues.

## Station Placement

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If SKC is tasked with station placement (see above in SKC Responsibilities) as part of the SOW, the customer will be required to provide SKC a detailed floor plan and correspondence to their employees regarding the upcoming station placement. Floor plan must be provided to the SKC Project Manager no less than one (1) week prior to install date. Floor plan details and correspondence must include:

- Cube location
- Extension to be assigned to that cube
- Location of fax machines/analog devices
- Correspondence to staff to clear access to station jacks prior to scheduled time of phone placement
- Notification to staff to vacate cubicle to allow SKC personnel to place phones
- Access to all rooms in which a station is to be placed

The SKC resource will not:

- Move any items from a customer cubicle in order to gain access to phone jack



- Move any furniture or file cabinets to gain access to phone jack

In the case of restricted access by either a locked door or inaccessible data jack, the technician will proceed to the next location and placement/programming of those locations will be the responsibility of the customer at a later time. SKC will not return to those locations for station placement.

Failure to adhere to any of the above will result in a) project being delayed b) a station not getting placed and/or c) additional charges assessed to the customer.

Additional charges will be at the following hourly rates for each hour that phone placement takes place. If additional travel charges are incurred by SKC due to lack of required information, those travel charges will be billable to the customer.

\$100 per hour during weekday, business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.)

\$150 per hour weekdays after 5:00 PM (Monday – Friday, 5:00 p.m. – 8:00 a.m)

\$200 per hour weekend (Friday 5:00 p.m. – Monday 8:00 a.m.)

## **Reused Equipment**

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SKC will not be responsible for the integrity of any customer provided or reused equipment. The SKC resources on the project will provide basic troubleshooting to determine the root cause of any hardware failures. If SKC resources deem the cause of the failure is in direct response to the current project, SKC will provide best effort troubleshooting to resolve the issue or determine the best course of action for resolution.

If the failure is not deemed a direct response to the project, the responsibility for troubleshooting and/or replacement will be that of the customer or customer vendor.

Firmware upgrades of existing/client provided equipment is NOT included in this statement of work.

## **Paging/Music on Hold**

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SKC will not be responsible for installing or troubleshooting an existing or new paging or Music on Hold system(s). SKC can provide the customer the interface to the phone system for these devices; however the customer will be responsible for the actual install and troubleshooting of the system.

## **Customer Wiring Field and Cabling**

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Customer will provide and install MDF or wall field for station wire terminations and consult with the SKC project manager to determine wall field requirements before placing cables, verify/tag/tone/test/document the distribution system according to requirements provided by the SKC project manager. Provide all station, riser, feeder and inter-building wiring to meet specifications provided by SKC.



## Existing Equipment & Circuits

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The Customer will be responsible for ensuring that any non-SKC equipment reused in the new system is in proper working order.

The Customer will be responsible for any telephone number changes required in connection with the cutover.

The customer will order, install and test all network circuits and ensure all circuits are fully extended, terminated and labeled within the switch room. Additionally, the customer will provide SKC with circuit information including signaling, framing and network programming no less than three (3) weeks prior to installation date.

## Change Control

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SKC will respond promptly to Customer's change requests. In the event that the Customer or SKC encounter unforeseen circumstances that will affect the agreed upon completion schedule of the Project or additional expenses considered "Out Of Scope," the SKC Project Manager will document the impact and proposed change to the schedule in a Change Order Form. Change requests to the project will be accepted by SKC only if the work can be completed by the In-Service Date. If there are change requests that cannot be processed by the In-Service date, the changes will be processed as a standalone transaction or part of a future project. Changes will be valid only where agreed in writing by both parties.

## Help Desk and First Day of Business Support (FDOB)

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An SKC customer service engineer will provide up to four (4) basic hours of Help Desk support on the first day of business following an upgrade, unless otherwise noted above. Help Desk support will be available on consecutive business days during Standard Service Hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.). Customer can request additional Help Desk support in four-hour blocks at an additional charge. Under this Agreement, SKC will provide zero (0) hours beyond the basic hours outlined above. Customer will be required to provide one representative to support the Help Desk operation.

## Completion Criteria

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### TESTING & COMPLETION SIGNOFF

The SKC Project Team will verify the successful testing of the system based on the stated criteria agreed upon in this Scope of Work (SOW). Upon completion, SKC will present the customer Project Completion Signoff Form.

The Project Completion Signoff Form is the sole method for certifying the proper function and operation of the tasks outlined in this SOW. Project Completion Signoff will be governed solely by the completion of the Project Closure Signoff Form and not be delayed for the purpose of successful test completion with any secondary systems or non-SKC branded solutions.

The Project will be deemed "signed off as completed" by Customer upon the earlier of (a) signature by Customer of the Project Closure Signoff Form or (b) ten calendar days from the submission of the Project Closure Signoff Form to Customer has passed. If SKC has received no written objections to the submission of the Project Closure Signoff Form within ten (10) days, SKC will consider the project complete.

In the event that Customer does not accept the Project Closure form due to outstanding tasks that were outlined as part of this SOW, (a) Customer and SKC shall agree on the objections and document such objections in the "Exceptions" portion of the Project Closure Signoff Form and (b) Customer shall contingently sign off on the Project Completion Signoff Form but for the resolution of the Exceptions.



Once SKC has remedied the Exceptions, SKC will resubmit the Project Closure Signoff Form for Completion Signoff by Customer through the process stated above.

## Project Pricing Summary

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The pricing listed below is valid until Friday, January 31, 2014.

After this date, pricing may be adjusted to reflect SKC's current pricing.

Project Management	\$1200.00
Implementation	\$3000.00
<b>Total</b>	<b>\$4200.00</b>



## Payment Terms and Billing Schedule

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SKC will bill in stages, and Customer will receive a minimum of three (3) invoices as outlined below:

- **First Invoice** will include the initial 30% of the Purchase Order (PO) amount. This invoice will be sent when SKC receives Customer PO.
- **Second Invoice** will include 50% of the PO amount. This invoice will be sent upon delivery of substantially all of the equipment to Customer's designated site (or, if applicable, upon delivery of the equipment to SKC's warehouse for staging if staging is either requested by Customer or Customer has been advised by SKC that staging is necessary). If the Customer extends the install date past the original install schedule date, Customer will receive the second invoice upon the originally scheduled install date.
- **Third Invoice** will include the remaining 20% of the PO amount as well as all applicable tax and freight charges and any monetary adjustments related to changes to the PO previously approved by SKC and Customer. This invoice will be sent upon substantial completion of the project.

SKC provided monthly-recurring managed services will be invoiced monthly.

SKC's payment terms are net 30 from the receipt of an invoice. Past due amounts may be subject to a late charge of 1 ½% per month.

Customer is solely responsible for paying all required freight charges and taxes (including, but not limited to, property, sales, use, or excise taxes) with respect to the equipment and services, except for any income tax assessed upon SKC. If you are tax exempt, please send exemption certificate(s) to [accounts.rec@skccom.com](mailto:accounts.rec@skccom.com), or fax to (800) 454-4752, attention Accounts Receivable.

## SKC Warranty

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**Products.** All equipment furnished by SKC comes with each manufacturer's standard warranty, licenses and indemnities. In addition, SKC agrees to warrant the equipment to be free from original defects in material and workmanship for a period of ninety (90) days after delivery to the job address. SKC will provide to Customer third party information detailing any license, warranty and indemnity right it receives from any third party provider of such equipment and services and will reasonably cooperate with Customer in enforcing such rights.

**Services.** SKC warrants to Customer that any services performed by SKC will be carried out in a professional and workmanlike manner by qualified personnel in accordance with the specifications set forth in this proposal and/or the PO. If the services have not been so performed, and SKC receives Customer's detailed request to cure a non-conformance within 30 days of the completion of the performance of such services, SKC will promptly re-perform those services.

**Disclaimer.** The remedies set forth above will be Customer's sole and exclusive remedy, and will be in lieu of any other rights or remedies Customer may have against SKC, with respect to the non-conformance of equipment and services. Beyond the warranties set forth above, a SKC SMART Care maintenance agreement may be purchased. EXCEPT AS SET FORTH ABOVE, THE EQUIPMENT AND SERVICES ARE PROVIDED "AS IS," AND SKC MAKES NO EXPRESS REPRESENTATIONS, WARRANTIES OR INDEMNIFICATION WITH REGARD TO ANY EQUIPMENT OR SERVICES OR OTHERWISE RELATED TO THIS AGREEMENT, AND SKC DISCLAIMS ALL WARRANTIES, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, NEITHER SKC NOR CUSTOMER SHALL BE LIABLE FOR (a) ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT, OR CONSEQUENTIAL DAMAGES, (b) ANY LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF



COVER, OR SUBSTITUTE GOODS OR PERFORMANCE, AND (c) TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE PURCHASE PRICE AND FEES PAYABLE BY CUSTOMER FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM.

## Acceptance & Agreement

This contract must be fully executed prior to SKC initializing work, purchasing product and scheduling staff resources. Signature below acknowledges that all parties have reviewed and agree to this Statement of Work (SOW). The effective date is the date on which SKC signs this SOW.

I acknowledge an understanding of the purpose and content of this document. By signing this document and producing financial arrangements, I agree to this as the formal statement to begin work on and commit the necessary resources to the project described within. The effective date is the date on which SKC signs this agreement.

I confirm I am authorized to enter into this agreement between SKC Communication Products, LLC, and Jackson County- Sheriff's Office.

\_\_\_\_\_  
*Customer Signature*

\_\_\_\_\_  
*SKC Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



## AMENDMENT

**Res. 18614**

**Amendment Date:** February 15, 2013

**Amendment Number:** 27  
**SMART Amendment:** 11

**Contract ID:** 05771

**Procurement Officer:** Greg Davis  
**Telephone:** 785-296-2770  
**E-Mail Address:** [greg.davis@da.ks.gov](mailto:greg.davis@da.ks.gov)

**Period of Contract:** August 25, 2003 through December 31, 2014

**Contractor:** AVAYA INC  
**(SMART Vendor ID – 0000014874)**  
10881 Lowell Avenue, Suite 200  
Overland Park, KS 66210  
Local Telephone: 720-977-2247  
Fax: 913-469-7477  
FEIN: 22-3713430

**Contact Person:** **Michael Beatty**  
[mrbeatty@avaya.com](mailto:mrbeatty@avaya.com)

**Conditions:**

1. Contract is extended to December 31, 2014.
2. The pricing discounts from contract 09205 are added to this contract.
3. The Avaya documents have been updated.



# KANSAS

**Res. 18614**

D. KEITH MEYERS, DIRECTOR

KATHLEEN SEBELIUS, GOVERNOR  
HOWARD R. FRICKE, SECRETARY

DEPARTMENT OF ADMINISTRATION  
DIVISION OF PURCHASES

LANDON STATE OFFICE BUILDING, 900 SW JACKSON ST., RM 102N, TOPEKA, KS 66612-1286  
Voice 785-296-2376 Fax 785-296-7240 <http://da.state.ks.us/purch>

## CONTRACT AWARD

Date of Award: August 25, 2003 (Updated October 23, 2012)

Contract Number: 05771

PR Number: 8177

Replaces Contract: 02535, 30304 & 31081

**Procurement Officer:** Greg Davis  
**Telephone:** 785-296-2770  
**E-Mail Address:** [greg.davis@da.ks.gov](mailto:greg.davis@da.ks.gov)

**Item:** Network Equipment, AVAYA – Equipment, Maintenance & Integration  
**Solutions**

Agency: Statewide – Optional

**Period of Contract:** August 25, 2003 through December 31, 2014

Contractor: AVAYA INC  
**(SMART Vendor ID – 0000014874)**  
10881 Lowell Avenue, Suite 200  
Overland Park, KS 66210  
Local Telephone: 720-977-2247  
Fax: 913-469-7477  
FEIN: 22-3713430

**Contact Person:** **Michael Beatty**  
[mrbeatty@avaya.com](mailto:mrbeatty@avaya.com)

Payment Terms: Net 30

Pricing **is** available to the political subdivisions of the State of Kansas.  
Agencies **may** use State of Kansas Business Procurement Card for purchases from this contract.  
Administrative Fees have been incorporated into the unit prices of this contract.



Conditions:

**State Credit Card:** Presently, many State Agencies use a State of Kansas Business Procurement Card (Visa) in lieu of a state warrant to pay for some of it's purchases. No additional charges will be allowed for using the card.

**Political Subdivisions:** Political Subdivisions (City, County, School Districts and etc.) are permitted to utilize contracts administered by the Division of Purchases. Conditions included in this contract shall be the same for political subdivisions. The State has no responsibility for payments owed by political subdivisions. The vendor must deal directly with the political subdivision.

**Quarterly Reports:** The contractor is required to submit a quarterly report to the Division of Purchases detailing all acquisitions made by the State from this contract. This report should include as a minimum the agency name, quantity, description and amount (even if the amount is zero).

**Contract Price:** Statewide contracts are awarded by the Division of Purchases to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the identical item at a lower price, a waiver to "buy off state contract" may be granted by the Division of Purchases.

**Administrative Fee:** Contractor must pay a 1/2% Administrative Fee on all purchases (including political subdivisions) made against this contract. **The fee is included in the cost (price) of the goods or services.** The Administrative Fee is to be based upon the total dollars invoiced under the contract. The Administrative Fee shall be made in check form, payable to the "State of Kansas - Division of Purchases" and must be paid within 30 days following the end of each quarter.

**Conditions of Contract:** The following terms and conditions of award are incorporated by reference and include: State of Kansas DA-45/146a; specifications and conditions of the proposal including any addenda; vendors response including any addenda, appendices and exhibits.

**Order of Preference:** Any conflict to the provisions of this contract and the documents incorporated by reference shall be determined by the following priority order:

- a. State of Kansas Contract Provisions Attachment DA-45/146a;
- b. Written modifications and addenda to the executed contract;
- c. This contract document.;
- d. The above referenced Request for Proposal (RFP) including any addenda;
- e. Contractors response including any addenda, appendices and exhibits.

**Business Partners:**

The following link contains the current Avaya approved business partners:

<http://www.da.ks.gov/purch/adds/05771-BusinessPartners.doc>

**Addendums 1 – 22:**

The contract and Avaya documents have been updated as of October 23, 2012. The previous contract amendments 1 – 22 can be found at the following link:

<http://www.da.ks.gov/purch/adds/05771-AwardAddendums.docx>

**09205 Pricing Information:**

Avaya has acquired Nortel Networks. The following pricing from contract 09205 is being incorporated into this contract for ease of use.

**Schedule of Products & Prices:**

*The State of Kansas reserves the right to request phone bids for larger volume purchases to ensure the State receives the best price available.*

<u>Nortel Product Family</u>	<u>Discount off MSRP</u>
Advanced Remote Node Systems	40%
Application Switches	40%
Backbone Node Systems	40%
Baystack Ethernet Switches	40%
Ethernet Routing Switches	40%
Ethernet Switches	40%
Multiprotocol Router	40%
Metro Optical Switches	40%
Network Management	40%
Secure Router	40%
Threat Protection System	40%
VPN Gateway	40%
VPN Router	40%
Security	40%
Business Continuity	35%
Miscellaneous Data Products	35%
Wireless LAN	35%
Wireless Mesh	35%
IP Multimedia	25%
Voice	25%

<u>Nortel Data Maintenance Services</u>	<u>Discount off MSRP</u>
One Year Agreement	10%
Two Year Agreement	15%

**Nortel Professional Services – Project Based**

Consulting Services  
Design and Planning Services  
Implementation Services  
Support Services  
Managed Services  
Contact Center and Self Service

**Discount off MSRP**

Custom Quotation  
Custom Quotation  
Custom Quotation  
Custom Quotation  
Custom Quotation  
Custom Quotation

**Nortel Services**

Nortel Convergency Architect Hourly Rate,  
4 hr. min., 1<sup>st</sup> shift (Base Rate)  
Nortel Voice Engineer Hourly Rate,  
4 hr. min. 1<sup>st</sup> shift (Base Rate)  
Nortel Data Architect Hourly rate,  
4 hr. min. 1<sup>st</sup> shift (Base Rate)  
Nortel Data Consultant Hourly rate,  
4 hr. min., 1<sup>st</sup> (Base Rate)  
Nortel Data Engineer Hourly rate,  
4 hr. min., 1<sup>st</sup> shift (Base Rate)

**Hourly/Rates**

\$180/hour  
\$150/hour  
\$200/hour  
\$250/hour  
\$160/hour

**Note 1:** Design and planning, implementation, support and managed services will be provided at a competitive rate to the State based upon the scope of work determined at the time of execution of the project.

**Note 2:** Shift Descriptions and additional charges

1<sup>st</sup> Shift – Monday – Friday 8:00 AM – 5:00 PM Customer Local Time

2<sup>nd</sup> Shift – Monday – Friday 5:01 PM – 7:59 PM Customer  
Local Time + Saturday all day (12:00 AM – 11:59 PM)  
Customer Local Time: 2<sup>nd</sup> Shift add 50% uplift of applicable base rate

3<sup>rd</sup> Shift – Sunday all day (12:00 AM – Monday 7:59 AM) & Nortel holidays all day  
(12:00 a.m – 7:59 a.m. the next non-holiday day) Customer Local Time; 3<sup>rd</sup> shift add 100% uplift to  
applicable base rate.

**ADDENDUM TO CUSTOMER AGREEMENT  
BETWEEN  
AVAYA INC.  
AND  
THE STATE OF KANSAS  
CONTRACT NUMBER 05771 .**

This Addendum to the Customer Agreement between Avaya Inc. ("Avaya") and the State of Kansas ("Customer") shall be effective as of \_\_\_\_\_ ("Effective Date").

1. All terms and conditions of the Customer Agreement not specifically addressed in this Addendum remain in full force and effect. In the event of a conflict between the provisions of this Addendum, the Customer Agreement, and other documents incorporated therein by reference, the following order of precedence shall govern:
  - a. This Addendum;
  - b. Exhibit A – The State of Kansas Contractual Provisions Attachment DA-146a;
  - c. Avaya Agreements:
    - <http://www.da.ks.gov/purch/adds/05771-Agreements.doc>
    - I. State and Local Government/ Education Customer Agreement General Terms
    - II. Customer Agreement – Schedule A – Avaya Global Software License Terms
    - III. Customer Agreement – Attachment 1 – Supply of Generally Available Products
    - IV. Customer Agreement – Attachment 2 – Implementation and Professional Services Terms
    - V. Customer Agreement – Attachment 3 – Maintenance/ Managed Services Terms

State of Kansas  
Department of Administration  
DA-146a (Rev. 06-12)

Exhibit A

**CONTRACTUAL PROVISIONS ATTACHMENT**

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403).
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance"

fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.