

REQUEST FOR LEGISLATIVE ACTION

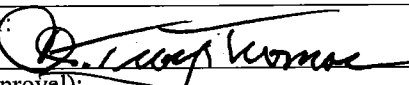
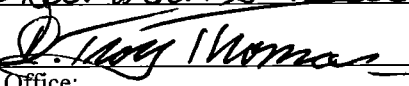
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18225

Sponsor(s): Scott Burnett

Date: July 29, 2013

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract for the furnishing of Personal Computers and Miscellaneous Computer Software and Hardware for use by Various County Departments from Dell Marketing of Round Rock, Texas; Hewlett Packard of Deerfield, Illinois; Software House International of Austin, Texas; World Wide Technology of St. Louis, Missouri and Alexander Open Systems of Overland Park, Kansas under the terms and conditions set forth in WSCA Contract Numbers B-27160 and B-27164; State of Kansas Contract Numbers 36093,10330 and 13088; State of Missouri Contract Number C211034001, and Cooperating School Districts of Greater Kansas City Contract Number C062512 existing government contracts.</u></p>																																																		
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$723,453.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$723,453.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$723,453.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION: * We have added two additional contracts that cover the purchase of Cisco infrastructure hardware, VMWare software, and professional services that increased the value of this term and supply contract.</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Department</th> <th style="width: 40%;">Estimated Use</th> </tr> </thead> <tbody> <tr><td>Assessment and Collections</td><td style="text-align: right;">\$ 15,500.00</td></tr> <tr><td>Auditor and Legislature</td><td style="text-align: right;">\$ 7,500.00</td></tr> <tr><td>Clerk of the Legislature</td><td style="text-align: right;">\$ 3,000.00</td></tr> <tr><td>Combat</td><td style="text-align: right;">\$ 5,453.00</td></tr> <tr><td>Communications</td><td style="text-align: right;">\$ 4,000.00</td></tr> <tr><td>Corrections</td><td style="text-align: right;">\$ 25,000.00</td></tr> <tr><td>County Counselor's Office</td><td style="text-align: right;">\$ 18,000.00</td></tr> <tr><td>Economic Development</td><td style="text-align: right;">\$ 2,000.00</td></tr> <tr><td>Finance and Purchasing</td><td style="text-align: right;">\$ 7,000.00</td></tr> <tr><td>IT and GIS</td><td style="text-align: right;">\$425,500.00</td></tr> <tr><td>Medical Examiner's Office</td><td style="text-align: right;">\$ 3,000.00</td></tr> <tr><td>OHRCC</td><td style="text-align: right;">\$ 1,000.00</td></tr> <tr><td>Parks + Rec</td><td style="text-align: right;">\$ 11,000.00</td></tr> <tr><td>Prosecuting Attorney's Office</td><td style="text-align: right;">\$ 70,000.00</td></tr> <tr><td>Public Administrator's Office</td><td style="text-align: right;">\$ 5,000.00</td></tr> <tr><td>Public Works Department</td><td style="text-align: right;">\$ 27,500.00</td></tr> <tr><td>Recorder of Deeds Office</td><td style="text-align: right;">\$ 3,000.00</td></tr> <tr><td>Sheriff's Office</td><td style="text-align: right;">\$ 90,000.00</td></tr> <tr><td>Estimated Total</td><td style="text-align: right;">\$723,453.00</td></tr> </tbody> </table> <p>This RLA only approves the term and supply contracts; the funds were already appropriated through the annual budget adoption. Figures included in the background section are for informational purposes to provide an estimate of the contract value.</p>	Amount authorized by this legislation this fiscal year:	\$723,453.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$723,453.00	Amount budgeted for this item * (including transfers):	\$723,453.00	Source of funding (name of fund) and account code number		Department	Estimated Use	Assessment and Collections	\$ 15,500.00	Auditor and Legislature	\$ 7,500.00	Clerk of the Legislature	\$ 3,000.00	Combat	\$ 5,453.00	Communications	\$ 4,000.00	Corrections	\$ 25,000.00	County Counselor's Office	\$ 18,000.00	Economic Development	\$ 2,000.00	Finance and Purchasing	\$ 7,000.00	IT and GIS	\$425,500.00	Medical Examiner's Office	\$ 3,000.00	OHRCC	\$ 1,000.00	Parks + Rec	\$ 11,000.00	Prosecuting Attorney's Office	\$ 70,000.00	Public Administrator's Office	\$ 5,000.00	Public Works Department	\$ 27,500.00	Recorder of Deeds Office	\$ 3,000.00	Sheriff's Office	\$ 90,000.00	Estimated Total	\$723,453.00
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	Prior Year Budget (if applicable): \$395,000.00 Prior Year Actual Amount Spent (if applicable): \$284,368.65															
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): 17961. August 20, 2013															
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253															
REQUEST SUMMARY	<p>Various County Departments require term and supply contracts for the purchases of Personal Computers and Miscellaneous Computer Software and Hardware on an "as needed" basis to purchase new and replace aging equipment and software as necessary.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of term and supply contracts for the furnishing of Personal Computers and Miscellaneous Software and Hardware for use by Various County Departments from the following existing competitively bid government contracts:</p> <table border="0"> <thead> <tr> <th>RECOMMENDED VENDOR</th> <th>CONTRACT NUMBER</th> </tr> </thead> <tbody> <tr> <td>Dell Marketing, Round Rock, Texas</td> <td>WSCA B27160</td> </tr> <tr> <td>Hewlett Packard, Deerfield, Illinois</td> <td>WSCA B 27164</td> </tr> <tr> <td>Software House International, Austin, Texas</td> <td>State of Kansas 036093</td> </tr> <tr> <td>World Wide Technology, St. Louis, Missouri</td> <td>State of Missouri C211034001</td> </tr> <tr> <td>Alexander Open Systems, Overland Park, Kansas</td> <td>State of Kansas 10330 and 13088</td> </tr> <tr> <td></td> <td>Consolidated School Districts of Greater Kansas City C062515</td> </tr> </tbody> </table> <p>The Director of Finance and Purchasing recommends the approval of these contracts due to a higher volume discount offered to larger entities and purchasing groups.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p>		RECOMMENDED VENDOR	CONTRACT NUMBER	Dell Marketing, Round Rock, Texas	WSCA B27160	Hewlett Packard, Deerfield, Illinois	WSCA B 27164	Software House International, Austin, Texas	State of Kansas 036093	World Wide Technology, St. Louis, Missouri	State of Missouri C211034001	Alexander Open Systems, Overland Park, Kansas	State of Kansas 10330 and 13088		Consolidated School Districts of Greater Kansas City C062515
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CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)															
ATTACHMENTS	Pertinent pages of each contract and a Memorandum from Mr. Bill Noll, Director of Information Technology															
REVIEW	Department Director: 	Date: 7/18/13														
	Finance (Budget Approval): <i>If applicable</i> NA Deborah S Ball	Date: 7-18-13														
	Division Manager: 	Date:														
	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.



Department of
INFORMATION TECHNOLOGY

JACKSON COUNTY, MISSOURI

(816) 881-3151

415 E. 12TH STREET, ROOM G-8
KANSAS CITY, MO 64106

MEMORANDUM

July 17, 2013

TO: Barbara Casamento, Purchasing Supervisor

FROM: Bill Noll, Director of IT and GIS

RE: Term and Supply Vendors

Below is a summary of requested Term and Supply vendors for Computer hardware and software. The Information Technology department will obtain quotes from multiple vendors listed below from which we will purchase from the lowest bid. This will apply to internal IT requirements and for that of all other county technology requests.

Alexander Open Systems (AOS) is a new addition to our requested list of vendors. AOS has become an important partner in supplying strategic upgrades to the county's IT infrastructure. AOS will be a prime vendor for Cisco equipment as well as enterprise Microsoft and VMWare software. There will be significant expenditures with AOS to support the Truman Courthouse renovation \$120,000 as well as upgrades to our email server software and other miscellaneous IT hardware infrastructure. We estimate the total amount of expenditures inclusive of the Truman Courthouse to be \$235,000

World Wide Technology (WWT) - The county sources a variety of computer hardware and software from WWT. The estimated future annual expenditures with WWT will be \$157,000.

Software House International (SHI) - We use this vendor as an alternate source for software purchases. We estimate the total amount to be purchased from SHI to be \$7500

Dell - Dell is the vendor for nearly 100% of our desktop and laptop computers that is purchased for the county. While most of these units are purchased directly from World Wide Technologies (WWT) we do occasionally find that purchasing directly from Dell for very specific items to be less expensive. We estimate the total cost of IT acquisitions to be \$11,000.

Hewlett Packard (HP) - We use HP as a vendor of servers, distributed network storage products and data networking switches. We estimate the total expenditures next year for this vendor to be \$15,000.



MN-WSCA/NASPO PC Contracts

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Survey

WESTERN STATES CONTRACTING ALLIANCE MASTER PRICE AGREEMENT

for

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND
RELATED SERVICES

Quick
Links:
• [WSCA](#)
• [NASPO](#)

2009-2014 (WSCA/NASPO III) **Hewlett Packard Company** **Number B27164**

This Agreement is made and entered into by **Hewlett Packard Company, 11445 Compaq Center Drive W, Houston, TX, 77070 ("Contractor")** and the Department of Administration ("State") on behalf of the State of Minnesota, participating members of the National Association of State Procurement officials (NASPO), members of the Western States Contracting Alliance (WSCA) and other authorized Participating States and Participating Entities.

CONTRACTOR CONTACT

Hewlett Packard Company
442 Swan Blvd.
Deerfield, IL 60015
Attn: Debra Lee, WSCA/NASPO Contract Prog. Mgr.
Email: debra.lee@hp.com
Phone: 847-537-0344
Fax: 281-927-5213

CURRENT CONTRACT TERM

Agreement Term

Pursuant to Minnesota law, the term of this Agreement shall be effective upon the date of final execution by the State of Minnesota or on **9/1/2009 through 8/31/2014**.

HP Website: www.hp.com/buy/wscalii

B27164 Master Price Agreement (with all amendments)**B27164 - HP Model Participating Addendum**

You will need **Adobe Acrobat Reader** to print or view PDF files. Adobe also provides a set of free tools that allow visually disabled users to read documents in Adobe PDF format. Acrobat Reader with **Accessibility for Visually Impaired Users** converts PDF documents into either HTML or ASCII text which can then be read by many screen reading programs.

Information found on this website can be made available in alternative formats, such as large print, Braille, or on tape, by calling 651.296.2600. Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529. The State of Minnesota is an Equal Opportunity Employer.

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We welcome your **comments and suggestions** about our website.



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- NASPO

WESTERN STATES CONTRACTING ALLIANCE MASTER PRICE AGREEMENT

for

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND
RELATED SERVICES

2009-2014 (WSCA/NASPO III) Dell Marketing L.P. Number B27160

This Agreement is made and entered into by **Dell Marketing L.P., One Dell Way Mailstop 8708, Round Rock, TX, 78682 ("Contractor")** and the Department of Administration ("State") on behalf of the State of Minnesota, participating members of the National Association of State Procurement officials (NASPO), members of the Western States Contracting Alliance (WSCA) and other authorized Participating States and Participating Entities.

CONTRACTOR CONTACT

Dell Marketing L.P.
One Dell Way Mail Stop 8708
Round Rock, TX 78682
Attn: Ashleigh Lane
Email: Ashleigh_Lane@dell.com
Phone: 512-723-4355
Fax: 512-283-9092

CURRENT CONTRACT TERM

Agreement Term

Pursuant to Minnesota law, the term of this Agreement shall be effective upon the date of final execution by the State of Minnesota or on **9/1/2009 through 8/31/2014**.

Dell Website: www.dell.com/naspowsca

B27160 Master Price Agreement (with all amendments)**B27160 - Dell Model Participating Addendum**

You will need **Adobe Acrobat Reader** to print or view PDF files. Adobe also provides a set of free tools that allow visually disabled users to read documents in Adobe PDF format. Acrobat Reader with **Accessibility for Visually Impaired Users** converts PDF documents into either HTML or ASCII text which can then be read by many screen reading programs.

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We welcome your **comments and suggestions** about our website.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

August 3, 2011

CONTRACT TITLE: PC PRIME VENDOR SERVICES

CURRENT CONTRACT PERIOD: AUGUST 1, 2011 THROUGH JUNE 30, 2013

BUYER INFORMATION: Brent Dixon
Division of Purchasing and Materials Management
Telephone: (573) 751-4903
Fax: (573) 526-9816
Email Address: brent.dixon@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	August 1, 2011 through June 30, 2013	June 30, 2016

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES.
Local Purchase Authority shall not be used to purchase supplies/services included
in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's
Awarded Bid & Contract Document Search located on the Internet at <http://www.oa.mo.gov/purch>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C211034001	4319128950 2	World Wide Technology, Inc. 58 Weldon Parkway St. Louis, MO 63043-3101 Phone: (888) 234-8898 Fax: (800) 775-5475 Web Address: http://www.wwt.com/missouri	Yes	Yes

2. PRICING INFORMATION:

- 2.1 Acquisition Options/Pricing:** WWT will apply 4% over WWT's documented acquisition cost for all hardware, software (excluding Microsoft software), and services and 2% over WWT's documented acquisition cost for Microsoft products for the total dollar amount purchased in a single order under the contract. WWT's documented acquisition cost shall be the actual price paid by WWT for the products and services sold and shall be determined at the time of shipment. WWT shall not invoice the state agency until WWT has documentation of their final documented acquisition cost from the supplier and until WWT ships the product(s). WWT shall invoice the state agency for all hardware and software provided under the contract based upon WWT's documented acquisition cost for that product multiplied by the applicable percentage over acquisition cost for the appropriate product category stated in the contract. Orders may include any hardware or software item, supplies, manufacturer-provided hardware and software warranty upgrades, extended warranties and service plans. Orders may vary between the manufacturer's product categories.

Pricing information can be found on WWT's on-line catalog or provided by WWT's account management team. This pricing may be valid at the time of viewing on-line or submitted in a price quotation; however, the invoiced price may differ since pricing may change daily due to technological changes in the market. Invoice pricing (ship date pricing) may be lower than that stated in the on-line catalog. There may be situations where the invoice price is higher than the order price. In these situations, the invoice amount shall be the price paid by the state agency. However, in the event of a price increase, WWT must require written approval from the state agency prior to processing the order.

Firm, fixed pricing for all other value-added services is as provided herein per each contract period.

- 2.2 Purchasing Cards (P-Cards):** In the event a state agency wishes to utilize a State of Missouri Purchasing Card (P-Card) to pay for purchases under the contract, WWT shall accept the P-Card for payment and will charge an additional fee of 2.5% over WWT's documented acquisition cost to accommodate the request. Fees associated with the use of P-Cards shall only apply to purchases utilizing P-Cards. The state agency shall inform WWT at the time that a price quotation is requested if they intend to utilize a P-Card for payment of the subsequent order. The state agency may request a price quotation that includes the use of a P-Card and a price quotation that does not include the use of a P-Card.
- 2.3 PC and Printer Bulk Buy Purchases Information:** The State of Missouri has established a bulk buy program with each of the manufacturers for the purchase of desktops, portable computers, and printers. Pricing for these items shall be re-established on a ninety (90) day basis with state agencies able to purchase the awarded products during each respective quarter. If the products available through the bulk buy do not meet a state agency's need, then the state agency must submit a variance request to Ron Thomas of ITSD at ron.thomas@oa.mo.gov. State agencies may visit the separate links for the bulk buy spreadsheets which include the current pricing and configurations. State agencies may also visit World Wide Technology's website to view the pricing for the awarded products.
- 2.4 Educational Discounts:** The State of Missouri has entered into a Microsoft Education Select Agreement to offer discounted pricing on some of Microsoft's educational products. The state agency must contact WWT for specific educational products and associated discounts.
- 2.5 Optional Value-Added Services Pricing:** WWT shall invoice the state agency for all optional value-added services provided under the contract in accordance with the pricing stated in the contract.

3. PRICE QUOTATION AND ORDER PROCESSING

- 3.1 Product/Pricing Assistance:** The account management team must be able to assist state agencies in obtaining product information, availability, pricing, and answering general questions about product compatibility, usability, etc.

- a. State agencies may obtain product and pricing information by calling WWT's toll-free number (888) 234-8898, or may consult WWT's on-line catalog for a description of the products or services at www.wwt.com/missouri.
- b. WWT must send an electronic copy of all sales quotations not associated with the periodic consolidated program described herein and a total quotation price worth \$5,000 or more to an individual designated by the Chief Information Officer's (CIO) office.
- c. Vendor-Neutral Advisor: The account management team must function as a vendor-neutral advisor to state agencies by providing information regarding all manufacturers' products, when requested, thus allowing agencies to choose the most acceptable product or service for the related application.

3.2 Price Quotations: WWT must provide a price quotation for products and services available through the contract when requested by a state agency.

- a. WWT must provide the state agency with written acknowledgement of a request for a quote within four (4) business hours. WWT must provide the state agency with an electronic report regarding the status of any outstanding price quotation requests every eight (8) business hours.
- b. WWT commits to the following response times to provide a price quotation:

Quote Type	Description	Expected Response Time
Standard Quote Request	Request For Quote (RFQ) submitted by the state agency includes manufacturer's part number and detailed product description	No more than 2 – 4 Business Hours
Non-Standard Quote Request	RFQ's that require extensive research and or configuration and engineering assistance	No more than 8 – 24 Business Hours

- c. If prolonged research is required, WWT's Inside Sales Support Representatives must proactively contact the customer via phone, email, or fax within four (4) business hours to give a status and an estimated time that the customer can expect a completed quote response. Should research require more than five (5) working (business) days, a waiver for the state agency to purchase the item(s) outside of the contract may be requested through WWT.
- d. The price quotation must include the following information:
 1. Price Quotation Number;
 2. Contract Number;
 3. Requested Product and/or Service Description;
 4. Product and/or Service Manufacturer/Provider Name;
 5. Product Number;
 6. Requested Quantity;
 7. Unit Price per Item;
 8. Extended Price per Item;
 9. Total Price of Quoted Items;
 10. Estimated Delivery Timeframe;
 11. State Agency's Contact Information;
 12. Contractor's Account Management Team Member's Contact Information That Provided Price Quotation;
 13. Date Price Quotation Was Requested By State Agency; and
 14. Date Price Quotation Was Submitted To State Agency.
- e. The state agency may request the names, quoted prices, and estimated delivery dates for each of the sources that WWT received a quote on the state's behalf.

3.3 Purchase Order Issuance: State agencies must issue a properly authorized purchase order or other form of authorization to initiate order processing. The hardcopy purchase order may be submitted via email, mail or fax. The information on the purchase order should include the following information:

- a. Contract number;
- b. Purchase order number;
- c. State agency contact and phone number;
- d. Vendor name and address;
- e. Vendor number;
- f. Contract line item number (see below);
- g. Quantity and unit price of each item ordered;
- h. Any pertinent information relating to the product(s) and/or services requested (including brand/model; options, and any required services);
- i. End user name and phone number (if other than state agency contact); and
- j. Customer number (see WWT's web site or call WWT, to obtain your state agency's customer number).

If any of the above information is omitted on a purchase order, delays in processing may occur. If ordering a computer system that is custom configured on WWT's website, the quote number that is provided by the manufacturer must be provided on the purchase order, and a printed copy of the quote must accompany the properly authorized purchase order or other form of authorization when emailed, mailed or faxed.

The following contract line items must be used when ordering products and services:

- 001 (C/S 20453) Hardware, Microcomputer
- 002 (C/S 20899) Software, Microcomputer
- 003 (C/S 92045) Software Maintenance/Support
- 004 (C/S 93299) Hardware Maintenance/Repair Services
- 005 (C/S 92031) Installation of Computers, Peripherals, and Related Equipment
- 006 (C/S 92047) Support Services, Computer
- 007 (C/S 61599) Supplies

WWT must provide email acknowledgement to the state agency within twenty-four (24) hours of the receipt of the state agency's order. The email alert contains a link back to WWT's online order tracking site.

- 3.4 Order Substitutions:** WWT shall not substitute any item(s)/component(s) ordered by a state agency until WWT: 1) notifies the state agency in writing (e-mail is acceptable if the designated contact has an e-mail address), and 2) receives written approval from the state agency to proceed with the substitution.
- 3.5 Payment In Advance:** The State of Missouri may make advance deposits/payment for software maintenance (upgrades/new releases/technical support-type agreements) and manufacturers' hardware warranty upgrades only. All other payments, including payments for third-party provided hardware maintenance programs and time and materials maintenance shall be made in arrears.
- 3.6 Transfer of Ownership:** WWT shall transfer ownership of all products and services purchased through the contract to the state agency.

4. DELIVERY AND PRODUCT RETURNS:

- 4.1 General Delivery Requirement:** WWT must deliver the item(s) ordered from the contract, FOB Destination, freight charges prepaid by WWT, to the state agency location specified on the purchase order issued by the state agency. WWT must facilitate delivery of the product to the state agency's location as specified on the order. All items must be delivered to the state agency's facility (i.e. loading dock, inside of the facility) pursuant to the state agency's request.
- 4.2 Normal and Expedited Shipping:** Normal and reasonable freight charges must be included in WWT's documented acquisition cost of all hardware or software purchased, unless the freight charges are a result of the state agency requesting expedited shipping (e.g. overnight, 2nd day service, etc.). Any such requests shall be in writing from the state agency.
- 4.3 Pallet Delivery:** WWT must provide for the removal of equipment from pallets and delivery of equipment within the state facility, upon request of the state agency. The State of Missouri may incur additional charges for the removal of equipment from pallets. Any such additional charges must be included in WWT's documented acquisition cost. The state agency shall advise WWT of pallet delivery requirements, upon placement of order(s).
- 4.4 Delivery Timeframes:** WWT must deliver all products within thirty (30) calendar days after WWT's receipt of a properly authorized purchase order or other form of authorization unless the timeframe specified on the website or as quoted to the state agency by the account management team at the time of order indicates otherwise.
- 4.5 Delay In Delivery Date:** WWT must notify the state agency of a later delivery date should the actual delivery date exceed that which was previously specified. The state agency must authorize the late delivery, cancel the order, or modify the order to reflect an acceptable product substitution. Any such authorizations shall be in writing.
- 4.6 Damaged Product:** WWT shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement. Any product(s) returned to WWT for replacement shall be delivered to WWT in accordance with the product return requirements.
- 4.7 Product Returns:** WWT must provide for product returns in accordance with the following requirements:
- a. **Return Notification:** Unless otherwise mutually agreed to in writing by WWT and the state agency, the return of products shall occur within thirty (30) calendar days of the state agency's initial receipt of the goods if it is unopened and the supplier/manufacturer agrees in accepting the returned item(s). Products may also be returned if the product is unopened or opened, but was ordered in error due to WWT misquoting a configuration. No product may be returned after thirty (30) calendar days without the manufacturer's or supplier's approval. All defective products must be handled through the product warranty plan. **NOTE: IT IS DIFFICULT TO OBTAIN COOPERATION FROM MANUFACTURERS ON PRODUCT RETURNS IN EXCESS OF THIRTY (30) DAYS OF THE ORDER'S SHIP DATE. AS A RESULT, STATE AGENCIES ARE ASKED TO INSPECT ALL ORDERS IMMEDIATELY UPON DELIVERY.**
 1. The state agency shall call the toll-free number (888) 234-8898 to obtain a return authorization (RA) in order to return any product(s). The invoice number/purchase order and serial number for the product(s) being returned must be provided to the Returns Center. Return shipping labels and a RA number must be mailed to the state agency within five (5) working days of the date the return request was submitted to ensure proper delivery and credit. The RA number must be included with the return for WWT to accept the product and issue the appropriate credit. After receipt of the label, the state agency will have fifteen (15) working days to place the label on the product and return it to WWT or applicable supplier. Upon receipt and processing, a credit will be issued to the state agency.
 - b. **Return Packaging:** All products shall be returned to WWT in their original packaging.

- c. **Restocking Fees:** The state agency shall not be responsible for restocking fees or any other charges and/or fees resulting in the return of products purchased as a result of mis-designed systems or improperly ordered components, if WWT's account management team assumed the role of integrator or consultant for the products ordered. The state agency shall be responsible for reasonable applicable restocking fees in the return of products purchased and returned due to the state agency's ordering error.

5. HARDWARE:

5.1 Required Hardware: The following hardware is required to be provided by WWT under the contract and is also required to be purchased by state agencies through the contract. The categories of equipment are limited to the referenced manufacturers only. WWT must provide the entire enterprise (business class, network certified, etc.) line of desktop computers, portable computers (laptops, notebooks, netbooks, tablet PCs, and ruggedized computers), servers, and printers (including printer-based multifunctional equipment) from each of the manufacturers listed below. Intel and AMD processors are available through the contract. Manufacturers' products however, may be added and/or deleted from the list upon request of state agencies as approved by the Office of Administration's Information Technology Services Division. All additions and deletions shall be accomplished via a contract amendment. Requests to all manufacturers to the contract should be submitted to the Buyer of Record as shown on page 1 herein.

a. **Desktop Computers:**

1. Apple
2. Dell
3. Hewlett Packard
4. Lenovo

b. **Portable Computers (Laptops, Notebooks, Netbooks, Table PCs, and Ruggedized Computers):**

1. Apple
2. Dell
3. General Dynamic Intronix Corporation (ruggedized line only)
4. Hewlett Packard
5. Lenovo
6. Motion Computing (tablet PCs only)
7. Panasonic (ruggedized line only)

c. **Servers:**

1. Dell
2. Hewlett Packard
3. IBM

d. **Printers (Including Printer-Based Multifunctional Equipment):**

1. Canon
2. Dell
3. Epson
4. Hewlett Packard
5. IBM
6. Kyocera Mita
7. Lexmark
8. Sharp (Multifunctional devices only)
9. Xerox

Printer-based multifunctional equipment shall be defined as the following:

- Printer-based multifunction equipment shall include an inkjet or laser-printer print engine.

- Printer-based multifunctional equipment shall include the function of network printing as the primary function and the functionalities of copying/scanning/faxing (or e-fax) as a convenience.
- Printer-based multifunctional equipment shall be self-maintainable with a minimal reliance on vendor maintenance (on-site warranty/extended warranty solutions shall continue to be required and available upon request of the state agency).
- Printer-based multifunctional equipment maintenance costs shall not be based on usage (click charges). State agencies will utilize warranty/extended warranty maintenance pricing or acquisition of self-maintenance kits.
- Copier-based or any other multi-function equipment not meeting all of the criteria above shall not be acquired through the contract.

NOTE: Consolidated state agencies must coordinate with Jill Drennen with OA/ITSD before purchasing any printing and/or scanning devices that will be connected to the state's network. Jill can be reached at (573) 751-5125 or jill.drennen@oa.mo.gov.

NOTE: All state agencies must coordinate with Rodney Vessell with State Printing before purchasing any color printers. Rodney can be reached at (573) 526-2165 or Rodney.vessell@oa.mo.gov.

5.2 Peripherals/Supplies: WWT must provide the required and optional PC-related peripherals and optional media/supplies specified below in addition to the microcomputer/personal computer components outlined herein. The peripherals offered by WWT through the contract may be available from various manufacturers, but must be confined to the parameters outlined below.

a. **Required Peripherals:** The following peripheral equipment shall be required to be purchased under the contract:

1. Magnetic Tape Backup
2. Memory Expansion
3. Modems
4. Monitors
5. Portable Computer Accessories (batteries, carrying cases, docks, port replicators, etc.)
6. PC Components (CPU upgrades, motherboards, graphic cards, sound cards, etc.)
7. Scanners
8. Server Components (racks, cabinets, etc.)

b. **Optional Peripherals:** The following is a list of peripheral equipment that state agencies may, but are not required to, purchase under the contract:

1. Storage Area Networks (SAN): WWT must provide the entire enterprise (business class, network certified, etc.) line of storage area network products from each of the manufacturers listed herein. The SANs provided under the contract are limited to the following manufacturers only, unless otherwise revised by the state:
 - a) Dell
 - b) EMC
 - c) Hewlett Packard
 - d) IBM
 - e) NetApp
 - f) Sun Storage
 - g) Xiotech Corporation
2. PC-Based Drives & Storage (CD drives, DVD drives, internal and external hard drives, floppy drive, etc.)
3. PC-Based Input Devices (mice, keyboards, etc.)
4. PC-Based NICs
5. Digital Cameras and Camcorders

6. PC-Based Solid State Storage
7. PC-Based Multimedia Equipment (projectors, whiteboards, etc.)
8. PC-Based Audio Components (speakers, microphones, headphones, etc.)
9. PC-Based Cables and Adaptors (Audio/Video cables, Bluetooth, peripheral cables, USB, etc.)
10. PC-Based Plotters
11. PC-Based Power Protection (surge protectors, uninterrupted power supplies, etc.)
12. PC-Based Security and Protection (privacy filter, anti-glare filter, portable computer security lock, etc.)
13. PC-Based Video Conferencing Equipment the following brands only:
 - a) Tandberg,
 - b) Polycom, and
 - c) Bridget.

c. **Optional Media/Supplies:** WWT must provide all media and supplies required for operation which include but are not limited to the items identified herein. State agencies may but are not required to purchase these supplies through the contract:

1. Recordable Optical Media
2. USB Flash Drive
3. Printer Supplies
4. Printer Maintenance Kits

5.3 Excluded Products: The following items are **NOT** currently being considered for inclusion in the contract, therefore, WWT shall be precluded from selling these items under the contract, unless otherwise revised by the state via a contract amendment:

- a. Telecommunications Equipment
- b. Networking Products (other than those listed under Required Peripherals)
- c. Standalone Copy Machines
- d. Copier-Based Multi-Functional Printer/Copier/Scanner/Fax Machines
- e. Wireless Communication Services
- f. Standalone Facsimile Machines and Facsimile-Based Multi-Functional Equipment
- g. Microfiche/Microfilm Products
- h. Multiplexers
- i. Midrange Computer Products
- j. Mainframe Computer Products
- k. Kiosks

5.4 Documentation/Operating Manuals: WWT must supply, at no additional cost to the state, at least one (1) copy of the standard manufacturer-distributed user documentation and/or operating manual for all hardware provided.

5.5 Certifications: If requested by the State of Missouri, WWT must supply hardware certifications, including FCC Class B Certification, UL Listed, Novell Labs Tested and Approved, etc. These certifications are required only as applicable and available from the manufacturers.

5.6 Status of Equipment: All equipment must be new and in current production. Used, reconditioned, remanufactured, or prototype equipment is not acceptable unless written authorization is provided by the state agency prior to shipment.

6. SOFTWARE AND SOFTWARE MAINTENANCE:

6.1 General Software Information: WWT must provide the entire PC software product lines from each of the required software manufacturers listed below. WWT must provide full support (e.g. technical support, etc.) for the identified software. Manufacturers' products however, may be added and/or deleted from the list upon request of state agencies as approved by the Office of Administration's Information Technology Services

Division. All additions and deletions shall be accomplished via a contract amendment. Requests to all manufacturers to the contract should be submitted to the Buyer of Record.

Note: "PC software product lines," as defined for purposes of the contract, are all software, upgrades, maintenance, documentation, media, and templates which are widely available in the marketplace from a specific PC software manufacturer.

6.2 Required Software: The following is a list of software state agencies are required to purchase under the contract. WWT must provide all the software options provided by the manufacturer.

- a. Adobe
- b. Citrix Software
- c. ESRI
- d. IBM
- e. Macromedia
- f. McAfee
- g. Microsoft
- h. Novell
- i. SAP
- j. Symantec
- k. Tivoli
- l. Veeam
- m. VMWare
- n. LANdesk

6.3 Optional Software: For state agencies' convenience, PC software from manufacturers other than the software manufacturers listed herein can be made through the contract (if available from WWT). PC software purchases, especially those for which maintenance will be required in subsequent years, should be procured through competitive bid outside of the PC Prime Vendor contract unless extenuating circumstances are documented and approved by the Division of Purchasing and Materials Management. Also, state agencies shall not create future single feasible source requirements for maintenance/support as a result of acquisition of such software under the contract unless extenuating circumstances are documented and approved by the Division of Purchasing and Materials Management.

6.4 Volume License Agreements (VLAs): The following volume agreements established between the state and various manufacturers through WWT shall remain in place through the term of the contract.

Software Manufacturer	Agreement Name	Pricing Levels
Microsoft:	Select 6.1 Local & State Government	D
	Select 5.1 Academic	A
	Enterprise 6.1	D
Novell:	Master License Agreement	42% of list price
IBM/Lotus:	International Passport Advantage Agreement	GV

Note: Cooperative Procurement members utilizing this contract to establish their volume software agreements must forward all applications to WWT. WWT must then make all of the necessary arrangements with their Large Account Reseller, Enpointe, to process the agreements.

The State of Missouri reserves the right to establish new volume license agreements for software. WWT must assist in establishing the volume agreements between the state and the software manufacturer. The state reserves

the right to bid out software products to establish volume license agreements through a separate procurement process if it is deemed to be in the best interest in the state.

- 6.5 Versions:** WWT must provide the most recent version of all software, unless specified otherwise by the state agency. The most recent version of software shall be considered the newest version announced by, and available from, the software manufacturer at the time of delivery.
- 6.6 Manufacturer-Authorized Software:** WWT must only provide software packages which are manufacturer-authorized and approved for distribution to the State of Missouri's using state agencies. The software packages must contain the manufacturer's user/installation documentation (except for "media only" software) and registration and licensing documents and must be sealed by the manufacturer.
- 6.7 Software Maintenance:** WWT must provide for the acquisition of maintenance for all software ordered through the contract. WWT must make upgrades/fixes/new releases etc. available to state agencies for all PC software, whenever available, from one of the required software manufacturers' PC software product lines for purchase or at no cost, whichever is appropriate per the software manufacturer's policy for each situation.
- 7. MANUFACTURER-PROVIDED VALUE-ADDED SERVICES:**
- 7.1 Required Value-Added Services:** WWT must provide for the acquisition of manufacturer-provided value-added services, either directly through the manufacturer or through manufacturer-designated entities to meet the varying needs of the state agencies. Services must include, but are not limited to, installation, warranty, warranty upgrades, service plans, critical systems hardware maintenance, and fixed asset tracking.
- 7.2 Installation/Install Assistance:** WWT must provide installation services for new systems upon request by the state agency. If the equipment is considered to be user-installable, WWT must provide installation assistance (e.g. telephone support), if requested, at no additional cost to the state.
- 7.3 System Installation/Setup Options:** WWT must provide for the acquisition of manufacturers' system installation/setup options to be used at the discretion of the state agency. The state agency shall specify on the purchase order which of the installation/setup options, if any, WWT is required to deliver with the specific hardware and/or software ordered.
- 7.4 Manufacturer Warranty:** WWT must provide the available warranties from the hardware and software manufacturers identified herein. Warranties shall commence upon delivery and acceptance at the state agency facility. WWT must provide the manufacturer's warranty and maintenance programs. State agencies may, but are not required to, purchase maintenance under the contract.
- 7.5 Manufacturer Warranty Upgrades:** WWT must provide for the acquisition of manufacturers' upgrades to the standard warranties for all desktops, portable computers, servers, and printers available.
- 7.6 Manufacturer Service Plans:** For equipment purchased under the contract and also for equipment less than five (5) years old owned by the state and purchased under prior contract(s) after expiration of applicable warranties, the contractor shall provide for the acquisition of manufacturer service plans for all desktops, portable computers, servers, and printers available.
- 7.7 Critical Systems Hardware Maintenance:** WWT shall provide for the acquisition of critical systems maintenance for desktops, portable computers, servers, and printers either from the manufacturer or a manufacturer-authorized third party maintenance provider. Critical systems hardware maintenance shall be defined as mission-critical equipment out of warranty (i.e. servers which, if down, would negatively impact the daily operations of the state agency resulting in loss of productivity).

WWT must provide for critical maintenance support minimally in and surrounding the following Missouri cities: Jefferson City, Lee's Summit, Macon, Popular Bluff, Rolla, Springfield, St. Joseph, St. Louis, and Willow Springs. These cities represent the locations of the individual Missouri Highway Patrol troop headquarters, although all state agencies in these locations shall have the ability to order critical system maintenance, if

necessary. Critical systems maintenance shall include on-site, twenty-four (24)-hour per day, seven (7)-day per week basis (including all state holidays) with a critical fix time. Critical fix time shall be defined as equipment repair occurring within four (4) hours after notification of the problem.

7.8 Fixed Asset Tracking: WWT must provide for the acquisition of hardware/software asset tracking information. WWT must provide the ability to receive information from the manufacturer of those assets that the state determines must be tracked. The state will work with WWT to determine what information is available and how it could be imported into the state's financial system – Statewide Advantage for Missouri II (SAM II).

7.9 Excluded Services: The following services are NOT currently available under the contract:

- a. Training
- b. Consulting Services including application development, network consulting, and programming

8. OPTIONAL VALUE-ADDED SERVICES:

8.1 Non-Manufacturer Monthly Warranty/Services Plans: WWT, through their subcontractor Ultreya Solutions Group, will provide non-manufacturer provided services plans. Ultreya's warranty/service plans typically equal or exceed, in writing, those plans offered by manufacturers.

Class	Models	M-F 9 to 5 coverage with 16 hr response time	M-F 9 to 5 coverage with 8 hr response time	M-F 9 to 5 coverage with 4 hr response time	7 X 24 coverage 16 hr response time	7 X 24 coverage with 8 hr response time	7 X 24 coverage with 4 hr response time
Computers – Laptops	All Brands except Pan Ruggedized	\$17.93	\$21.89	\$30.69	\$44.83	\$54.73	\$76.73
Computers – CPU's	Computers – CPU's	\$9.24	\$11.88	\$17.60	\$23.10	\$29.70	\$44.00
Computers – Servers	Up to 2 CPUs (3 or more, call for prices)	\$43.01	\$50.05	\$66.99	\$107.53	\$125.13	\$167.48
Printer – Mono Lasers	Printer – Mono Lasers	\$9.90	\$12.87	\$19.03	\$24.75	\$32.18	\$47.58
Printers – Color Laser	Printers – Color Laser	\$17.49	\$22.11	\$32.23	\$43.73	\$55.28	\$80.58
Printers – Network Color Laser	Network Color Laser	\$19.80	\$26.40	\$40.48	\$49.50	\$66.00	\$101.20
Printers – Dot Matrix	Printer – Network Dot Matrix	\$9.46	\$11.77	\$16.83	\$23.65	\$29.43	\$42.08
Printers – Xerox	Xerox	\$19.80	\$26.40	\$40.48	\$49.50	\$66.00	\$101.20
Printers – Network Mono Laser	Network Mono Laser	\$14.96	\$20.57	\$32.45	\$37.40	\$51.43	\$81.13
Plotters – Design Jet	Plotters – Design Jet	\$84.26	\$108.79	\$140.80	\$210.65	n/a	n/a
Monitors	Monitors – 15-17' CRT &	\$4.07	\$6.45	\$8.83	\$10.18	\$16.12	\$22.08

- Pricing is on a per month basis.
- Additional types and model not listed may be added as approved by the Oversight Committee.

- 9x5 Response Times are based on business hours.
- 7x24 Response Times are based on elapsed time.
- Additional options on devices (I.E. Envelope Feeders, MFD Assemblies, Duplexers, Staplers, etc) will require an additional charge.

8.2 Time and Materials: The time and materials maintenance rate is \$125 per hour for any location in the State of Missouri. The hourly rate is for on-site labor/time only. Travel charges are not incurred for time and materials calls.

8.3 Mail-in/Carry-in Rates: The mail-in/carry-in rate is \$65.00 per hour for any items dropped off or mailed to the Ultreya Solutions Group location at 708 Missouri Blvd., Jefferson City, MO 65109. Shipping costs are the customer's responsibility.

Services offered	Cost	Unit
Service Repair Labor	\$65.00	Per Hour, One Hour Min. 15 min increments after 1st Hour
Expedite Fee	\$50.00	4 hour response time
Refused Estimate	\$25.00	
After Hours Service (After	\$90.00	Per Hour, One Hour Min. 15 min increments after 1st Hour
Desktop Upgrades	Cost	Unit
Hard Drive (No data transfer)	\$38.50	Each
Hard Drive Data Transfer	\$66.00	Per Hour
DVD/CD Rom Drive	\$27.50	Each
Memory	\$22.00	Each
Sound Card	\$22.00	Each
Nic	\$27.50	Each
O/S Upgrade	\$82.50	Each
O/S Reinstall	\$82.50	Each
Virus Scan / Update	\$44.00	Each
Virus Removal	\$66.00	Per Hour
Spam / Spyware Removal	\$66.00	Per Hour

8.4 Preventive Maintenance: Preventive maintenance is available on every repair which is performed, assuming the case is opened on the unit and if the unit is currently covered by a service contract. Preventive maintenance is defined as cleaning and inspecting for worn or broken parts. This basic service is included at no charge for all warranty and out- of-warranty equipment under a maintenance contract.

An optional preventive maintenance plan is also available which provides for PC or printer preventive maintenance to be purchased on a per unit basis as often as required by the customer. PC preventive maintenance does not include the execution of any software utilities. Preventive maintenance charges are for labor only; parts are not included. If repairs need to be performed, additional labor charges may apply based on time and materials pricing. A trip charge of \$75.00 will be applied if less than 20 units have preventive maintenance performed at any single site. Pricing for preventive maintenance is as follows:

- Printer Preventative Maintenance - Per Unit/Per Occurrence \$33.00
- PC Preventive Maintenance - Per Unit/Per Occurrence \$22.00

8.5 Alternative Service Plan: WWT, through its subcontractor, Ultreya Solutions Group, offers an "Alternative Service Plan" (ASP) for on-demand repair coverage for all equipment covered by Ultreya Solutions Group, Inc. The ASP fully covers the equipment for a period of one-year for any repair including all parts and labor, with the exception of any part used in manufacturer's recommended preventative maintenance, which is performed at

CONTRACT AWARD

Date of Award: September 6, 2011

Contract Number: 0000000000000000000036093

Replaces Contract: 07359

Procurement Officer: Tami Sherley
Telephone: 785-296-3122
E-Mail Address: tami.sherley@da.ks.gov

Item: Software, Value Added Reseller (SVAR)

Agency: Statewide – Mandatory Use

Period of Contract: October 1, 2011 through June 2, 2013
(with the option to renew for three (3) additional one (1) year periods)

Contractor: SHI International Corporation
1301 South Mo-Pac Expressway, Ste 375
Austin, TX 78746
FEIN: 22-3009648
Vendor ID: 0000014659

Contact Information: See Following Page

Prices: See page 3 and/or following link for additional information:

<http://www.da.ks.gov/purch/adds/WSCA-SoftwareValueAddedResellerPricing.htm>

Payment Terms: Net 30

Shipping Terms: FOB Destination, prepaid and allowed

Political Subdivisions: Pricing is available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies **may** use State of Kansas Business Procurement Card for purchases from this contract. SHI may include the transaction fee of no more than 2.45% if the agency chooses to utilize the Business Procurement Card (BPC). Such processing shall be included in the cost of the product.

SHI's cost is defined as SHI's acquisition cost and would include: inbound freight, handling fees and/or order fees that have been charged to SHI – SHI does not initiate or add any self-imposed fees. Any third party fees associated with the transaction, such as Credit Card Fees or transaction fees would be included.

Administrative Fee: Administrative fees **have been** incorporated into the unit prices of this contract.

Contact Information:

Kansas – State, Local and K12

David Rounds, Account Executive;

David_Rounds@shi.com Telephone Number: (800) 509-2295
Fax Number: (888) 394-5322

Kansas Higher Education:

James Lynch, Account Representative

James_Lynch@shi.com Telephone Number: (512) 501-7675

Kansas Services-Iaas SLED:

Todd Perrine, Account Executive

Todd_Perrine@shi.com Telephone Number (512) 732-8026

Accounts Receiveable:

Matthew Heney

matthew_heney@shi.com Telephone Number: (732) 537-7312

Inside Sales Representatives:

Please contact the Inside Sales team for Order Status, Quote Requests and Returns

Keith Walker, Manager

Keith_Walker@shi.com Telephone Number: (888) 394-5232
Fax Number: (888) 394-5322

Corrin Browne

Corrin_Browne@shi.com Telephone Number: (888) 394-5232
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Sheanika Crawford

Sheanika_Crawford@shi.com Telephone Number: (888) 394-5232
Fax Number: (888) 394-5322

Pricing Structure: This contract is based on a cost plus markup structure. The following table identifies the markup up for most popular publishers.

A.

Manufacturer	SHI Cost + WSCA Pricing
ADOBE	1.00%
ATTACHMATEWRQ	1.25%
AUTODESK	1.25%
BARRACUDA	1.25%
BMC SOFTWARE	1.00%
CISCO	1.25%
CITRIX	1.25%
COMMVault SYSTEMS	1.25%
COMPUTER ASSOCIATES	1.25%
COREL	1.25%
EMC SOFTWARE	1.25%
HEWLETT PACKARD	1.25%
HUMMINGBIRD COMMUNICATIONS, LT	1.25%
IBM PASSPORT ADVANTAGE	1.00%
KRONOS SOFTWARE	1.25%
MCAFFEE	1.00%
MICROSOFT	0.75%
NOVELL	1.00%
ORACLE	1.25%
SOPHOS	1.25%
SYMANTEC	1.00%
TREND MICRO INC.	1.25%
VMWARE	1.25%
WEBSense INC.	1.00%

	SHI WSCA Pricing
Additional Services	
Sr. Solutions Architect - Software	\$ 220.00
Solution Architect - Software	\$ 182.00
Sr. Consultant - Software	\$ 143.00
Consultant	\$ 110.00
Associate Consultant - Software	\$ 83.00
Sr. Project Manager - Software	\$ 220.00
Project Manager - Software	\$ 182.00
Sr. Engagement Manager - Software	\$ 220.00
Customer Reports	
Baseline Tier 1 Publisher - 0 to 1,000 Devices	\$4,000
Baseline - Tier 1 Publisher -1001 and above	See Attached
Managed Service - Tier 1 Publishers (Up to 10 for 1 Year) 0-1,000 Devices	\$12,000
Managed Service - Tier 1 Publishers (Up to 10 for 1 Year) 1001 and above	See Attached

Managed Service and Discovery - Tier 1 Publishers (Up to 10 for 1 Year) 0-1,000 Devices	\$14,000
Managed Service and Discovery - Tier 1 Publishers (Up to 10 for 1 Year) 1001 and above	See Attached
Cloud	
Managed Private Cloud (vCore100) 1 or 2 Year Agreement - Monthly Commitment	\$8,000.00
Managed Private Cloud (vCore400) 1 or 2 Year Agreement - Monthly Commitment	\$270,000.00
Managed Private Cloud (vCore2000) 1 or 2 Year Agreement - Monthly Commitment	\$129,000.00
Managed Private Cloud (vCore100) 3 Year Agreement - Monthly Commitment	\$6,000.00
Managed Private Cloud (vCore400) 3 Year Agreement - Monthly Commitment	\$19,000.00
Managed Private Cloud (vCore2000) 3 Year Agreement - Monthly Commitment	\$89,000.00
Multi-Tenet Cloud IaaS	See Attached

NOTE: All Software Publisher may be included even if not listed. Please contact SHI for quote.

Conditions:

1. **Overview:** The intent of this contract is to incorporate all software purchases under this contract when feasible. Consolidating purchases to one contract provides for better license tracking, reporting and better knowledge of all software purchases. There may be occurrences when it is not feasible to utilize this contract for software purchases, such as there are significant savings by buying direct from the publisher or when the publishers refuses to utilize a reseller. In such instances, agencies should submit a request for an off-contract purchase via the Prior Authorization form (<http://www.da.ks.gov/purch/PriorAuthForm.doc>) to the Division of Purchases' Procurement Officer.
2. **Delivery:** If physical delivery is required, delivery shall be within seven (7) days after receipt of order. Should the requested item be on backorder, the Contractor shall notify the agency of the backorder status.
3. **Reporting:** Reporting functions are available from the Contractor identifying numerous activities, such as past purchases, order status, and maintenance expiration dates. Contact **David Rounds** to discuss your options.
4. **State Credit Card:** Presently, many State Agencies use a Procurement Card (Visa) in lieu of a state warrant to pay for some of its purchases. SHI may include the transaction fee of **no more than 2.45%** if the agency chooses to utilize the Procurement Card (PC). Such processing shall be included in the cost of the product.

SHI's cost is defined as SHI's acquisition cost and would include: Inbound freight, handling fees and/or order fees that have been charged to SHI – SHI does not initiate or add any self-imposed fees.
Any third party fees associated with the transaction, such as Credit Card Fees or transaction fees would be included.
5. **Quarterly Reports:** **Quarterly Reports:** The Contractor shall file a quarterly report showing each state agency or political subdivision making purchases under this contract. Reports are due no later than 30 days after the end of each calendar quarter and shall correlate with figures submitted as Administrative Fees (see Terms and Conditions). Above referenced reports are to be filed with the Division of Purchases Open Records Officer or his/her designee located at 900 SW Jackson, Room 102N, Topeka, KS 66612-1286. Reports may also be required to be submitted to the specific using agency.

Electronic files shall be e-mailed to the following e-mail address: reports@da.ks.gov, in Microsoft® Excel or Microsoft® Access Database format.

The required reporting format may be found on the Division of Purchases website at <http://da.ks.gov/purch>, under "Purchasing Forms".

Report Types – Reports shall be available reflecting the following information. Agencies and the Division of Purchases reserve the right to request additional information.

- **Sales Summary** -- Report shall include a list of agencies and political subdivisions who have used the contract, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
 - **Items Sold** -- Report shall include a list of items sold to agencies and political subdivisions, indicating the contract price and using agency, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
 - **Items Sold, by Agency** – Same as above, except sorted by agency.
6. **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 (1) 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. **The Contractor shall match a lower price from specific competitors provided that the price is not below the Contractor's cost.**
7. **Administrative Fee:** The Contractor shall pay a ¼% **Administrative Fee** on all purchases (including political subdivisions) made against this contract. **The fee is included in the cost 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.
8. **Conditions of Contract:** The terms and conditions of award are incorporated by reference and include the Participating Addendum between the Contractor and State of Kansas and the Western States Contracting Alliance (WSCA) Master Price Agreement which are attached documents.

CONTRACT AWARD

Date of Award: July 21, 2010

Contract Number: 13088AA

PR Number: 018242

Replaces Contract: NEW

Procurement Officer: Tami Sherley
Telephone: 785-296-3122
E-Mail Address: tami.sherley@da.ks.gov
Website: <http://da.ks.gov/purch>

Item: Professional Services

Agency: Department of Administration, Office of Information Technology Services (OITS)

Period of Contract: Date of Award through June 30, 2014
(with the option to renew for one (1) additional one (1) year period)

Contractor: Alexander Open Systems
1000 S. Kansas Ave.
Topeka, KS 66614
Toll Free Telephone: 800-473-1110
Local Telephone: 785-228-2700
Cell Telephone: 785-220-9805
Fax: 785-228-9677
FEIN: 48-1119310
Vendor ID: 0000056429
Contact Person: Mitt Winter
Email: mitw@aos5.com

Contractor Information: <http://www.da.ks.gov/purch/adds/13088-ContractorList.xls>

Amendments: Amendment 1—Contract renewal through June 30, 2014

Prices: See following page

Payment Terms: Net 30

Political Subdivisions: Pricing is available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies may not use State of Kansas Business Procurement Card for purchases from this contract.

Administrative Fee: No Administrative Fee will be assessed against purchases from this contract.

Prices:

Job Title	Hourly Rate	Notes:
Network Planning		
_ CCIE level Systems Eng	\$195 per hour	less than \$5,000 engagement
_ CCIE level Systems Eng	\$190 per hour	\$5,000-\$10,000 engagement
_ CCIE level Systems Eng	\$185 per hour	\$10,000-\$25,000 engagement
_ CCIE level Systems Eng	\$180 per hour	\$25,000-\$50,000 engagement
_ CCIE level Systems Eng	\$175 per hour	\$50,000 and larger engagement
Network Design		
_ CCIE level Systems Eng	\$195 per hour	less than \$5,000 engagement
_ CCIE level Systems Eng	\$190 per hour	\$5,000-\$10,000 engagement
_ CCIE level Systems Eng	\$185 per hour	\$10,000-\$25,000 engagement
_ CCIE level Systems Eng	\$180 per hour	\$25,000-\$50,000 engagement
_ CCIE level Systems Eng	\$175 per hour	\$50,000 and larger engagement
Implementation and Validation		
_ CCIE level Systems Eng	\$195 per hour	less than \$5,000 engagement
_ CCIE level Systems Eng	\$190 per hour	\$5,000-\$10,000 engagement
_ CCIE level Systems Eng	\$185 per hour	\$10,000-\$25,000 engagement
_ CCIE level Systems Eng	\$180 per hour	\$25,000-\$50,000 engagement
_ CCIE level Systems Eng	\$175 per hour	\$50,000 and larger engagement
Installation		
_ CCIE level Systems Eng	\$195 per hour	less than \$5,000 engagement
_ CCIE level Systems Eng	\$190 per hour	\$5,000-\$10,000 engagement
_ CCIE level Systems Eng	\$185 per hour	\$10,000-\$25,000 engagement
_ CCIE level Systems Eng	\$180 per hour	\$25,000-\$50,000 engagement
_ CCIE level Systems Eng	\$175 per hour	\$50,000 and larger engagement
Integration		
_ CCIE level Systems Eng	\$195 per hour	less than \$5,000 engagement
_ CCIE level Systems Eng	\$190 per hour	\$5,000-\$10,000 engagement
_ CCIE level Systems Eng	\$185 per hour	\$10,000-\$25,000 engagement
_ CCIE level Systems Eng	\$180 per hour	\$25,000-\$50,000 engagement
_ CCIE level Systems Eng	\$175 per hour	\$50,000 and larger engagement
AOS Microsoft GOLD Level Systems Engineer integration support is at same billing rate.		
Test and Evaluation		
_ CCIE level Systems Eng	\$195 per hour	less than \$5,000 engagement
_ CCIE level Systems Eng	\$190 per hour	\$5,000-\$10,000 engagement
_ CCIE level Systems Eng	\$185 per hour	\$10,000-\$25,000 engagement
_ CCIE level Systems Eng	\$180 per hour	\$25,000-\$50,000 engagement
_ CCIE level Systems Eng	\$175 per hour	\$50,000 and larger engagement
Operation and Maintenance		
_ CIE level Systems Eng	\$195 per hour	less than \$5,000 engagement
_ CCIE level Systems Eng	\$190 per hour	\$5,000-\$10,000 engagement
_ CCIE level Systems Eng	\$185 per hour	\$10,000-\$25,000 engagement
_ CCIE level Systems Eng	\$180 per hour	\$25,000-\$50,000 engagement
_ CCIE level Systems Eng	\$175 per hour	\$50,000 and larger engagement

If through discussion with OITS and AOS, it is jointly agreed upon that some of the UCC projects tasks can be performed by an AOS Sr. Systems Engineer, rather than a CCIE level AOS Systems Engineering Consultant, the following hourly rates will apply.

_Sr.Systems Eng. level Systems Eng	\$160 per hour	less than \$5,000 engagement
_Sr.Systems Eng. level Systems Eng	\$155 per hour	\$5,000-\$10,000 engagement
_Sr.Systems Eng. level Systems Eng	\$150 per hour	\$10,000-\$25,000 engagement
_Sr.Systems Eng. level Systems Eng	\$140 per hour	\$25,000-\$50,000 engagement
_Sr.Systems Eng. level Systems Eng	\$135 per hour	\$50,000 and larger engagement

Terms and Conditions:

1. **Contract Documents:** This Request and any amendments and the response and any amendments of the Contractor shall be incorporated along with the DA-146a into the written contract which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA-146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the Request for Proposal (RFP) including any and all addenda; and
- Contractor's written proposal submitted in response to the RFP as finalized.

2. **Contract:** The Contractor shall be required to enter into a written contract with the State. The contractor agrees to accept the provisions of form DA-146a (Contractual Provisions Attachment) which is incorporated into all contracts with the State and is attached to this Contract.

3. **Contract Formation:** No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the Contractor.

4. **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

Kansas Division of Purchases
800 SW Jackson St, Suite 600
Topeka, Kansas 66612-1286
RE: Bid number 13088

or to any other persons or addresses as may be designated by notice from one party to the other.

5. **Termination for Cause:** The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract; or
- the Contractor provides substandard quality and/or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

6. **Termination for Convenience:** The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.
7. **Debarment of State Contractors:** Any contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Request may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes.
8. **Rights and Remedies:** If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

9. **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.
10. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.
11. **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

12. **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

13. **Subcontractors:** The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The

Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

The State of Kansas requires tax information regarding all subcontractors be disclosed on the Signature Sheet, indicating company name, contact information and tax number. Additional pages may be added, as required. (See Tax Clearances, Page 3)

14. **Proof of Insurance:** Upon request, the contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the Division of Purchases.
15. **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and who are providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.
16. **Confidentiality:** The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.
17. **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.
18. **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
19. **Hold Harmless:** The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.
20. **Care of State Property:** The Contractor shall be responsible for the proper care and custody of any state-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.
21. **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

22. **Retention of Records:** Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to the state.

23. **Antitrust:** If the Contractor elects not to proceed, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.
24. **Modification:** This contract shall be modified only by the written agreement of the parties with the approval of the PNC. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.
25. **Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

26. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.
27. **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.
28. **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.
29. **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Topeka, Shawnee County, Kansas, unless otherwise specified and agreed upon by the State of Kansas.
30. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the State is a party.
31. **Mandatory Provisions:** The provisions found in Contractual Provisions Attachment (DA-146a) which is attached are incorporated by reference and made a part of this contract.
32. **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.
33. **Criminal Or Civil Offense:** Any conviction for a criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this contract that indicates a lack of business integrity or

business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in termination of the contract.

34. **Injunctions:** Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, contractor shall not be entitled to make or assert claim for damage by reason of said delay.
35. **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.
36. **Materials and Workmanship:** The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.

The contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Division of Purchases said issue is due to imperfection in material, design, workmanship or contractor fault.

37. **Industry Standards:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.
38. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request. **The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Contractor's price.**

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

39. **Accounts Receivable Set-Off Program:** During the course of this contract if the contractor is found to owe a debt to the State of Kansas, agency payments to the contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the contractor. The contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes contractors against debts owed by the contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

40. **Definitions:** A glossary of common procurement terms is available at <http://da.ks.gov/purch>, under "Purchasing Forms".
41. **Definite Quantity Contract:** This Request is for a close-ended contract between the contractor and the State to furnish a predetermined quantity of a good or service in a given period of time.

4. **HIPAA Confidentiality:** Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement.

43. **Off-Shore Sourcing:** If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Division of Purchases and the respective agency in writing, indicating the desired new location and the percentage of work that would be relocated. The Director of Purchases must approve any changes prior to the work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract.

44. **Prices:** Prices shall remain firm for the entire contract period and subsequent renewals. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract.

45. **Payment:** Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the Contract.

46. **Unit Pricing:** Each item required by the bid must be individually priced (i.e. priced per single unit) and be able to be ordered individually.

47. **Upgrades:** Bidders shall indicate the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for the equipment bid. If the upgrades are provided without cost, this should be indicated.

48. **Subcontractors:** The State of Kansas requires tax information regarding all subcontractors be disclosed on the Signature Sheet, indicating company name, contact information and tax number. Additional pages may be added, as required. (See Tax Clearances, Page 3)

49. **Acceptance:** No contract provision or use of items by the State shall constitute acceptance or relieve the contractor of liability in respect to any expressed or implied warranties.

50. **Ownership:** All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

51. **Software Code and Intellectual Property Rights:** As applicable, all original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall become the sole property of the State of Kansas. The Contractor will surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software and/or software code and related intellectual property to the state entity for which it was developed.

52. **Data:** Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by the State.
53. **Certification of Materials Submitted:** The response to this request, together with the specifications set forth herein and all data submitted by the contractor to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.
54. **Inspection:** The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of this Request.
55. **Vendor Contracts:** Include a copy of any contracts, agreements, licenses, warranties, etc. proposed. (State of Kansas form DA-146a remains a mandatory requirement in all contracts.)
46. **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 contractor 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.
57. **Transition Assistance:** In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

Scope of Services / Work Breakdown Structure (WBS)

In their technical proposal, bidders shall demonstrate their ability furnish some or all of the following representative UCC services:

- Network Planning
- Network Design
- Implementation and Validation
 - Installation
 - Integration
 - Test and Evaluation
- Operation and Maintenance (O&M)

Network Planning: The Contractor shall assist with the identification of Preliminary Network Requirements based on OITS goals and following a design methodology that includes:

- Consider agency user needs and requirements
- Audit existing network for integrity and quality
- Characterize existing network behavior and performance
 - traffic records
 - congestion and bottlenecks
 - packet loss
 - Latency and Jitter
- Baseline the existing network for upgrade limitations
- Evaluate where the UCC network will be installed
- Assess the status of design documentation
- Determine OCS integration parameters and solutions
- Identify intelligent network service requirements
 - Quality of Service (QoS)
 - Class of Service (CoS)
 - Network Security
 - Network Management
 - IP multicast services: video teleconferencing (VTC), Inter-active Distance Learning (LDL)
- Determine network reliability requirements (0.9999 or 0.99999)

Jointly with OITS, the Contractor shall identify agency user needs and requirements. This needs analysis ensures that the technical design will satisfy the organizational goals and constraints of the State entities. Both applications and network services shall be considered for both current and future needs.

The Contractor shall assist OITS to determine what parts of the existing infrastructure can be salvaged, and which parts of the network must be replaced with new technology or design.

Throughout the engagement, the Contractor may be requested to furnish typical Planning and Engineering (P&E) deliverables such as:

- **UCC Feasibility Studies:** Perform jointly with OITS various feasibility analyses for the purpose of developing a solution that best satisfies the UCC needs for the State. Feasibility studies will include engineering trade-off evaluations and cost-benefit tradeoff analyses based on the State's existing infrastructure. Other considerations include affordability, performance, availability, manageability, scalability and related factors. Cost-benefit assessments shall include equipment purchase cost, software licensing, maintenance agreements, on-going training and other considerations. Studies shall address the time-to-deploy implications of various technical alternatives to ensure a solution can be implemented in accordance with OITS strategic plans.

- **Network Requirements:**
 - Prepare jointly with OITS both the functional and design specification requirements for the UCC Network;
 - Consider the benefits and risks associated with both single-vendor and multi-vendor UCC solution(s).

Network Design: Following the development of Preliminary UCC Network Requirements, jointly with OITS design the final network to satisfy all UCC System requirements.

Typical areas of engineering focus include but are limited to:

- Evaluate network hardware and software
- Develop physical topology including OCS integration
- Establish routing design and protocols
- Design for established network reliability
- Define the security requirements including firewall design
- Evaluate data network convergence
- Incorporate future growth and demands
- Take maximum advantage of networking technologies such as MPLS AVPN
- Define supporting physical design requirements
 - Floor space
 - Power including PoE
 - HVAC
 - Wire and cabling
- Document the UCC network design (see "Deliverables")
- Evaluate the status of project delivery
- Assess implementation readiness

Throughout the engagement, the Contractor may be asked to furnish typical network design deliverables such as:

- **UCC Network Diagram and Interface Control Drawing:** Provide a complete network architecture diagram(s) and supporting Interface Control Drawings (ICDs) including the identification of all external connection interfaces.
- **UCC Inventory Identification Matrix.** Create an inventory identification matrix for all equipment (hardware and software). As a minimum this shall include the make, model, description, serial number, release/revision, and physical location address for the entire VoIP System installed base. The completed Inventory Identification Matrix shall be furnished in both soft copy (spreadsheet) and hard copy (printed) formats to the Government's Project Manager.
- **UCC System Test Plans.** The Contractor shall prepare jointly with OITS a UCC System Test Plan.
- **Engineering Reviews.** Due to the complexity of this UCC project, there are three (3) major design milestones:
 - **Preliminary Design Review (PDR)**
 - **Critical Design Review (CDR)**
 - **Final Design Review (FDR)**

Implementation and Validation: UCC implementation includes:

- Lab exercises
- Model Office showcase
- Pilot Site
- Limited Deployment
- Full Scale Deployment (FSD)

Installation

- Jointly with OITS, develop the Methods of Procedure (MOP) for the Installation and initial checkout of all new UCC hardware and software.
- Include in the MOP the method for removing existing hardware and/or software with the proper disposition of this

legacy equipment. The MOP shall include typical information such as:

- Work to be performed
 - Who is to perform the work
 - Skill level
 - Start/Finish Dates
 - Notification of any affected co-location facilities
 - Equipment to be Added (A), Removed (R), Changed (C), Modified (M)
 - Location of the above equipment by address, floor, bay, rack, shelf....
 - List all applicable documents such as diagrams, drawings, manuals, bulletins, flashes, warnings...
 - Instructions for service interruptions or degradation
 - Contacts with reach numbers in event of emergency
 - Back-out procedures and instructions
 - Instructions for power-up and/or dry runs (leading to Integration and Test)
 - Red-lining of all applicable documentation to record final as-built configuration
 - Acceptance approvals.
- The Contractor may be asked to furnish resources for the installation and/or removed of new hardware and software. Contractor resources shall have appropriate levels of experience, skill and certification to perform the task(s).

Integration

Integration differs from Installation. While installation focuses on physically placing or removing hardware, integration involves powering up equipment and verifying the functionality and interoperability of various UCC System components. Jointly with OITS, the Contractor shall develop the MOP for the Integration and initial checkout of all new UCC subassemblies. The MOP shall include typical information such as:

- Work to be performed
- Who is to perform the work
- Skill level
- Start/Finish Dates
- Notification of any affected co-location facilities
- Equipment to be Added (A), Removed (R), Changed (C), Modified (M)
- Location of the above equipment by address, floor, bay, rack, shelf....
- List all applicable documents such as diagrams, drawings, manuals, bulletins, flashes, warnings...
- Instructions for service interruptions or degradation
- Contacts with reach numbers in event of emergency
- Back-out procedures and instructions
- Instructions for test, troubleshooting and validation
- Red-lining of all applicable documentation to record final as-built configuration
- Acceptance approvals.

Test and Evaluation

Test and Evaluation (T&E) applies to all phases of implementation, however, verification acceptance applies only once the UCC System is implemented. At the conclusion of installing each major component of the UCC System, the Contractor shall perform jointly with OITS a final Inspection, Test and Evaluation (IT&E) according to the mutually agreed to UCC Test Plan.

- **Test Categories.** The tests are categorized as either Critical or Non-critical according to the UCC System Test Plan.
- **Partial Acceptance.** If, during IT&E, the UCC System component successfully passes all Critical Tests, OITS may, at its discretion, partially accept the installed UCC System. Partial Acceptance allows the Provider certain provisions under the Terms and Conditions (T&C) of the contract.
- **Full Acceptance.** Once the VoIP System successfully passes all Critical Tests, the Government's Project Manager will unconditionally accept the system. The Full Acceptance allows the Provider to all provisions under the T&C of the contract.

Operation and Maintenance

During the Operation and Maintenance (O&M) phase of implementation, the Contractor shall work with OITS during continuous Lab Trials. The purpose of these Lab Trials is to validate existing architecture

performance, and evaluate architectural changes prior to field deployment. Lab Trials shall also be used to simulate certain network failures for the purpose of troubleshooting and repair of network elements.

Jointly with OITS, the Contractor shall develop the MOP for O&M of the UCC network. The MOP shall include typical information such as:

- Work to be performed
- Who is to perform the work
- Skill level
- Notification of any affected co-location facilities
- Equipment to be Added (A), Removed (R), Changed (C), Modified (M)
- Location of the above equipment by address, floor, bay, rack, shelf
- List all applicable documents such as diagrams, drawings, manuals, bulletins, flashes, warnings
- Instructions for service interruptions or degradation
- Contacts with reach numbers in event of emergency
- Back-out procedures and instructions
- Instructions for test, troubleshooting and validation
- Red-lining of all applicable documentation to record final as-built configuration
- Acceptance approvals.

Operate, Optimize and Refresh: The contractor shall monitor the integrity and quality of the network and services delivered. Network behavior shall be analyzed for key performance metrics of transmission errors, traffic, congestion, QoS, Cos for data, voice and video.

The Contractor shall troubleshoot network failures in order to ensure and preserve 0.9999 or 0.99999 reliability.

Deliverables:

Table 4: Typical Deliverables

WBS	Professional Service	Typical Deliverable(s)
	UCC Architecture Development	<ul style="list-style-type: none"> • Network Diagrams • Block Diagrams • Network Security
	UCC Network Engineering	<ul style="list-style-type: none"> • Feasibility Studies • Engineering Tradeoff Studies • Functional Specifications • Performance Specifications • Rack & Stack Analysis • Interface Control Documents (ICDs)
	Legacy System Migration	<ul style="list-style-type: none"> • Migration Strategy • Migration Methods and Procedure including back-out procedure
	System Installation	<ul style="list-style-type: none"> • Rack and Sack Layouts • Wiring Diagrams • Installation Procedure
	System Integration	<ul style="list-style-type: none"> • Equipment Staging Plan • Conduct Interoperability Tests
	System Test & Evaluation (T&E)	<ul style="list-style-type: none"> • Test Plans

		<ul style="list-style-type: none"> • Test Procedures • Conduct Tests • Test Reports
	Operations & Maintenance (O&M)	<ul style="list-style-type: none"> • General Policies and Procedures • Backup and Recovery Procedures • Moves Adds Changes (MAC) Method • Trouble Ticket Modifications
	UCC Training Planning with materials	<ul style="list-style-type: none"> • Introductory Overview Level • Technical Support Level • Engineering Level

UCC Training: Overall, the UCC Training Plan methodology is "train the trainer." The Contractor shall provide training for three distinct tracks: Executive Overview, Typical Users and Administrative Users as described below.

IT Support Training. The objective of this training is to instruct the State's IT staff in all aspects of the UCC System. The Provider shall furnish two (2) sequential sessions of 3-day hands-on IT Support Level classroom training in the State's facility. The second session will build on the content of the first session. Classroom attendance will be limited to no more than six (6) staff employees. Each attendee shall receive all necessary manuals, spec/cut sheets and other materials as appropriate during the instruction. The Contractor may use whatever media/materials appropriate for the training.

Executive Management Level Training. The objective of this training is to instruct executives, supervisors and their assistants in all features of the UCC system. Classroom attendance will be limited to no more than ten (10) employees. Each attendee shall receive manuals and materials during the instruction. The Contractor shall furnish two (2) separate sessions of 4-hour hands-on Executive Management Level classroom training in the State's facility. The content of the sessions will be identical. The Contractor shall use media/materials appropriate for the training.

Typical User Level Training. The objective of this training is to instruct typical users in all features of UCC System. Classroom attendance will be limited to no more than twenty (20) staff employees. The Contractor shall furnish four (4) separate sessions of 2-hour hands-on Typical User Level classroom training in the State's facility. The content of the sessions will sequentially build on the knowledge of previous sessions. Each attendee shall receive appropriate materials during the instruction. The contractor shall use media/materials appropriate for the training.

Quality Assurance: The Contractor shall develop and implement a Total Quality Management (TQM) Plan that assures the UCC System performs fully to the requirements of the various UCC components. Typical provisions include:

- **Installer Qualifications.** The Contractor shall furnish installation personnel that are certified by the contractor of the UCC System equipment hardware and software.
- **Installation Assurance.** The Contractor shall furnish all test equipment necessary to assure that the UCC System performs as specified including the migration from any existing legacy Systems to the replacement UCC System.
- **Test and Evaluation (T&E) Qualifications.** The Contractor shall furnish test and turn-up personnel that are certified by the contractor of the equipment hardware and software.
- **Deliverable Acceptance.** A signed Letter of Acceptance is required for all deliverables acknowledging that the deliverable satisfies the requirements and best practices.

The Contractor shall ensure the proper delivery, storage and handling of UCC System components such as:

- **Product Delivery.** The Contractor shall deliver all products (hardware, software, manuals, documentation, and related articles) to the pre-designated secure storage area upon Authorization to Proceed (ATP) as directed by OITS. Typical examples may include wire/cabling including associated equipment racks/cabinets, patch panels, cross-connects, etc., associated with the UCC System installation.
- **Bill of Laden.** The Bill of Material (BOM) or bill of laden for any and all shipment of UCC System products shall include the State's purchase order number, as well as the make, model, and serial number for each piece of equipment.
- **Product Storage.** The UCC System products (hardware, software, manuals, documentation, and related articles)

shall be stored in the secure area pre-designated by DSC. The product shall be organized within the storage area in a manner that makes it easy to inventory, locate and remove product before and during UCC System installation. The product shall be stored in a manner that provides safety for room personnel and the equipment. For example, the product shall not be piled in a manner that crushes the product on the bottom of the pile. And product shall not be piled so high so that it might become unstable and fall on people.

- **Environmental Limitations.** The UCC System shall not be delivered or installed until wet work in spaces is complete and dry, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

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. 1-01), 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.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State 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 vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

AMENDMENT

Amendment Date: July 23, 2012

Amendment Number: 2

Contract ID: 10330AA

Procurement Officer: Greg Davis
Telephone: 785-296-2770
E-Mail Address: greg.davis@da.ks.gov
Web Address: <http://da.ks.gov/purch>

Item: Cisco Products and Support Services

Agency: Statewide

Period of Contract: January 1, 2013 through December 31, 2014
With the option to renew for one (1) or two-year (2) renewal periods
Renewals not to extend past December 31, 2018

Contractor: ALEXANDER OPEN SYSTEMS INC
12851 FOSTER ST STE 200
OVERLAND PARK KS 66213-2612
SMART ID: 56429
Toll Free: 800-473-1110
Telephone: 913-307-2380
FEIN: 48-1119310
Contact: Mit Winter (785-228-2727)
Email: mwinter@aos5.com

Conditions:

By mutual agreement of both parties, this contract is renewed for the period January 1, 2013 through December 31, 2014.

CONTRACT AWARD

Date of Award: August 30, 2007

Contract Number: 10330AA

PR Number: 014436

Replaces Contract: 02137

Procurement Officer: Greg Davis
Telephone: 785-296-2770
E-Mail Address: greg.davis@da.ks.gov
Web Address: <http://da.ks.gov/purch>

Item: Cisco Products and Support Services

Agency: Statewide

Period of Contract: August 1, 2007 through December 31, 2014
With the option to renew for one (1) or two-year (2) renewal periods
Renewals not to extend past December 31, 2018

Contractors: Alexander Open Systems, Inc.
12851 Foster St, Suite 200
Overland Park, KS 66213
SMART ID: 56429
Toll Free: 800-473-1110
Telephone: 913-307-2380
FEIN: 48-1119310
Contact: Mit Winter (785-228-2727)
Email: mwinter@aos5.com

GROUP #1 will cover purchases of equipment for entities connecting to the state communications network (KanWin) administered by the Office of Information Technology Services (OITS). All orders under this group shall either be placed by OITS directly or approved by OITS before acceptance by the Contractor. No other source for Cisco product shall be used for OITS-administered networks.

GROUP #2 will provide equipment and services to entities building or maintaining communications networks not administered by OITS (i.e. KanRen, KanEd). *Prior approval from OITS is not required for Group #2 purchases.*

Amendments: Amendment 1—Contract renewal through December 31, 2012
Amendment 2—Contract renewal through December 31, 2014

Payment Terms: Net 30

Political Subdivisions: Pricing **is** available to political subdivisions.

Procurement Cards: Agencies **may not** use State of Kansas Business Procurement Card for purchases from this contract.

Administrative Fee: Administrative Fee **will be** assessed against purchases from this contract.

Contractors and Pricing:

This is a multi-contractor contract. Please see the below link for contractor and pricing information.

<http://www.da.ks.gov/purch/adds/10330-Contractors&Pricing.doc>

Conditions:

State Credit Card: Presently, many State Agencies use a Business Procurement Card (Visa) in lieu of a state warrant to pay for some of its 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 contractor must deal directly with the political subdivision.

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

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.

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; contractor's 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.

Contract Formation: No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

Notices: All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

Kansas Division of Purchases
Contract Number 10330
900 SW Jackson St, Room 102N
Topeka, Kansas 66612-1286

or to any other persons or addresses as may be designated by notice from one party to the other.

Termination for Cause: The Director of Purchases may terminate this Contract, or any part of this Contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this Contract; or
- the Contractor provides substandard quality and/or workmanship;
- the Contractor fails to perform any of the provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

Termination for Convenience: The Director of Purchases may terminate performance of work under this Contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this Contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

Debarment of State Contractors: Any contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Contract may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes.

Rights and Remedies: If this Contract is terminated, the State, in addition to any other rights provided for in this Contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the Contract period services were provided to and/or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

Force Majeure: The Contractor shall not be held liable if the failure to perform under this Contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.

Waiver: Waiver of any breach of any provision in this Contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

Independent Contractor: Both parties, in the performance of this Contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this Contract.

Staff Qualifications: The Contractor shall warrant that all persons assigned by it to the performance of this Contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this Contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this Contract and/or damages.

Subcontractors: The Contractor shall be the sole source of contact for the Contract. The State will not subcontract any work under the Contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.

The State of Kansas requires tax information regarding all subcontractors be disclosed, indicating company name, contact information and tax number.

Proof of Insurance: Upon request, the contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the Division of Purchases.

Conflict of Interest: The Contractor shall not knowingly employ, during the period of this Contract or any extensions to it, any professional personnel who are also in the employ of the State and who are providing services involving this Contract or services similar in nature to the scope of this Contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this Contract or any extensions to it, any state employee who has participated in the making of this Contract until at least two years after his/her termination of employment with the State.

Confidentiality: The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this Contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this Contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Contract shall be disseminated by either party except as authorized by statute, either during the period of the Contract or thereafter. Contractor must agree to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this Contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

Nondiscrimination and Workplace Safety: The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this Contract.

Environmental Protection: The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this Contract.

Hold Harmless: The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this Contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this Contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to State property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

Care of State Property: The Contractor shall be responsible for the proper care and custody of any State owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this Contract, and Contractor will reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.

Prohibition of Gratuities: Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this Contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

Retention of Records: Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this Contract for a period of five (5) years from the date of the expiration or termination of this Contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the Contract period and during the five (5) year post contract period. Delivery of and access to the records shall be at no cost to the state.

Antitrust: If the Contractor elects not to proceed, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this Contract.

Modification: This Contract shall be modified only by the written agreement of the parties. No alteration or variation of the terms and conditions of the Contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

Assignment: The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this Contract without the prior written consent of the State.

This Contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

Third Party Beneficiaries: This Contract shall not be construed as providing an enforceable right to any third party.

Captions: The captions or headings in this Contract are for reference only and do not define, describe, extend, or limit the scope or intent of this Contract.

Severability: If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Contract shall not be affected and each provision of this Contract shall be enforced to the fullest extent permitted by law.

Governing Law: This Contract shall be governed by and construed in accordance with the procedural and substantive laws of the State of Kansas.

Jurisdiction: The parties shall bring any and all legal proceedings arising under this Contract in the State of Kansas, District Court of Shawnee County. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the State is a party. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State 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. Contractor shall be responsible for all the State's reasonable attorney's fees, costs and expenses related to Contractor's negligence or breach of Contractor's obligations under the Contract. Contractor waives all defenses of lack of personal jurisdiction and forum non conveniens. Process may be served on Contractor in the manner authorized by applicable law or court rule.

Mandatory Provisions: The provisions found in Contractual Provisions Attachment (DA-146a) are incorporated by reference and made a part of this Contract.

Integration: This Contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Contract between the parties shall be independent of and have no effect on any other contracts of either party.

Criminal Or Civil Offense: Any conviction for a criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this Contract that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in termination of the Contract.

Injunctions: Should Kansas be prevented or enjoined from proceeding with the acquisition before or after Contract execution by reason of any litigation or other reason beyond the control of the State, contractor shall not be entitled to make or assert claim for damage by reason of said delay.

Statutes: Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the Contract shall be amended to make such insertion or correction.

Materials and Workmanship: The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Division of Purchases said issue is due to imperfection in material, design, workmanship or Contractor fault.

Industry Standards: If not otherwise provided, materials or work called for in this Contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

Federal, State and Local Taxes: Contract prices shall include all applicable federal, state and local taxes. The contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this contract. **The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases.**

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

Accounts Receivable Set-Off Program: During the course of this Contract if the contractor is found to owe a debt to the State of Kansas, agency payments to the contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the contractor. The contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes contractor against debts owed by the contractors to the State of Kansas. Payments setoff in this manner constitutes lawful payment for services or goods received. The contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

Data Confidentiality: Many state agencies and local units of government are covered by stringent statutory requirement for data and information confidentiality, privacy, and security. In almost all cases these requirements will devolve upon the Contractor. Therefore Contractor is not permitted to use or disclose information it may receive or handle in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the confidentiality, security, and privacy of information. Unless the Contractor has the customer's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement

Prices: The discount levels indicated herein shall remain firm for the entire Contract period and subsequent renewals. Resulting prices shall be net delivered, including all trade, quantity and cash discounts. Any underlying price alterations (Cisco's applicable list price) available during the Contract period shall be offered to the State of Kansas. Failure of the contractor to pass through all price reductions or price incentives made available by Cisco to customers generally may result in termination of the Contract.

Payment: Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon The Kansas Prompt Payment Act [K.S.A. 75-6403(b)]. This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Shipping and F.O.B. Point: Discounted prices are F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price), which means delivered to a state agency's receiving dock or other designated point without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Deliveries: All orders shall be shipped FOB destination, prepaid and allowed, within thirty (30) days ARO, clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the ordering agency of the revised delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform the Division of Purchases of any supply or delivery problems. Continued delivery problems may result in termination of the Contract.

Charge Back Clause: If the Contractor fails to deliver the product within the delivery time quoted on the Contract, the State reserves the right to purchase the product from the open market and charge back the difference between Contract price and open market price to the Contractor.

Quarterly Reports: All Contractors shall file a quarterly report showing each state agency or political subdivision making purchases under this Contract. Reports are due no later than 30 days after the end of each calendar quarter and shall correlate with figures submitted as Administrative Fees.

Above referenced reports are to be filed with the Division of Purchases Open Records Officer or his/her designee located at 900 SW Jackson, Room 102N, Topeka, KS 66612-1286. Reports may also be required to be submitted to the specific using agency.

Electronic files shall be e-mailed to the following e-mail address: reports@da.ks.gov, in Microsoft® Excel or Microsoft® Access Database format.

The required reporting format may be found on the Division of Purchases website at <http://da.ks.gov/purch>, under "Purchasing Forms".

Report Types – Reports shall be available reflecting the following information. Agencies and the Division of Purchases reserve the right to request additional information.

- **Sales Summary** -- Report shall include a list of agencies and political subdivisions who have used the Contract, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- **Items Sold** -- Report shall include a list of items sold to agencies and political subdivisions, indicating the Contract price and using agency, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- **Items Sold, by Agency** – Same as above, except sorted by agency.

Quarterly Report Contact Information: Contact information shall be provided for use should the State of Kansas need to contact the appropriate officials within your company to discuss the issue of quarterly reports.

Equipment: All proposed equipment, equipment options, and hardware expansions must be identified by manufacturer and model number and descriptive literature of such equipment must be submitted upon request.

Implied Requirements: All products and services not specifically mentioned, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified as well.

Warranty: Contractors shall pass through without alteration the full manufacturer's warranty for all equipment, hardware, software, and services proposed. This warranty shall be included in the cost of the equipment.

The Contractor will be the sole original point of contact on any problems with the equipment or systems during the warranty period.

The Contractor shall be responsible for all work performed under this contract. The Contractor shall make good, repair and replace, at the Contractor's own expense, as may be necessary, any defective work, material acceptance, if in the opinion of agency and/or Division of Purchases said defect is due to imperfection in material, design, or workmanship for the warranty period specified.

Acceptance: No Contract provision or use of items by the State shall constitute acceptance or relieve the contractor of liability in respect to any expressed or implied warranties.

Ownership:

- a. All original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract, shall become the sole property of the State of Kansas. The Contractor shall surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software and/or software code and related intellectual property to the state entity for which it was developed.
- b. All rights inherent to property ownership, such as, but not limited to copyrights, trademarks, and patents shall be vested solely with the State.
- c. The work product ownership provisions of any subcontract or any Task Order issued pursuant to this Contract shall be substantially similar to the provisions of this section.

Data: Any and all data required to be provided at any time during contract term shall be made available in a format as requested and/or approved by the State.

Inspection: The State reserves the right to reject, on arrival at destination, any items which do not conform with the specifications of this Contract.

New Materials, Supplies or Equipment: Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

Administrative Fee: Contractor(s) shall pay a 1/2% Administrative Fee on all purchases (including those made by political subdivisions) made against this Contract. **The fee shall be included in the discounted cost of the goods or services.** The Administrative Fee shall be based on 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 shall be paid within 30 days following the end of each calendar quarter. Fees paid under this mandate shall correlate with figures submitted on the quarterly reports.

Transition Assistance: In the event of Contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

NOTIFICATION OF COOPERATING SCHOOL DISTRICTS OF GREATER KANSAS CITY IT CONTRACT

July 1, 2012

CONTRACT TITLE: Cooperating School Districts of Greater Kansas City IT Contract # C062512

CURRENT CONTRACT PERIOD: JULY 1, 2012 THROUGH JUNE 30, 2018

BUYER INFORMATION:

Name	DR. GAYDEN CARRUTH
Phone	816-753-7275
Email address	gcarruth@csdgkc.org

RENEWAL INFORMATION	Original Contract Period	Annually Renewable
	7/1/2012 through 6/30/2018	After 2018

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR PUBLIC SECTOR USE ONLY.
PURCHASES FOR PERSONAL USE ARE PROHIBITED.

THE USE OF THIS CONTRACT IS FOR SCHOOL DISTRICTS, UNIVERSITIES & ALL PUBLIC SECTOR.

Instructions for use of this contract, specifications, requirements, and pricing are attached.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	COOP PROCUREMENT
CO62512	AOS	<p>ALEXANDER OPEN SYSTEMS, INC.</p> <p>Columbia 2415 Carter Lane Providence Point, Suite 1 Columbia, MO 65201</p> <p>Springfield 636 West Republic Road, Unit F100 Springfield, MO 65807</p> <p>St. Louis 1855 Bowles Ave, Suite 105 Fenton, MO 63026</p> <p>Toll Free: 800-473-1110 Fax: 636-686-1010</p>	YES

ALEXANDER OPEN SYSTEMS CONTACT INFORMATION FOR CONTRACT CO62512

Name	Title	Phone	Email
Chris Alexander	Principal	800-473-1110	Chris.Alexander@aos5.com
Tom Boehmer	VP of Sales, Springfield	417-799-0736	Tom.Boehmer@aos5.com
Jason Harris	VP of Sales, St. Louis/Columbia	573-441-5601	Jason.Harris@aos5.com
Matt Cussigh	President, KC Metro	800-473-1110	Matt.Cussigh@aos5.com

1. Mandatory Use of Contract:

It is optional to utilize this contract. To utilize this contract, the Letter of Notification needs to be signed by Customer.

2. General Information:

2.1 AOS shall provide products and services, including pre-sales support, installation, engineering, help-desk/telephone/electronic support, maintenance, and professional services for any educational entity of the Cooperating School Districts of Greater Kansas City (CSDGKC), or other public entity or educational organization, in accordance with the terms and conditions defined herein. "Customer" as used herein, refers to Cooperating School Districts of Greater Kansas City or any entity purchasing under this procurement contract.

2.2 The acquisition of professional services is intended to support the design, acquisition and implementation of the Customer's technology applications and in concert with the provision of products acquired under the contract.

~~2.3 Any service work that might require prevailing wage determinations from the Missouri Department of Labor Standards shall not be performed under this contract.~~

2.4 The Customer reserves the right to lease/purchase equipment under the contract.

2.5 AOS shall provide new and unused equipment and accessories (equipment/accessories only certified as new shall not be acceptable) made of first class materials. Used, remanufactured, or refurbished equipment shall not be acceptable.

2.6 AOS must provide all promotional and trade-in pricing to the Customer if applicable.

2.7 AOS must provide equipment that is equipped with the latest software release version, unless a Customer requests an alternative software version be installed on the equipment.

2.8 The shipping company or Manufacturer shall be responsible for replacing any item received in damaged condition at no cost to the Customer. This includes all shipping costs for returning non-functional items to AOS for replacement. This must be done within a reasonable time, seven to fourteen days, from receiving the product.

2.9 When the Customer places an order for products, installation, training, and maintenance with AOS they shall pay the price that is indicated in the contract.

2.10 The Customer may make advance deposits/payment for hardware maintenance and software maintenance (upgrades/new releases/technical support-type agreements) only.

3. Single Point of Contact:

3.1 AOS must function as the single point of contact for the Customer, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all hardware, software and services provided.

4. Pre-Sales Support:

4.1 AOS' account management team shall provide pre-sales design to the Customer to allow the Customer to process an order, including, but not limited to, current and new product information, and product pricing. Once AOS has provided enough pre-sales design and engineering support for the Customer to place an order, AOS may charge for any additional on-site design and engineering support, if approved by the

Customer. The contract must provide pre-sales design and engineering support on-site, by telephone, and by email.

4.2 Telephone and email pre-sales design and engineering support: AOS will provide all telephone and email responses to pre-sales design and support requests within a reasonable amount of time after requested by the Customer.

4.3 On-site pre-sales design and engineering support: It shall be at the Customer's sole discretion to determine whether on-site pre-sales design and support is necessary. If the Customer determines on-site pre-sales design and engineering support is necessary, AOS must notify the Customer before any billable on-site pre-sales support is performed. AOS must utilize the firm, fixed professional service rates identified herein for all billable pre-sales support provided.

5. Installation:

5.1 AOS may provide installation services for new systems upon request by the Customer. If the equipment is considered to be user-installable, AOS may provide installation assistance (e.g. telephone support), if requested.

6. Training:

6.1 AOS does not provide formal training.

7. Warranty:

7.1 AOS must provide the available warranties from Manufacturers. Warranties shall commence upon delivery and acceptance at the Customer facility.

8. Delivery:

8.1 Customer is responsible for shipping unless the Regional AOS President authorizes FOB included for a project, a purchase or a specific Customer.

8.2 Expedited Shipping: Expedited freight charges are a result of the Customer requesting expedited shipping (e.g. overnight, 2nd day service, etc.). Any such requests shall be in writing from the Customer and will be billed to the Customer.

8.3 Delivery Timeframes: AOS must deliver all products within thirty (30) calendar days after the contractor's receipt of a properly authorized purchase order unless the timeframe specified on the vendor website or as quoted to the Customer by the account management team at the time of order indicates otherwise.

8.4 AOS must notify the Educational Entity of a later delivery date should the actual delivery days exceed that which was previously specified. The Customer must authorize the late delivery, cancel the order, or modify the order to reflect an acceptable product substitution. Any such authorizations shall be in writing.

a. Damaged Product: The shipping company, Manufacturer or Distributor shall be responsible for replacing any item received in damaged condition at no cost to the Customer. This includes all shipping costs for returning non-functional items to AOS for replacement.

9. Account Management:

- 9.1 AOS must provide current product and pricing information to Customer through an account management team. AOS shall assign an account management team to the Customer to ensure adequate oversight and ample support in assisting the Customer's needs.
- 9.2 Account Management Team: The account management team must consist of knowledgeable sales specialists who are reasonably available in all locations of the Customer where the Customer maintains a presence.
- 9.3 Product/Pricing Assistance: The account management team must be able to assist Customer in obtaining product information, availability, pricing, and answering general questions about product compatibility, usability, etc.
- 9.4 Team Accessibility: The account management team must be accessible by both telephone and email between the hours of 8 a.m. and 5 p.m. Central Time, Monday through Friday, excluding holidays.

10. Pricing:

- 10.1 Product and Maintenance Pricing: AOS shall invoice the Customer for all products provided under the contract based upon a firm, fixed discount off of the contract. Each quotation must include, at a minimum, the following information:
- Date the quote is generated;
 - Appropriate Customer information (i.e. Customer number/identifier, address, etc.);
 - Product description;
 - Requested product quantity;
 - Product unit price; and
 - Quotation total price.
- 10.2 Professional Services Pricing: AOS shall invoice the Customer for all services provided under the contract in accordance with the pricing in the contract.
- ~~10.3 Spot pricing is allowed under this contract. Spot pricing must meet or exceed discounts listed in this contract.~~
- 10.4 This contract has a Cooperative Purchasing Clause which allows other Educational Cooperatives, School Districts, Universities and Municipalities- any authorized Public Sector entity, to utilize this contract.

11. Order Processing:

- 11.1 Order Information: Except as otherwise noted in herein, the Customer shall generate a purchase order based on product quotes obtained from the account management team or through product/pricing information obtained via the contractor's website. The Customer shall specify, at a minimum, the following information:
- Contract number;
 - Order number;
 - Customer number/identifier (if applicable);
 - Customer contact (Educational Entity's name, contact person [two (2) individuals if possible] and phone numbers);
 - Contract line item number;
 - Quantity;
 - Unit price; and

- Any pertinent information relating to the product(s) and/or services requested (including brand/model, options, and any required services).

11.2 Submittal of Order: AOS must accept orders in via mail, e-mail or fax.

11.3 Acknowledgement of Receipt of Order: AOS must provide written acknowledgement (email or fax) to the Customer within twenty-four (24) hours of the receipt of authorized purchase order.

11.4 Order Substitutions: AOS shall not substitute any item(s)/component(s) ordered by a Customer until the contractor: 1) notifies the Educational Entity in writing (email is acceptable if the designated contact has an email address, and 2) receives written approval from the Customer to proceed with the substitution.

11.5 Substitution Authorization: The Customer reserves the right to accept any proposed substitution offered by AOS on the order; however, the Customer shall be final authority as to the acceptability of substitutions and reserves the right to accept or reject any substitution.

11.6 Substitution Approval Form: AOS must provide a form for CUSTOMER's to use to indicate their approval of a product substitution prior to the contractor's shipment of the substituted goods. This approval may be executed via email, fax, or hardcopy mail/delivery.

12. Product and Maintenance Invoicing and Payment:

12.1 Generation of Invoice: AOS shall generate an invoice to the ordering Educational Entity which shall be itemized in accordance with the items listed on the purchase order. Terms are Net 30.

13. Lease/Financing Program Requirements:

13.1 The Customer reserves the right to enter into lease/purchase financing agreement(s) as a result of the subsequent contract(s). In the event a using Educational Entity requests financing of their purchase under the contract a mutually agreeable lease schedule shall be entered into between the Customer and the lessor. The Customer shall initiate a contract amendment for every lease exercised under the contract that shall include the specific terms and rates of the lease. AOS at a minimum must have the ability to work with Cisco Capital and its financing partners to the benefit of the Customer. The Customer acknowledges that a contract assignment may be necessary as part of any lease exercised under the subsequent contract.

13.2 Should you have any questions about Leasing, please contact AOS.

13.3 A purchase order must be submitted to AOS by the leasing company and should identify in detail, the items being purchased and leased by the Customer.

REQUIRED PRICING

Hardware and Software – responses are indicated with the discount percentage off Manufacturer's List Price

- Cisco Hardware 40% orders under \$6,000.00
Education: 42.25% orders over \$6,000.00 See Cisco Matrix
- Cisco Maintenance 30% for Education/ 20% for Government
- EMC Hardware 27% for Mid-tier, See EMC Matrix _____
- EMC Software 27% Enterprise and Mid-Tier, see EMC Matrix _____
- VMware Education: 40% off Standard List; Other Public Sector based upon Volume discount, then Cost plus 10%
- Citrix Education: 40% off EASY List Pricing- See Matrix for other, Public Sector entities
_____ 30%
_____ 20%
- VCE VBlock _____
- Axis Cameras _____
- HP Hardware WSCA Contract pricing (WSCA Purchases are under WSCA contract) - Spot pricing for large projects exceed the published WSCA price and are purchased under the CSD Contract.
- Liebert Hardware 30% off PSS, PSA, PSI, GXT/GST2U, Nfinity, NX 10-30 kVA, Rack Enclosures: Knurr, Foundation MCR and Liebert XDF. Single Monitoring Products to support Single Phase UPS' in this list.
20% Non-Channel Products: CRV, NX 40-200 kVA 3 Phase, APM and Liebert Services sold at time of sale.
5% off Liebert Services if not included with Product Sale
- MobileIron MDM Education: 30%
Other Public Sector: 25%
See MobileIron Pricing Matrix

Entities that want to purchase off of this contract will sign a Letter of Notification which will notify CSD, AOS and the manufacturers of the Customer's intent to utilize this Contract with a Cooperative Procurement allowance.

Hourly Service Rate – responses are indicated with the hourly dollar amount of the service listed (AOS provided Services)

Help Desk	_____ \$80.00 _____
Project Management	_____ \$130.00 _____
System's Engineer	_____ \$135.00 _____
Senior System's Engineer	_____ \$165.00 _____
Design Architect	_____ \$165.00 _____
System's Consultant (Including k12itc)	_____ \$195.00 _____
Practice Vice President	_____ \$235.00 _____
SharePoint Portal Developer	_____ \$145.00 _____
SharePoint Portal Architect	_____ \$155.00 _____
SharePoint Portal Consultant	_____ \$175.00 _____

Data Center and Managed Services -- responses are indicated with the dollar amount per unit specified in monthly rates

Blackboard as a Service _____ \$13.35 members CSDGKC/ \$13.60 non-members annually per user

Cloud:

Virtual Server

\$ 40.00 _____ per CPU
 \$ 20.00 _____ per GB RAM
 \$ 100.00 _____ per VM / Management
 (Monitor/Management/Patching/Antivirus)

Physical Server

Example: Dual CPU Quad Core and 24GB RAM

\$700.00 _____ per Server

Virtual Desktops

\$30.00 _____ per user
 (1cpu, 2GB per user) (In addition to base Virtual infrastructure and storage required) (Including AV protection etc.)

Hosted Applications

\$12.00 _____ per application type and concurrent users

Backup

\$.70 _____ per GB/ Avamar
 \$.50 _____ per GB / Data Domain
 \$.35 _____ per Agent / CommVault
 \$50.00 _____ per managed host
 (Solutions may require on-site nodes of application specific software agents at additional cost depending on requirements)

Storage

\$.60 _____ per GB / Performance
 (SAN 15K RPM, RAID 5)
 \$.50 _____ per GB / Dev/Test
 (SAN SAS Drives, RAID 5)
 \$.35 _____ per GB / Archive
 \$ 50.00 _____ Tape Services
 \$ 5.00 @1000 users _____ per user GB / Oxygen Cloud
 (Dropbox like functionality with Security and central control)

Network

\$ 100.00 @ min 5 vLANs _____ per vLAN / Number of vLANs required
 \$ 40.00 _____ per port / Network ports
 \$ 100.00 @ min 5 vLANs _____ per vLAN / Managed Firewall
 \$ 26.00 @ min 35 devices _____ per device / Network Monitoring
 \$ 20.00 @ min 100Mb _____ per Mb/ Internet Bandwidth
 \$ 100.00 _____ per connection / SSL VPN
 \$ 500.00 _____ per vLAN / Intrusion
 Detection
 \$ 35.00 _____ per App / Application monitoring
 \$ \$330.00 Per MB _____ WAN Acceleration/ Optimization- This includes One
 Optimization Appliance at both ends utilizing SilverPeak
 \$ 740.00 _____ per Cabinet Two top of Rack Switches
 \$ 5.00 a user _____ per Server or App / Spam
 Filtering

Co-Location:

\$ 750.00 _____ per STD Cabinet
 \$ 850.00 _____ per Wide Cabinet

Data Center and Managed Services (continued) – responses are indicated with the dollar amount per unit specified in monthly rates

\$ 200.00 per KW / Power
\$ 5.00 per IP / Additional Public IP addresses
\$ Standard Cabinet and Power +20%, minimum of 10 cabinet commitment
per sq/ft and per KW / Private Data Center Suite

Educational Services provided by Herdman Consulting and AOS

Design, deployment and assessment of 1:1 and BYOD programs including:

- o Professional Development Planning
- o Establishing Goals, Objectives, and Program Evaluations
- o Infrastructure Readiness Assessments and Gap Analysis to Support the Program
- o Maintenance and Support Planning
- o Device Selection and Deployment Recommendations
- o Financial Planning and Strategies to Support the Initiative
- o Communication, Orientations, and Policy Development

Technology planning and integration with district strategic plans

District analysis and recommendations of systems to reduce IT operating costs, improve system efficiencies, and best K-12 practices

Multi-year guidance, analysis and recommendations for all areas including but not limited to:

- o Data Center operations
- o Power and Cooling
- o Desktop virtualization
- o Emergency equipment procurement
- o Data Protection and offsite replication
- o Networks
- o Security

Disaster recovery, virtualization, and cloud computing analysis and recommendations

Variety of assessments and operational guidance in the Business continuity, cloud, virtualization and storage infrastructure arena's to meet your long term district goals.

Assessment, planning, and training of student information systems, ERP software and data-driven decision making tools

- o Analysis of existing environment readiness.
- o Long-range planning and new solution pilot capabilities
- o Environment testing and development for unique integration testing
- o Interface design and coordination between existing and new technologies
- o Software user interface assistance and tools via a data/development team.

Developing online learning, virtual, and video rich environments

Hourly Rate for above services \$235.00*

Daily Rate for above services \$1,640.00*

*Plus incurred expenses- travel, hotel, meals... if any.

EMC Pricing Matrix

Discount Class	Product Categories	
Class A	Hardware – Enterprise (Symmetrix)	48.00%
Class B	Hardware – Mid-Tier (CLARiiON, Celerra, Centera)	27.00%
Class C	Hardware – Connectrix	38.00%
Class PH	Hardware - Data Domain High End	27.00%
Class PM	Hardware - Data Domain Mid Range	27.00%
Class PE	Hardware - Data Domain Entry Level	19.00%
Class UM-H	Hardware - Unified Mid Tier (VNX)	27.00%
Class D1	Software - Enterprise Platform	27.00%
Class D2	Software - Mid Tier Platform	27.00%
Class D3	Software - Multi-Platform/Open	27.00%
Class DH	Software - Data Domain High End	27.00%
Class DM	Software - Data Domain Mid Range	27.00%
Class DE	Software - Data Domain Entry Level	19.00%
Class UM-S	Software - Unified Mid Tier (VNX)	27.00%
Class E	EMC Avamar Hardware	19.00%
Class F	Professional Services	14.00%
Class I	Training / Education Services	0.00%
Class SP	Hardware Maintenance - Data Domain	14.00%
Class SS	Software Maintenance - Data Domain	14.00%
Class J	AX4 and NX4, Insignia-Retrospect, RSA Storage	14.00%
Class K	EMC Select (Bus Tech Hardware/Software)	19.00%
Class UE	Hardware/Software Unified Entry Level (VNXe)	14.00%
Class R1	RSA Hardware/Software	11.00%
Class R2	RSA Root Signing	0.00%
Class RS-G	RSA Hardware/Software Maintenance	0.00%
Class NW-HW	RSA NetWitness Hardware	6.00%
Class NW-SW	RSA NetWitness Software	10.00%

Class NW-HW Maint	RSA NetWitness Hardware Maintenance	5.00%
Class NW-SW Maint	RSA NetWitness Software Maintenance	5.00%
Class NW-ED/TRN	RSA NetWitness Training and Education	5.00%
Class NW-SW ProSrv	RSA NetWitness Professional Service	5.00%
Class IS-SW	EMC Isilon Software	15.00%
Class IS-HW	EMC Isilon Hardware	15.00%
Class IS-ACC	EMC Isilon Accessories	4.00%
Class IS-SPT	EMC Isilon Support (HW & SW)	4.00%
Class IS-SRVC	EMC Isilon Professional Services	0.00%
LP MNT	Hardware & Software Maintenance	0.00%
LP WARR	Warranty Upgrades	0.00%

Citrix Pricing Matrix

Legacy EASY	Open-A	Open-B	Open-C	Open-D/Education
Initial Order	\$150,000	\$300,000	\$600,000	\$1 MM
Term	3 years	3 years	3 years	3 years
Re-Order1(min)	\$5,000	\$5,000	\$5,000	\$5,000
Renewal 2 (min)	\$75,000	\$150,000	\$300,000	\$500,000
RenewalTerm3:	2years	2 years	2 years	2 years
Discount	25%	30%	35%	40%
PlusOne (min)	\$225,000	\$450,000	\$650,000	\$875,000
Upgrade Order5				

Cisco Pricing Matrix

Additional Discounts for the following are in place until Cisco discontinues Special Pricing for these categories:

UCS	Additional 8% discount
Legacy Tandberg	Additional 2% discount
Government	Spot Pricing to match the Missouri State Contract for Government if working exclusively with AOS on the project. Minimum order of \$6,000.00 still applies unless AOS approves and exception to the minimum purchase requirement.

MobileIron Pricing Matrix

On Prem Perpetual Licenses		
Band A	50 to 1000	
Product	List	Discount off list
MI-AM-ANY-PERP	75	25.00%
MI-CUSTCAREPREMIUM-ANY		
MI-CUSTCARE-ANY		
Band B	1,001 to 3000	
MI-AM-ANY-PERP	75	27.00%
MI-CUSTCAREPREMIUM-ANY		
MI-CUSTCARE-ANY		
Band C	3,001 to 5,000	
MI-AM-ANY-PERP	75	30.00%
MI-CUSTCAREPREMIUM-ANY		
MI-CUSTCARE-ANY		
Band D	5,001+	
MI-AM-ANY-PERP	75	35.00%
MI-CUSTCAREPREMIUM-ANY		
MI-CUSTCARE-ANY		
Ongoing perpetual license purchases bought in 500 device increments		
MI-AM-ANY-PERP	75	20.00%
MI-CUSTCAREPREMIUM-ANY		
MI-CUSTCARE-ANY		

Connected Cloud	24 month subscription	
Band A	50 to 1,001	
MI-Cloud-AM-ANY-24	96	25.00%
Band B	1,001 to 3000	
MI-Cloud-AM-ANY-24	96	27.00%
Band C	3,001 to 5,000	
MI-Cloud-AM-ANY-24	96	30.00%
Band D	5,001+	
MI-Cloud-AM-ANY-24	96	35.00%

Ongoing Connected Cloud subscriptions bought in 500 device increments		
MI-Cloud-AM-ANY-24	96	20.00%

On Prem Subscription	24 month subscription	
Band A	50 to 1,001	
MI-Cloud-AM-ANY-24	96	25.00%
Band B	1,001 to 3000	
MI-Cloud-AM-ANY-24	96	27.00%
Band C	3,001 to 5,000	
MI-Cloud-AM-ANY-24	96	30.00%
Band D	5,001+	
MI-Cloud-AM-ANY-24	96	35.00%
Ongoing subscriptions bought in 500 device increments		
MI-Cloud-AM-ANY-24	96	20.00%

Additional Charges		
MI-VAPPL-ANY	\$0	0%
MI-VAPPLSENTRY-ANY	\$0	0%
MI-APPL-ANY	\$5,000	0%
MI-APPLSENTRY-ANY	\$5,000	0%
MI-SETUP-ANY	\$3,000	0%
MI-PSBASIC-ANY	\$6,000	0%
MI-PSADVANCED-ANY	\$8,000	0%

Letter of Notification to Utilize Cooperating School Districts of Greater Kansas City IT Contract

Re: Cooperating School Districts of Greater Kansas City Contract

Date: August 1, 2012

This letter serves as notification that we the Customer intend to utilize the Cooperating School Districts of Greater Kansas City IT contract. We recognize that this was a publicly bid and awarded contract. There is a Cooperative Purchasing Agreement allowing all School Districts, Universities, Colleges and other Public Sector entities to take advantage of this contract pricing.

This letter is intended to notify:

- Manufacturer's on the Cooperating School Districts of Greater Kansas City IT Contract to work with AOS on the Customer's behalf.
 - AOS to set aside the Administrative fee for the Cooperating School Districts of Greater Kansas City Consortium.
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- Cooperating School Districts of Greater Kansas City of the Customer's expectation to utilize the Public purchasing contract.

We the Customer, when purchasing off the Cooperating School Districts of Greater Kansas City IT Contract, will put the Cooperating School Districts of Greater Kansas City contract number C062512 on our Purchase Order to help AOS track the Administrative Fee.

Respectfully,

Customer's Name

Customer Representative's Printed Name

Customer's Signature

Date

Name of Education Consortium if applicable