FILED

JUL **10** 2013

MARY JO SPINO COUNTY CLERK

MASTER SERVICES AGREEMENT

The parties to this Master Services Agreement (the "Agreement") are **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the First Class of the State of Missouri, whose address (for billing purposes) is 415 East 12th Street, Kansas City, Missouri 64106, and its affiliates (collectively, "Customer"), and [name of AOS entity providing services] ("AOS"). For identification purposes, the date of this Agreement is the date it is signed by the last to sign of Customer and AOS. The purpose of this Agreement is to set forth the terms and conditions under which AOS will provide certain services for Customer.

- 1. Agreement structure. The signing of this Agreement by the parties creates a set of agreed-upon provisions that will incorporated into contemporaneous and/or future documents (each called "Addendum") describing specific services to be performed by AOS for Customer. Addendum must be signed by both parties and must state that it is made pursuant to this Agreement. Each Addendum, including the incorporated provisions of this Agreement, will constitute a separate contract. references in this Agreement to "this Agreement" will be deemed to refer to the applicable Addendum and the incorporated provisions of this Agreement.
- 2. Amendments. All amendments must be clearly identified as an amendment to this Agreement or to a specified Addendum, and must be in writing and signed by authorized personnel of both parties. Any amendment to this Agreement will apply to each Addendum signed on or after the date of the amendment, and will apply to a previously executed Addendum if: (a) the amendment expressly so states; or (b) it is obvious from the context that it should apply to the prior Addendum and does not materially alter the previously established obligations of the parties under that Addendum.
- 3. **Services.** "Services" means the services to be provided by AOS, as specified in an Addendum.
- 4. Term and termination. Each Addendum will take effect when signed by both parties. The actual provision of Services will begin on the "Start Date" specified in the Addendum, which may or may not be the same as the effective date. Each

- Addendum will continue in effect until terminated by one of the parties in accordance with the paragraph of this "Termination Agreement titled convenience", but in the absence of such a termination for convenience: (a) if an Addendum specifies a term of months or a specific termination date, that Addendum will automatically terminate upon expiration of the "Initial Term" (defined as the period beginning on the Start Date and ending on the specified termination date or at the end of the specified number of months) unless the Addendum is renewed by the parties; or (b) if the Services consist of a specific project to be completed and no term of months or termination date is specified in Addendum, the Addendum automatically terminate upon completion of the project.
- Charges. Each Addendum will specify all charges that Customer will pay AOS for the Services to be rendered pursuant to that Addendum.
- Taxes. AOS will collect from Customer and transmit to the proper authorities all taxes that AOS is required by law to collect from Customer in connection with the transactions contemplated by this Agreement.
- 7. Invoices. Each invoice rendered by AOS will include an invoice number, a purchase order number or department number (which Customer will provide to AOS), the time period covered by the invoice, the amount of any applicable tax, and sufficient detail to allow Customer to determine the accuracy of the invoice. Except to the extent Customer has a right to withhold or delay payment

- pursuant to the express provisions of this Agreement, invoices will be paid within 30 days of the invoice date.
- 8. **Disputed invoices.** AOS will use commercially reasonable efforts to ensure the accuracy of invoices. Customer will timely pay all undisputed invoice items as provided above, and will notify AOS of any disputed invoice items not later than 60 days after the invoice date, or such invoice will be presumed to be correct. The parties agree to act reasonably to resolve any disputed items.
- 9. Force majeure. If either party is unable to perform, or is delayed in performing, an obligation under this Agreement because of circumstances outside its control (other than obligations to pay money): (a) the party so affected will promptly give notice to the other party and will use its best efforts to promptly resume performance and (b) subject to compliance with subpart (a) of this paragraph, the party so affected will not be liable for any failure or delay to perform its obligations under this Agreement to the extent such failure or delay is caused by circumstances outside that party's control.
- 10. Service levels and remedies. With respect to any monetary remedy specified in an Addendum for AOS's failure to meet a service level obligation, the parties agree that it would be extremely difficult to determine the amount of actual damages resulting from breach of such obligation, but that the amount specified in the Addendum to be paid to or withheld by Customer in the event of such a breach is a reasonable approximation of such damages and not a penalty, as liquidated damages and Customer's sole and exclusive remedy for such failure.
- 11. Warranties. AOS represents and warrants: (a) that all Services will be performed in a professional manner, by qualified personnel, and in accordance with the terms of this Agreement and applicable industry standards; (b) that all tangible items furnished to Customer under this Agreement will be of the quality, size and dimensions requested by Customer or required by the terms of this Agreement, will be free from defects in materials and workmanship, and will be fit for the intended purpose; (c) that in performing the Services, AOS will not make

- unauthorized use of any trade secrets or confidential or proprietary information of a third party; and (d) that AOS will have all right, title, ownership, marketing and other rights required to furnish all Services and tangible items to be provided to Customer under this Agreement. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED. BY AGREEMENT, CREATED THIS INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 12. Independent contractor. It is agreed and understood that AOS's relationship to Customer is that of an independent contractor. Neither party will be deemed to be a partner, agent, employee or joint venturer of the other party. AOS and its employees, agents and contractors will not represent or imply that they are employees, agents, partners or joint venturers of Customer. All persons performing AOS's obligations under this Agreement will be considered to be solely the employees, contractors or agents of AOS or its contractors, and AOS and its contractors will be responsible for ensuring there is payment of any and all salaries, wages, payroll taxes, insurance and other items payable to or on personnel, and behalf of such for maintaining worker's compensation insurance on such personnel.
- 13. **Compliance with law.** In performing AOS's obligations under this Agreement, AOS and its personnel will comply with all applicable laws, ordinances, rules and regulations.
- 14. Personnel on site. If any portion of the Services will be performed at Customer's premises, AOS's personnel will comply with Customer's site rules at all times while on Customer's premises. Customer will provide AOS with a copy of its then-current site rules.
- 15. Non-solicitation of employees. Each party agrees not to hire or solicit for employment (or as an individual independent contractor) any employee of the other party until 6 months after the date such person terminates employment with the other party. AOS further agrees not to hire or solicit for employment (or as an

2

individual independent contractor) any other individual while he or she is performing services for Customer pursuant to a contract. If this paragraph is breached by the hiring of an employee of Customer or AOS, damages for such breach are agreed to be equal to the demonstrated cost of training a replacement for such individual. This paragraph does not apply to the hiring or solicitation of any individual who did not become known to the hiring or soliciting party as a result of the relationship between Customer and AOS created by this Agreement.

 Insurance. AOS agrees to obtain such insurance as it deems necessary and/or appropriate for the services to be provided under each Addendum.

17. Indemnification.

- a. It is understood and agreed that, in seeking the professional services of AOS, Customer may be requesting AOS to undertake uninsurable obligations for the Customer's benefit and, connection therewith, AOS encounter the presence or potential presence of hazardous substances or contaminants at Customer's Therefore, Customer hereby indemnifies and agrees to defend and hold AOS harmless against and from any and all loss, cost, damage, liability and expense incurred by AOS arising from the presence or potential presence of any hazardous substance or contaminant at Customer's site. Such cost and expense shall include, without limitation, (i) reasonable attorneys' fees and costs of litigation, (ii) reasonable costs arising from any investigation of governmental agency for purported violation of any environmental law or regulation relating as hazardous substances; (iii) costs of anv investigative response, clean-up or remedial actions with respect to the same; and any and all of the foregoing which AOS may be required under any applicable law or regulation to take, cause to be taken, or pay for.
- b. Except as provided in subparagraph a above, and to the extent provided in Section 34, AOS shall indemnify and agrees to defend and hold Customer

- harmless against and from any and all loss, cost, damage, liability and expense incurred by Customer as a result of negligent acts, negligent errors, negligent omissions or willful misconduct on the part of AOS or AOS's agents, employees or subcontractors in the performance of this Agreement, excepting such liability as may arise out of Customer's negligence or willful misconduct.
- 18. Confidentiality. For purposes of this Agreement, Customer's "Confidential Information" consists of: (a) all non-public information (including but not limited to trade proprietary information, information about products, business methods and business plans) relating to Customer's business (or to the business of Customer's licensors, suppliers or other trading partners) that is either marked or otherwise identified as confidential or proprietary, or that a reasonable person understand to be considered confidential by Customer (even if not so marked or identified); and (b) all information that Customer is obligated by law to treat as confidential for the benefit of third parties, including but not limited to personal. financial, and/or health information about individuals who have applied for or purchased financial products or services from Customer. AOS acknowledges that, in connection with the performance of this Agreement or otherwise in the course of its dealings with Customer, AOS may receive Confidential Information from Customer or may otherwise have access to or learn of Customer's Confidential Information. In the absence of Customer's prior written consent to a specific disclosure or use. AOS will not disclose to any third party any of Customer's Confidential Information, either orally or in writing, and will not appropriate any of Customer's Confidential Information to AOS's own use or to the use of any third party. Confidential Information that is provided by Customer to AOS will be used by AOS and its agents only for the purpose for which it was provided, and access to such information will be restricted to individuals who require the information (or access to the information) to further that purpose. Without limiting any of the foregoing, AOS will take at least such

- precautions to protect Customer's Confidential Information as AOS takes to protect its own confidential information, and in any event will take all precautions that are reasonably necessary to protect the security of Customer's Confidential Information. Upon Customer's request, AOS will return to Customer all tangible items containing any of Customer's Confidential Information, including all copies, abstractions and compilations thereof, without retaining any copies of the items required to be returned. Whether or not affiliates are included in the term "Customer" for purposes of this Agreement in general, they will be treated as being so included for purposes of the confidentiality provisions of this Agreement. Accordingly, the Confidential Information of Customer's affiliates will be considered part of Customer's Confidential Information.
- Notification obligation. Upon learning of any unauthorized disclosure or use of Customer's Confidential Information, AOS will notify Customer promptly and cooperate fully with Customer to protect Customer's Confidential Information.
- 20. Disclosure required by law. If AOS believes it is required by law or by a subpoena or court order to disclose any of Customer's Confidential Information, then prior to any disclosure AOS will promptly notify Customer in writing, attaching a copy of the subpoena, court order or other demand, and AOS will make all reasonable efforts to allow Customer an opportunity to seek a protective order or other judicial relief.
- 21. Non-restricted information. Except as stated in the final sentence of this paragraph, nothing in this Agreement will be construed to restrict disclosure or use of information that: (a) was in the possession of or rightfully known by AOS, without an obligation to maintain its confidentiality, prior to receipt from Customer; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by AOS in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) independently developed by AOS without the participation of individuals who have had access to Customer's Confidential Information. AOS acknowledges that certain

- laws governing information about individuals are more restrictive than the foregoing statements, and AOS agrees to comply in all respects with such laws.
- 22. **Duration of obligations.** The obligations imposed by this Agreement with respect to Confidential Information will survive termination of this Agreement and will remain in effect with respect to each item of Information Confidential until information becomes unprotected under the terms of the paragraph above titled "Nonrestricted information". However, if applicable law sets a maximum period for the duration of obligations of nondisclosure non-appropriation of confidential information, the obligations imposed by this Agreement with respect to each item of Confidential Information (other than trade secrets and other than information about individuals that is protected by law) will remain in effect only until such period expires.
- 23. Electronic file transfers. If data files will be transferred electronically between the parties in connection with the performance of Services under this Agreement, the details pertaining to such file transfers will be set forth in the applicable Addendum. In connection with such file transfers, each party agrees to comply with the security requirements specified in the applicable Addendum, and to use all commercially reasonable efforts to safeguard data belonging to the other party that is in its possession or control.
- 24. Computer system access. If AOS will have access to any part of Customer's computer system in the course of performing under this Agreement, the provisions of this paragraph will apply. AOS and its personnel will use such access solely to perform AOS's obligations under this Agreement, and will not attempt to access any Customer system, electronic file, software or other electronic service except as specifically required to perform such obligations. AOS will limit access to Customer's computer system to those of its personnel who require such access in order to perform AOS's obligations under this Agreement, and will provide Customer with a list of the names of all such individuals. AOS agrees that each of its personnel who have access to

Customer's computer system: (a) will be assigned a separate log-in ID by Customer and will use only that ID when logging on to Customer's system; (b) will system Customer's immediately upon completion of each session of service; (c) will not allow the use of his or her log-in ID or password by other individuals to access Customer's computer system; and (d) will keep strictly confidential the log-in ID and all other information that enables such access. In addition, AOS and its personnel will strictly follow all other Customer security rules and procedures for the use of Customer's electronic resources that are provided by Customer from time to time. AOS will promptly notify Customer upon termination of employment or reassignment of personnel with access to Customer's computer system so that login IDs may be changed and other necessary preventive measures may be taken by Customer to prevent unauthorized access. If Customer revises the requirements for access to its computer system, AOS will be notified of the changed or additional requirements and will comply with them as a prerequisite to further access. Each individual who is to be allowed access to Customer's computer system will be required by Customer to read a summary of the conditions under which such access is allowed, and to sign that summary indicating they understand their responsibilities in connection with such access. understands and agrees that: (i) any access by AOS personnel to Customer's live environment is subject to monitoring by Customer; (ii) AOS personnel will make no change to any Customer system without Customer's prior approval for the specific change; and (iii) all user identification numbers and passwords disclosed to AOS and any information obtained by AOS as a result of AOS's access to or use of Customer's computer and electronic storage systems will be considered Confidential Information of Customer. AOS cooperate fully with Customer in the investigation of any apparent unauthorized access to Customer's computer or electronic data storage systems by AOS or its personnel.

25. Remote access. If AOS will have remote access to any part of Customer's computer system in the course of performing under

this Agreement, the provisions of this paragraph will apply in addition to all provisions of the paragraph titled "Computer system access". AOS agrees: (a) to use only a remote access method approved by Customer; (b) to provide Customer with the full name of each individual who will have remote access to Customer's computer system and the phone number at which the individual may be reached while connected to Customer's system If the connection to Customer's network is an ongoing connection such as frame relay or T1 line, access will be allowed only if Customer receives satisfactory evidence that AOS's firewall is maintained with adequate security, as determined by TruSecure Corporation or by another independent third-party reviewer acceptable to Customer.

- 26. Equitable relief. In that any breach of the confidentiality provisions of this Agreement is likely to cause irreparable harm to Customer for which damages will be an inadequate remedy, AOS agrees that any court of competent jurisdiction may enter an order restraining such breach.
- 27. **Prohibition on publicity.** Neither party may advertise or promote itself using the name, service mark or description of the other party, without the written consent of the other party in the case of each such use.
- 28. Termination for convenience. If the applicable Addendum states that AOS guarantees that the Services will be made available to Customer for a specified period of time, then AOS agrees that, absent a material breach by Customer, AOS will make the Services available to Customer for at least the period of time so specified in the Addendum. Otherwise, AOS may terminate the Addendum without cause by: (a) giving Customer 30 days' written notice that it is terminating the Addendum for convenience; and (b) refunding to Customer the unearned portion of any payments made in advance Customer in connection with the Services. Customer may terminate an Addendum at any time without cause by providing 30 days' written notice to AOS, in which case AOS will refund to Customer the unearned portion of any payments made in advance by Customer in connection with the Services.

- 29. Material breach. The voluntary or involuntary commencement of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against either party or the appointment of a receiver for all or substantially all of either party's assets will be considered a material breach of this Agreement by such party.
- 30. Effect of termination. Termination of an Addendum will not terminate this Agreement, and the parties will remain free to enter into any future Addendum pursuant to this Agreement. In addition, termination of an Addendum will not relieve either party of any previously accrued obligations or of any obligations that by their nature are intended to survive termination. In addition to obligations relating Confidential to Information, which survive subject to the terms of the paragraph of this Agreement titled "Duration of obligations", obligations that survive termination will include but not be limited to obligations in connection with warranties and indemnification.
- 31. Customer property. All items furnished by Customer to AOS in connection with AOS's performance of the Services will remain the property of Customer unless otherwise expressly stated in the Addendum. Upon termination of an Addendum for any reason (or when items are no longer needed by AOS for the performance of the Services, if earlier), AOS will promptly return the Customer property to Customer or, at Customer's option, allow Customer to retrieve it.
- 32. **Dispute resolution.** In the event of any dispute arising out of or relating to this Agreement, the parties agree to attempt in good faith to resolve the dispute first by direct negotiation and then, if that is not successful, by mediation with a neutral third-party mediator acceptable to both parties. Mediation expenses will be shared equally by the parties.

33. Limitations on remedies.

a. In no event will AOS be liable for any damages or loss caused by Customer's failure to perform its responsibilities, or under any circumstances for lost profits, consequential or incidental damages arising out of any alleged breach by AOS.

- In all events, Customer's sole and exclusive remedy under the Agreement and/or any Addendum with AOS will be to terminate the Agreement.
- c. With respect to any claimed defects in hardware, Customer agrees to look solely to the manufacturer. In all events Customer shall first give AOS thirty days written notice of any alleged breach and the opportunity to contact the manufacturer to cure such breach (if such breach cannot be cured within said thirty-day period, AOS shall have such additional time as is reasonably necessary to contact the manufacturer concerning the same.
- d. Irrespective of the provisions of this paragraph 33, AOS, at its sole option, may choose to repair the system, replace the system or refund monies without incurring any liability to Customer. Should AOS elect to repair, replace or refund monies AOS' shall not undertake any expenditure in excess of any monies paid to AOS by Customer.
- 34. **Non-waiver.** No term or provision of this Agreement will be deemed waived and no breach will be deemed excused unless such waiver or consent will be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other will constitute a consent to, waiver of, or excuse for any different or subsequent breach.
- 35. Partial invalidity. If any provision of this Agreement is held to be unenforceable, the remaining provisions will continue in full force and effect. In addition, the parties or the court will modify any unenforceable provision so as to make it enforceable under applicable law, while keeping the modified provision as consistent as possible with the original intent of the parties.
- 36. Assignment. Neither party's rights or obligations under this Agreement (except the right to receive money) will be assigned or delegated without the written consent of the other party, except that either party may without such consent assign all of its rights and delegate all of its obligations under this Agreement to an entity: (a) which such party owns or controls; (b) by which such party is owned or controlled; or (c) which is under

common ownership or control with such In addition, Customer may with party. AOS's consent assign its rights and delegate its obligations under this Agreement to an entity to which Customer transfers substantially all of its assets relating to this Agreement. Any consent required by this paragraph will not be unreasonably withheld, conditioned delayed. In the case of any assignment permitted hereunder without the other party's consent, the assignor will promptly notify the non-assigning party in writing of the assignment and will include in its notice a statement of the facts that permit assignment without consent.

- 37. Successors and assigns. This Agreement will inure to the benefit of and be binding upon the respective successors and assigns, if any, of the parties. Nothing in this paragraph will be construed to permit any attempted assignment that would be unauthorized pursuant to any other provision of this Agreement.
- 38. **Construction.** The paragraph headings in this Agreement are for reference purposes only and will not be deemed a part of this Agreement. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of strict construction will apply against either party.
- 39. Entire agreement. If Customer's purchase order form is provided to AOS in connection with this Agreement, the terms and conditions of that form will be superseded by the provisions of this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.
- 40. Governing law. This Agreement will be governed by the laws of the State of Missouri, without reference to conflict of law principles. However, if any version of the Uniform Computer Information Transactions Act (UCITA) is or becomes a part of the law of the aforementioned state, said statute will not govern any aspect of this Agreement, and instead the law as it existed prior to the enactment of that statute will govern.
- 41. Consents, permissions and approvals. If a provision of this Agreement requires one party to obtain the other party's written

- consent, permission or approval (or similar indication of agreement) with respect to a specified matter, such consent, permission or approval (or similar indication of agreement) will, unless otherwise expressly stated in the applicable provision of this Agreement, be valid if and only if it is given on a paper document manually signed in ink by an authorized representative of the party giving such consent, permission or approval (or similar indication of agreement). Notwithstanding the foregoing: (a) if the party's authorized representative faxes such a manually-signed paper document to the other party, the faxed copy of the manuallysigned paper document will be valid to the same extent as the original; and (b) in no event may any provision of this Agreement be changed via email or by any document which is signed by only one party.
- 42. Notices. If a provision of this Agreement specifies that a "notice" to the other party must be "written" or "in writing", or that a party is to "notify" or give "notification" to the other party in writing, then the written notice, to be valid, must comply with the following requirements unless (and to the extent) the provision of this Agreement in which the written notice is referenced expressly allows deviation from these requirements. requirements are as follows: (a) the notice must be written on a paper document that is addressed to the party's designated notice recipient and is either faxed to the notice recipient's fax number shown below or delivered to the notice recipient's address shown below; and (b) except in the case of a faxed notice, delivery of the notice must either be in person (with a signature from the notice recipient acknowledging the date of receipt), or through the use of an independent courier that provides or maintains a record of the delivery date, or by prepaid certified or registered mail with a return receipt requested. Written notices that meet these requirements will be deemed to have been "given": (i) in the case of a faxed notice, when the transmitting party obtains machine confirmation that all pages of the faxed notice have been successfully transmitted to the correct fax number; (ii) in the case of a notice sent by courier, when the notice is actually delivered to the notice recipient's address; and (iii) in the case of certified or registered mail, three days after

the notice is deposited in the U.S. Mail, properly addressed and with postage prepaid. The parties' designated notice recipients, along with their respective addresses and fax numbers, are set forth below. Either party may change its

designated notice recipient, or the fax number or address of the notice recipient, by giving written notice to the other in compliance with the provisions of this paragraph.

Notices to Customer:

Michael Ohlson, IT Department Jackson County Courthouse 415 East 12th Street Kansas City, MO 64106 Facsimile #: 816-881-3949 Notices to AOS: AOS 12851 Foster Street Overland Park, KS 66213

ATTN:	
Facsimile #:	

THE PARTIES HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND BY SIGNING BELOW AGREE TO BE BOUND BY IT. EACH PARTY REPRESENTS THAT THE INDIVIDUAL SIGNING ON ITS BEHALF HAS FULL AUTHORITY TO BIND SUCH PARTY.

Signature Page to Follow.

JACKSON COUNTY, MO

Q.Troy Thomas

Director of Finance and Purchasing

ALEXANDER OPEN SYSTEMS (AOS):

Bv.

Printed Name

APPROVED AS TO FORM:

W. Stephen Mixon

County Courselor

ATTEST BY:

Mary Jo Spino

Clerk of the County Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$61,920.00 which is hereby authorized.

Date 8 903

Director of Finance and Purchasing

Account No. 045-1305-56580 045-1305-56662

001-5101-56080 18,940

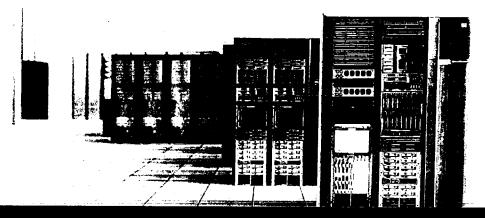
001-1305-56080 779 003-1305-56080 7.200

003-1305-56080 2200 004-1305-56080 4300

045-1305-56080 35,701

51012013040

Addendum



STORAGE REPLACEMENT AND AVAMAR SERVICES

Statement of Work for Data Center Services

Account Manager: Jeremy Dautenhahn

Design Architect: Mark Ortiz

Date: January 23, 2012

AOS Expect the Best!



Statement of Work

This Statement of Work covers professional services work AOS will perform for Jackson County Missouri. Beginning on a mutually agreed upon date, AOS will provide one or more qualified technical consultants and/or Project Management personnel on a "fixed fee" basis to install a new VNX5300 Storage array at the Jackson County Circuit Court located at 1305 Locust Street, install a new VNX5300 at the Downtown Court House located at 415 E 12th Street, install RecoverPoint replication between the storage arrays, install 2 new Cisco MDS Fibre Switches at each site, install 2 Cisco Nexus 5548 switch at each site, install Cisco UCS solution in the Circuit Court location, and install an Avamar Backup solution in the Downtown Court House location.

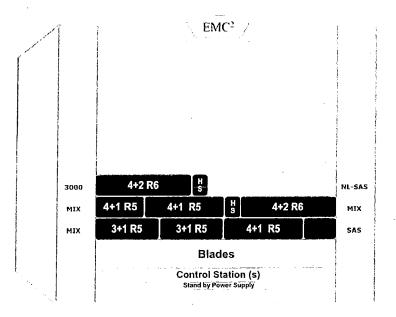
AOS will consider additional work not explicitly stated in this Statement of Work as "out-of-scope" and will require a "change order".

Jackson County Missouri Executive Summary

Jackson County would like to for AOS to aid them in refreshing their current core infrastructure technology. This refresh will include replacement of their core storage platforms for both production and disaster recovery and include a new replication technology to will bolster their ability to recover from a disaster. The County is currently embracing virtualization technology as part of this refresh the current virtualization compute platform will be replaced with a purpose built blade server technology. Lastly a new backup strategy will be put into place. This technology will leverage hardware, software and de-duplication at an enterprise level. The solution will also include the capability to centrally manage backup data regardless of where the data is located.



Production Storage Solution





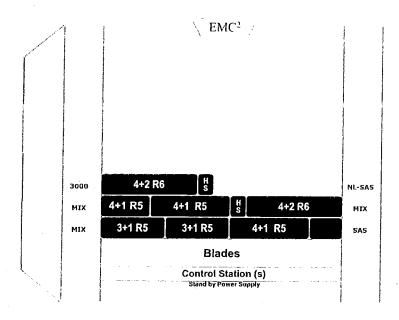
Usable Capacity

	SAS	NL-SAS	FLASH	Total
Disks Used	24	13	0	37
Usable Capacity(TB)	7.30	21.48	0.00	28.78

Disk Tab Information

FLASH		SAS		NL-SA	5	FAST Ca	che
100GB	0	300GB	8	1000GB	0	100GB	0
200GB	0	600GB	16	2000GB	0	200GB	0
		900GB	0	3000GB	13		

Disaster Recovery Storage Solution





Usable Capacity

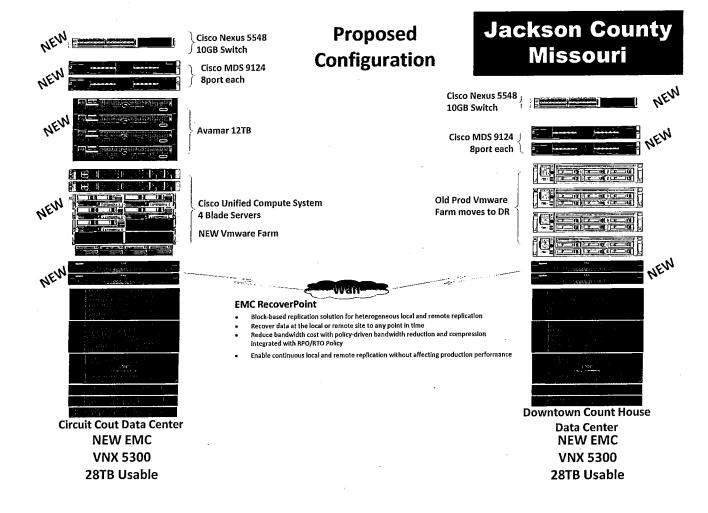
	SAS	NL-SAS	FLASH	Total
Disks Used	24	13	0	37
Usable Capacity(TB)	7.30	21,48	0.00	28.78

Disk Tab Information

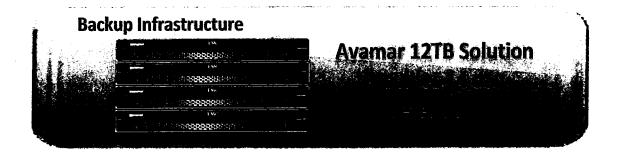
FLASH	l	SAS		NL-SA:	5	FAST Ca	che
100GB	0	300GB	8	1000GB	0	100GB	0
200GB	0	600GB	16	2000GB	. 0	200GB	. 0
		900GB	0	3000GB	13		

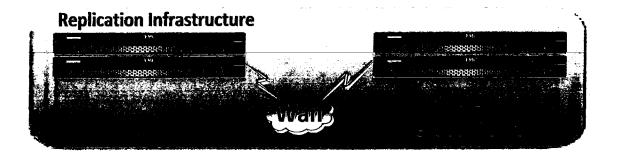
Infrastructure Layout











NOTES:

EMC RecoverPoint is a journal based replication technology. RecoverPoint will require dedicated drive capacity to accommodate the journals. Best Practice is to not have RecoverPoint journals in the same virtual pool as your production data. For this reason the Engineer will select a drive set of SAS drives to dedicate to RecoverPoint.

EMC Avamar was selected as the new enterprise backup solution. The current sizing is for 12TB of deduplicated data. The current enterprise contains approximately 17TB of capacity. The Avamar Grid as designed will not contain enough capacity to account for the entire environment.

Scope and Approach

Experienced AOS personnel, or authorized agents, will perform the following implementation tasks:



Cisco Unified Compute System Deployment

Site preparation required for UCS:

- The Cisco 5108 Blade Enclosure requires 4 NEMA C19 power cables per chassis.
- 208 volt power is required for the 5108 chassis.
- A minimum of 2 Ethernet connections from each fabric interconnect will be required to connect to the Customer's existing Ethernet infrastructure.
- The MDS Fiber Channel switches will require 2 Ethernet connections to the Customer's existing Ethernet infrastructure for management.
- A minimum of 2 Fiber Channel connections from each fabric interconnect will be required to connect to the Customer's existing Fiber Channel infrastructure.
- Each Fabric Interconnect will require 1 IP address for management.
- Each MDS Fiber Channel switch will require 1 IP address for management.
- The UCS Chassis virtual cluster will require 1 IP addresses.
- Each installed blade will require 2 IP addresses.
- Cisco Site ID, Contract Number, and a Customer CCO login will be required during setup of the UCS system.

AOS Engineer will perform the following installation tasks:

- Validate and inventory Cisco UCS parts.
- Unbox, rack, and wire the Cisco UCS kit:
 - o 2 Fabric Interconnects
 - o 5108 Blade chassis enclosure(s).
 - Blade Servers (all assembly as required).
- Configure management IP addressing on the Fabric Interconnects and UCS Chassis.
- Configure network connectivity between Fabric Interconnects and UCS Chassis.
- Work with the Customer to configure upstream connectivity from the UCS system to the Customer Ethernet infrastructure.
- Work with the Customer to configure upstream connectivity from the UCS system to the Customer Fiber Channel infrastructure.
- Work with the Customer to determine proper configuration of pools and profiles for the environment.
- Configure network and SAN connectivity between the Fabric Interconnects and UCS Chassis.
 - o VLANs, VSANs, vNICs, vHBAs, MAC Pools, WWN Pools, Polices
- Configure Service Profile templates and apply to the blades.



- Configure Administrative tasks within the UCS infrastructure. This includes but it not limited to User, Alert, and Call Home configuration.
- Test and set management TCP/IP addresses of the 6120 interconnects (3 TCP/IP addresses required)
- Validate the implementation using the AOS Test Plan.
- Complete "As Built" documentation with the current configuration of the solution at time of installation.
- Provide a minimum Functional Overview of all related hardware, software, and documentation used in any project. AOS does not consider such an overview a substitute for formal product education. Please talk to the account manager about professional training services and additional documentation services.

Note: It is highly recommended that the customer dedicate multiple resources to work with AOS Engineers during the course of the entire project. This will greatly increase the customer's proficiency with administration of the system.

Cisco MDS 9124 Fibre Channel Switch Implementation

Production Circuit Court Location:

- Rack, wire, and configure (2) Cisco 9124 Fibre Channel Switches.
 - o Existing fibre switches exist. It may be beneficial to review zoning configurations.
- Zone new UCS platform to new VNX system.
- Zone in legacy NS120 platform to aid with Data Migration.
- Zone in RecoverPoint Appliances.
- Ensure that all connectivity is functional.

Disaster Recovery Court House Location:

- Rack, wire, and configure (2) Cisco 9124 Fibre Channel Switches.
 - o Existing fibre switches exist. It may be beneficial to review zoning configurations.
- Zone in legacy VMware Servers (if applicable)
- Zone in legacy NS120 platform to aid with Data Migration (if applicable)
- Zone in RecoverPoint Appliances.
- Ensure that all connectivity is functional.



Provide a minimum Functional Overview of all related hardware, software, and documentation
used in any project. AOS does not consider such an overview a substitute for formal product
education. Please talk to the account manager about professional training services and
additional documentation services.

Note: It is highly recommended that the customer dedicate multiple resources to work with AOS Engineers during the course of the entire project. This will greatly increase the customer's proficiency with administration of the system.

EMC VNX 5300 Implementation – Circuit Court Location

Site preparation required for VNX 5300:

- Base VNX hardware (SPS, DPE/SPE, DM, CS) requires 5 C13 or NEMA 5-15 power outlets.
- Each additional VNX DAE requires 2 C13 or NEMA 5-15 power outlets.
- Two 20 Amp circuits will be required.
- The VNX will require 2 1Gb Ethernet connection for management.
- The VNX will require 2 IP addresses for management.
- The VNX will require at least 4 1Gb or 2 10Gb Ethernet connections for iSCSI. In addition iSCSI traffic will require 2 dedicated VLANs.
- The VNX will require at least 2 1Gb or 2 10Gb Ethernet connections for CIFS and NFS traffic.
- The VNX will require 1 or more IP addresses for CIFS or NFS traffic.
- This solution will require 18 rack units of standard 19" 4 post rack space.

AOS Engineer will perform the following installation tasks:

- Validate all components are onsite.
- Install all array related components into Customer supplied 4 post rack.
 - Control Station(s).
 - o DPE (DataProcessor Enclosure).
 - o Data Movers
 - SPS (Stand-by Power Supply).
 - o DAE (Drive Array Enclosure).
- EMC VNX 5300 Storage Array configuration tasks.
 - Working with the Customers storage Administrator(s), talk through possible storage scenarios that will best support the new storage deployment. This will include both Block and File based scenarios.



- o Implement the agreed upon storage layout leveraging traditional Raid Groups or FAST Virtual Pools, as well as, CIFS/NFS configurations according to the options purchased with the array.
- Create agreed upon Block level LUNs, Block level Storage Pools, file level CIFS file shares, and file level NFS mount points.
- Work with the Customer network Administrator(s), talk through possible options for connecting the array to the Customer supplied network.
- o Implement agreed upon network connectivity leveraging iSCSI over 1 Gbit Ethernet network, Fiber Channel over 2/4/8Gbit Fiber Channel network, CIFS/NFS over 1 Gbit Ethernet.
- o Configure TCP/IP ports with appropriate vLAN(s) and Port Channels.
- o Configure FC ports with appropriate vSAN(s) and perform required FC zoning.
- o Attach up to 6 Customer supplied Host Servers.
 - These host servers will be limited to Microsoft Windows, Linux, or VMware ESX/ ESXi
 - These host servers will be internal hard drive boot only (No boot from SAN).
 - HBA and required software installation will require a reboot of the host.
- Configure block replication utilizing RecoverPoint (covered in detail in another section).
- Validate the implementation using the AOS Test Plan.
- Complete "As Built" documentation with the current configuration of the solution at time of installation.
- Provide a minimum Functional Overview of all related hardware, software, and documentation
 used in any project. AOS does not consider such an overview a substitute for formal product
 education. Please talk to the account manager about professional training services and
 additional documentation services.

Note: It is highly recommended that the customer dedicate multiple resources to work with AOS Engineers during the course of the entire project. This will greatly increase the customer's proficiency with administration of the system.

Recover-Point /SE CRR - Implementation (Both Locations)

- Unbox, rack, and wire (2) RecoverPoint Appliances (RPA) into a Customer supplied standard 19" data rack within the Production Data Center. (This will require, 2 rack units of space).
 - o The RPA's require Fibre Channel connectivity:



- If FC Director or Departmental switches are to be used perform all required zoning to complete connectivity.
- Direct connect the RPA's to open FC ports on the EMC VNX or CLARiiON array.
- o Four total EC320-C14 power receptacles will be required per site.
- o Five total TCP/IP addresses will be required per site.
- o Deploy the VNX / CLARiiON array based splitter on the VNX5300 array.

RecoverPoint Continuous Remote Replication (CRR)

- Install up to four RecoverPoint Appliances (RPA) total:
 - Two RPAs clustered at the local site.
 - Two RPAs clustered at the remote site.
 - The configuration of the RPA's at the remote site may be performed from the local site via RecoverPoint Deployment Manager.
- Install the RecoverPoint/SE client software on up to (2) servers.
- Perform all necessary SAN work, which may include:
 - Configuration of the array-based splitter solution on a Customer provided VNX or CLARiiON storage array.
 - o Perform all necessary fibre channel zoning.
- Perform all necessary configurations on the clustered RPA's via RecoverPoint Deployment Manager.
- Build and document the proposed architecture, using data from the Configuration Guide.
- Configure RecoverPoint/SE remote replication, including consistency groups and replication jobs:
 - o Up to (4) consistency groups total (local and remote sites).
 - o Up to 3 LUNs total (local and remote sites).
 - Up to 5TB of data total.
 - Note: During initial data transfer the AOS Engineer may not remain onsite. AOS recommends creating a smaller LUN, performing the data transfer testing, and verifying with the Customer that the configuration is completed. AOS will validate the consistency group status at the end of the data transfer.
- Complete and deliver the Configuration Guide.
- Validate the implementation using RecoverPoint Test Plan.
 - Note: When performing failover test, use small LUNs (5GB of less).
- Conduct a basic product functional/administrative knowledge transfer to familiarize the Customer with the implemented RecoverPoint appliances, demonstrating the normal operations as installed in the Customer's environment.



EMC VNX 5300 Implementation – Court House Location

Site preparation required for VNX 5300:

- Base VNX hardware (SPS, DPE/SPE, DM, CS) requires 5 C13 or NEMA 5-15 power outlets.
- Each additional VNX DAE requires 2 C13 or NEMA 5-15 power outlets.
- Two 20 Amp circuits will be required.
- The VNX will require 2 1Gb Ethernet connection for management.
- The VNX will require 2 IP addresses for management.
- The VNX will require at least 4 1Gb or 2 10Gb Ethernet connections for iSCSI. In addition iSCSI traffic will require 2 dedicated VLANs.
- The VNX will require at least 2 1Gb or 2 10Gb Ethernet connections for CIFS and NFS traffic.
- The VNX will require 1 or more IP addresses for CIFS or NFS traffic.
- This solution will require 12 rack units of standard 19" 4 post rack space.

AOS Engineer will perform the following installation tasks:

- Validate all components are onsite.
- Install all array related components into Customer supplied 4 post rack.
 - o Control Station(s).
 - o DPE (DataProcessor Enclosure).
 - o Data Movers
 - SPS (Stand-by Power Supply).
 - o DAE (Drive Array Enclosure).
- EMC VNX 5300 Storage Array configuration tasks.
 - Working with the Customers storage Administrator(s), talk through possible storage scenarios that will best support the new storage deployment. This will include both Block and File based scenarios.
 - o Implement the agreed upon storage layout leveraging traditional Raid Groups or FAST Virtual Pools, as well as, CIFS/NFS configurations according to the options purchased with the array.
 - Create agreed upon Block level LUNs, Block level Storage Pools, file level CIFS file shares, and file level NFS mount points.



- Work with the Customer network Administrator(s), talk through possible options for connecting the array to the Customer supplied network.
- o Implement agreed upon network connectivity leveraging iSCSI over 1 Gbit Ethernet network, Fiber Channel over 2/4/8Gbit Fiber Channel network, CIFS/NFS over 1 Gbit Ethernet.
- Configure TCP/IP ports with appropriate vLAN(s) and Port Channels.
- Configure FC ports with appropriate vSAN(s) and perform required FC zoning.
- o Attach up to 6 Customer supplied Host Servers.
 - These host servers will be limited to Microsoft Windows, Linux, or VMware ESX/ ESXi.
 - These host servers will be internal hard drive boot only (No boot from SAN).
 - HBA and required software installation will require a reboot of the host.
- Configure block replication utilizing RecoverPoint (covered in detail in another section).
- Validate the implementation using the AOS Test Plan.
- Complete "As Built" documentation with the current configuration of the solution at time of installation
- Provide a minimum Functional Overview of all related hardware, software, and documentation used in any project. AOS does not consider such an overview a substitute for formal product education. Please talk to the account manager about professional training services and additional documentation services.

Note: It is highly recommended that the customer dedicate multiple resources to work with AOS Engineers during the course of the entire project. This will greatly increase the customer's proficiency with administration of the system.

EMC Avamar Implementation

Site preparation required for Avamar:

- Each Avamar hardware component will require 2 physical rack units.
- Each Avamar hardware component will require 2 C13 or NEMA 5-15 power outlets.
- Each Avamar hardware server will require 1 or 2 (for High Availability) 1Gb Ethernet connection(s) to Customer supplied Network infrastructure.
- Each Avamar node will require 1 IP address on the Customer's network.
- An additional IP address is recommended, which will be used for the Remote Access port on each node.



• The remote access port on the server can share the primary Ethernet connection on each node if the DRAC IP address is on the same subnet as the node. If on a different subnet an additional Ethernet connection will be required per node.

Setup Diagram

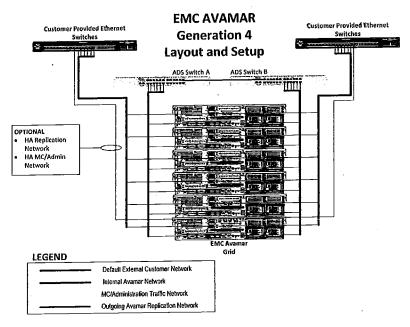


Figure 1

AOS Engineer will perform the following installation tasks:

- Validate all components are onsite.
- Install all Avamar hardware nodes into Customer supplied standard 4 post rack.
- Install Avamar Cube switches into Customer supplied standard 4 post rack.
- Install latest available Avamar software version.
- Install Avamar Downloader Service on a Customer supplied Windows 2003 or 2008 (non R2) server.
- Configure retention policies, datasets, schedules, and polices with the Customer's assistance based on Customer's requirements.
- Install, configure, and activate up to (10) EMC Avamar client agents as a demonstration for the Customer.



- Demonstrate restore capabilities of the system. This is limited to 10GB of File system data, 40GB of VMware Image, and 10GB of database data. All restores should be done with test data to ensure no production data is inadvertently over-written as part of the testing phase.
- Validate the implementation using the AOS Test Plan.
- Complete "As Built" documentation with the current configuration of the solution at time of installation.
- Provide a minimum Functional Overview of all related hardware, software, and documentation
 used in any project. AOS does not consider such an overview a substitute for formal product
 education. Please talk to the account manager about professional training services and
 additional documentation services.

Note: It is highly recommended that the customer dedicate multiple resources to work with AOS Engineers during the course of the entire project. This will greatly increase the customer's proficiency with administration of the system.

Cisco Nexus 5548 Implementation

Rack and Stack (4) Cisco Nexus 5548UP 10GB network switches at the following locations:

- 415 E 12th Street Data Center
- 1305 Locust Street Data Center

Note – These locations are across the street from each other.

Switch Configuration

Specific configuration details for the core switches include:

- Architecture
 - o Operating System: NX-OS
 - o High Availability Pair
 - o (2) uplinks \ trunks per closet
 - o Collapsed Core
 - o Multi-Chassis Ethernet Trunk (MCT)
- Basic Management Parameters
 - o Encrypted passwords
 - o SNMP community strings
 - o Console access
 - o Remote administrative access



- o SPAN\VSPAN
- o Cisco Discovery Protocol
- Layer2
 - o Up to 10 vLANs
 - o Spanning Tree Protocol: MST
 - o Virtual Port Channel (vPC)
 - o Root Guard
 - o BPDU Guard
 - o PortFast
 - o Bridging
- Multilayer Switching \CEF
- AOS Best Practices
 - o Debounce Timer
 - o Broadcast and Multicast Suppression
 - o Baby Giants and Jumbo Frames
 - o Error-Disable
 - o UDLD (optic interfaces)
- Security Best Practices
- Authentication, Authorization, Accounting (AAA)

Customer Services

- AOS will provide (1) cutover service as part of this statement of work
- AOS anticipates this cutover will need to occur outside of normal business hours

Data Migration Services

Any and all data migration services are to be billed separately on a Time & Materials basis.

Data of key interest would include:

- VMware VMFS Partitions
- Ret Hat Linux data including data base information.



Anything Services not specifically included in this document is EXCLUDED.

Deliverables

- Documentation of Physical layout of Environment
- Documentation of Logical layout of Environment
- Operational Administration and Best Practices Manuals
- Cisco Nexus switch configurations
- Topology diagram

Customer Responsibilities

In addition to any work tasks assigned to the client above in this Statement of Work, the Client agrees to the following preparations for this project:

- Ensure that any data on the existing arrays to be migrated has been fully backed up prior to the AOS Engineer coming onsite for this engagement.
- Customer is responsible for ensuring that a full backup of systems and data is performed prior to upgrade process. Failure to do this can result in data loss and is not a part of the statement of work to restore data.
- Ensure that proper power is available, any necessary rack space has been allocated and proper
 environmental requirements are met for any new equipment installations prior to the
 consultant arriving on site. Failure to provide proper environmental conditions could void
 server/appliance factory warranties or, may result in a Change Management request and
 appropriate cost adjustments.
- Customer must designate a minimum of two (2) staff members to serve as primary and secondary contacts for the duration of this project. Please see "Contacts and Resources" section within this Statement of Work.
- Customer is responsible for allowing AOS to access facilities during normal business hours from 8 AM – 5 PM, Monday – Friday. Any scheduling outside of normal business hours must be coordinated through project's designated contact(s) with one week advanced notice, (based upon availability) to allow for resource schedule coordination and procurement.
- Have any required existing server/host hardware and supported Operating Systems in good
 health with required service packs and/or patches applied prior to the consultant arriving on
 site. Systems requiring additional updates not specified in this Statement of Work will be out-ofscope and require a change form be completed.
- Provide an adequate workspace for AOS on site personnel with network connections to the Internet and customer's network as required including parking, phone, necessary network connection information, IP addressing, proxy account information, etc. while satisfying customer



- Security Policy requirements. (Note: In preparation of conversion to virtual machines run defragmentation and disk clean up on target servers)
- Provide remote access connectivity as required to assist in the completion of this statement of work. (Assumes compliance with existing customer security policy.)
- Have customer personnel available during implementation window to provide any required assistance and/or facilitate necessary communications to accomplish the required work.

Contacts and Resources

AOS will perform work at the following location(s):

Location	Contact
415 E 12Th Street G-8, Kansas City, MO	John Haas
1305 Locust Street, Kansas City, MO	Wayne Terry

Project Contacts

Name	Position/Company	Project Role
John Haas	System Administrator	Project Primary Contact
JHaas@jacksongov.org Ph: (816) 564-4294	Jackson County, MO	Troject Timary contact
Mike Lear	Assistant Director of IT	
mlear@jacksongov.org Ph: (816) 881-3153	Jackson County, MO	Project Primary Contact
Jeremy Dautenhahn	Account Manager	Primary AOS Sales Contact
Jeremy.Dautenhahn@aos5.com Ph: (913) 307-2300	Alexander Open Systems	, , , , , , , , , , , , , , , , , , ,
Mark Ortiz	Design Architect	Technical AOS Sales
David.Englebrick@aos5.com	Alexander Open Systems	Contact
Ph: (913-307-2394		
Mark Ortiz	Design Architect	Technical AOS Sales
David.Englebrick@aos5.com	Alexander Open Systems	Contact
Ph: (913-307-2394		



AOS Scheduling scheduling-kc@aos5.com	Alexander Open Systems	AOS Engineer Scheduling
Ph: (913) 307-2330		

Consulting Fees

The following table lists the costs for a Fixed Fee engagement. Shipping and taxes are not included. All prices are in U.S. dollars. See *Pricing Assumptions* below for additional information.

Fixed Fee Description	 Total Price
Total Services	\$61,920.00

Pricing Assumptions

- Unless otherwise identified within the scope or service brief, AOS bills travel one way to the customer site from the nearest AOS Office within that region at the identified engineer hourly rates. Except for the cutover(s) specified in this SOW, AOS will perform work during normally scheduled working hours (8:00 A.M. to 5:00 P.M. local time Monday through Friday), excluding AOS \ customer observed holidays. AOS will charge any work performed outside of these normal business hours at the rates shown below:
 - Overtime & Weekends billed at Normal Business Hours (NBH) + 50%
 - Holidays billed at Normal Business Hours (NBH) + 100% w/ (2) hour minimum
 - Emergency support billed at Normal Business Hours (NBH) + 50% w/ (2) hour minimum
- AOS will assess a cancellation fee of \$200 for scheduled work customer cancellations with less than 24 hour advanced notification. Notification of cancellations can be made to any of the contacts listed in the Contacts and Resources section.
- AOS sales and services are subject to any applicable AOS Master Services Agreement.
- Jackson County Missouri hereby assumes all costs associated with said requested services. Associated costs include, but are not limited to, those that are set by AOS under this Statement of Work. AOS agrees to obtain approval by Jackson County Missouri prior to incurring any costs in addition to those already itemized on this Statement of Work and the purchase order provided to AOS prior to the services being done.
- Typically, AOS will use local resources that will not require any travel expenses, assuming
 the work site is within an AOS office's local work area. In the event AOS needs a nonlocal resource, AOS will obtain prior written approval before incurring any travel charges.
 Jackson County Missouri will reimburse AOS for reasonable expenses incurred in



- connection with our performance of the Services, if any are required, including travel expenses, lodging, meals, parking fees, copying charges, delivery charges, postage, telephone charges and other related expenses.
- Payment of the net amount of an invoice is due 30 days from the date of AOS invoice, unless otherwise specified in this Statement of Work. All Pricing is subject to Other Terms and Conditions attached hereto and incorporated by this reference herein. Refer to Master Services Agreement for further information.
- All applicable state and local taxes, shipping charges (FOB customer dock), travel and associated expenses will be added to invoice.

Other Terms and Conditions

- AOS is not responsible for configuration, compatibility, or products requested per customer-provided specifications. AOS has professional design consulting services available to quote upon request.
- AOS will coordinate the ordering, delivery, warranties, and maintenance agreements of all equipment and software components listed that are purchased through AOS.
- Customer is responsible for returning all trade-in merchandise to the designated parties
 or issue a certificate of destruction if that is required. AOS will charge for equipment
 not returned.
- AOS will subject additional delays or communication coordination with 3rd party providers, (Telco's, local ISP's, remote vendors, etc.) not reflected in this Statement of Work to a Change Management Form request.
- AOS subjects Fixed Fee and Hourly services to progress billing at the end of each AOS monthly billing cycle.
 - o Progress billing amount is based on the amount of project completed at the completion of each AOS fiscal month. Final invoice is not delivered until the project is complete.
 - o Payment terms are net 30.
- Customer agrees not to solicit or pursue for employment any AOS personnel. Each party agrees not to hire or solicit for employment (or as an individual independent contractor) any employee of the other party until twelve (12) months after the date such person terminates employment with the other party. AOS further agrees not to hire or solicit for employment (or as an individual independent contractor) any other individual while he or she is performing services for Customer pursuant to a contract. If this paragraph is breached by the hiring of an employee of AOS, damages for such breach are agreed to be equal to the demonstrated cost of training a replacement for such individual. This paragraph does not apply to the hiring or solicitation of any



- individual who did not become known to the hiring or soliciting party as a result of the relationship between Customer and AOS created by this Agreement.
- AOS will only process orders signed by an agent of the company. AOS will require a purchase order if required by Customer's organization.
- This Statement of Work does not imply or guarantee a specific date or time frame for services to begin. All project timelines will be mutually agreed to by and between Customer and AOS.

Customer Acceptance

Due to the competitive confidentiality of information provided the accompanying materials, AOS and Jackson County Missouri shall keep all such information in the strictest confidence and shall not be divulged to persons other than Jackson County Missouri employees unless authorized by AOS. AOS bases the recommendations for equipment, programs and services on information customer has furnished to AOS and on observations by AOS. While AOS believes the price and materials list to be sound, the degrees of success with which equipment, applications and services are applied to information, processing is dependent on many factors, some of which are beyond the reasonable control of AOS.

The signature below affirms and acknowledges that you have read the above contents in its entirety and agree to the terms and conditions of this proposal as outlined.

Title:
Date:
y:
Title:
Date:
•

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	Original Contract Period	Annually Renewable
INFORMATION	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	ALEXANDE	ER OPEN SYSTEMS, INC.	YES
	,	Columbia	2415 Carter Lane Providence Point, Suite 1 Columbia, MO 65201	
		Springfield	636 West Republic Road, Unit F100 Springfield, MO 65807	
		St. Louis	1855 Bowles Ave, Suite 105 Fenton, MO 63026	
		Toll Free: Fax:	800-473-1110 636-686-1010	

ALEXANDER OPEN SYSTEMS CONTACT INFORMATION FOR CONTRACT CO62512

了完全的人的人,但是这个人的人的人,	PARTY OF THE PROPERTY AND ADDRESS OF THE PARTY OF THE PAR	Single Carlo March of March 11 to 1 to 1 to 1	WATER TO BE TO GO TO THE TO THE TOTAL TO THE
Name	Title	Phone	Email 2
Chris Alexander	Principal	800-473-1110	Chris.Alexander@aos5.com
Tom Boehmer	VP of Sales, Springfield	417-799-0736	Tom.Boehmer@aos5.com
	VP of Sales,		
Jason'Harris	St. Louis/Columbia	573-441-5601	Jason.Harris@aos5.com
Matt Cussigh	President, KC Metro	800-473-1110	Matt.Cussigh@aos5.com

Mandatory Use of Contract: 1. It is optional to utilize this contract. To utilize this contract, the Letter of Notification needs to be signed by Customer.

General Information: 2.

- AOS shall provide products and services, including pre-sales support, installation, engineering, helpdesk/telephone/electronic support, maintenance, and professional services for any educational entity of the 2.1 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.
- The acquisition of professional services is intended to support the design, acquisition and implementation 2,2 of the Customer's technology applications and in concert with the provision of products acquired under the contract.

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

- The Customer reserves the right to lease/purchase equipment under the contract. 2.4
- 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 2.5 shall not be acceptable.
- AOS must provide all promotional and trade-in pricing to the Customer if applicable. 2.6
- AOS must provide equipment that is equipped with the latest software release version, unless a Customer 2.7 requests an alternative software version be installed on the equipment.
- The shipping company or Manufacturer shall be responsible for replacing any item received in damaged 2.8 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.
- When the Customer places an order for products, installation, training, and maintenance with AOS they 2.9 shall pay the price that is indicated in the contract.
- The Customer may make advance deposits/payment for hardware maintenance and software maintenance 2.10 (upgrades/new releases/technical support-type agreements) only.

Single Point of Contact: 3.

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 3.1 problems relating to all hardware, software and services provided.

Pre-Sales Support: 4.

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. 4.1 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:

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.

Account Management: 9.

- 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 9.1 ample support in assisting the Customer's needs.
- 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 9.2 presence.
- 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, 9,3 usability, etc.
- 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. 9.4

Pricing: 10.

- 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, 10.1 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.
- Professional Services Pricing: AOS shall invoice the Customer for all services provided under the contract 10.2 in accordance with the pricing in the contract.
- Spot pricing is allowed-under-this-contract. Spot pricing must meet or exceed discounts listed in this 10.3 contract.
- 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. 10.4

Order Processing: 11.

- 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 11.1 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.
- 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.
- 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 inder 50.000.00
Cisto Hardylad	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
V IVI Wallo	Volume discount, then Cost plus 10%
Citrix	Education: 40% off EASY List Pricing- See Matrix for other Public
Citiz	Sector entities
VCE VBlock	30%
Axis Cameras	20%
HP Hardware	WSCA Contract pricing (WSCA Purchases are under WSCA contract) -
	Spot pricing for large projects exceed the published WSCA price and are
	nurchased under the CSD Contract.
Liebert Hardware	2004 off DGG DGA DGI GXT/GST2IJ.Nfinity, NX 10-30 KVA, Kack
Diobott Hatamare	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%
14TOOHOH WITSHY	Other Public Sector: 25%

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 <u>hourly dollar amount</u> of the service listed (AOS provided <u>Services</u>)

See MobileIron Pricing Matrix

	and the state of the second managinite angulated in
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	•
VII LUBI Sei vei	\$ 40.00 per CPU
	per GB RAM
	\$ 100.00 per VM / Management
	(Monitor/Management/Patching/Antivirus)
T. 1.10	(International Control of Control
Physical Server	MAG as
Example: Dual CPU Quad Core and 240	\$700.00 per Server
	\$/00.00Per 202,100
Virtual Desktops	dan on per liger
	\$30,00per user (1cpu, 2GB per user) (In addition to base Virtual infrastructure and storage
,	(1cpi), 2GB per user) (in addition to base virtual metals)
	required) (Including AV protection etc.)
Hosted Applications	was a licetion tune and concurrent users
	\$12.00 per application type and concurrent users
Backup	GD/A
	\$.70 per GB/Avamar \$.50 per GB / Data Domain
	\$.50 per GB / Data Domain
	g 35 per Agent / Comm v autr
	men ner managed noor
	(Solutions may require on-site nodes of application specific solutions
	agents at additional cost depending on requirements)
Chausas	
Storage	\$_60 per GB / Performance
•	(CANI 1517 DPM RAID 5)
	\$.50 per GB / Dev/Test (SAN SAS Drives, RAID 5)
	(SAN SAS Drives RAID 5)
	e 25 <u>Der UB / Alcinye</u> ————————————————————————————————————
	\$ 50.00 Tape Services \$ 5.00 @1000 users per user GB / Oxygen Cloud
	of 5 00 @1000 users per user GB / Oxygen Cloud
	(Dropbox like functionality with Security and central control)
	(Diobbox like imperiorately with poortry) and comments
Network	\$ 100.00 @ min 5 vLANs per vLAN / Number of vLANs required
	Ψ 200,02 (1)
	Ψ 10100
	L' LOGI VIDN
	# 100.00
	\$ 500.00 per vLAN / Intrusion
	Detection
	\$ 35.00 per Application monitoring
	\$ \$330.00 Per MB WAN Acceleration/ Optimization- This includes One
•	Optimization Appliance at both ends utilizing SilverPeak
	e 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

Page 7 of 13

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

ġ		per KW / Power per IP / Additional Public IP addresses
\$	Standard Cabinet and Power +20%, I	ninimum of 10 cabinet commitment Data Center Suite

Educational Services provided by Herdman Consulting and AOS

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

- Professional Development Planning
- o Establishing Goals, Objectives, and Program Evaluations
- o Infrastructure Readiness Assessments and Gap Analysis to Support the Program
- Maintenance and Support Planning
- o Device Selection and Deployment Recommendations
- 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%	
	Page 9 of	1.3	

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 Initial Order	Open-A \$150,000	Open-B \$300,000	Open-C \$600,000	Open-D/ Education \$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%	<u>4.0%</u>	
PlusOne (min)	\$225,000	\$450,000	\$650,000	\$875,000 .	
Ungrade Orders					

Cisco Pricing Matrix

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

UCS	
Vacana	Tandhera

Additional 8% discount

Cogacy randoon

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	
		Discount
Product	List	off list
MI-AM-ANY-PERP	7.5	5 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	<u> </u>	
Band C	3,001 to 5,000	
MI-AM-ANY-PERP	75	30.00%
MI-CUSTCAREPREMIUM-ANY	·	<u>ˈ</u>
MI-CUSTCARE-ANY		<u> </u>
Band D	5,001+	<u> </u>
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%