



## Board of Alderman Request for Action

**MEETING DATE:** 12/7/2021

**DEPARTMENT:** Parks and Recreation

**AGENDA ITEM:** Bill No. 2927-21, Purchasing Agreement with Software House International – 1<sup>st</sup> Reading

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**RECOMMENDED ACTION:**

A motion to approve Bill No. 2927-21, for first reading by title only.

**SUMMARY:**

The purpose of this Agreement is to facilitate compliance with state procurement requirements, to relieve the burdens of the public agency purchasing function, and to realize various potential economies, including administrative cost savings.

**PREVIOUS ACTION:**

Click or tap here to enter text.

**POLICY ISSUE:**

N/A

**FINANCIAL CONSIDERATIONS:**

City staff is recommending that the City enter into an agreement with Software House International to take advantage of its additional bidding process particularly for (but not limited to) the purchase of security cameras and software.

**ATTACHMENTS:**

- |   |                                   |
|---|-----------------------------------|
| <input checked="" type="checkbox"/> Ordinance                     | <input type="checkbox"/> Contract |
| <input type="checkbox"/> Resolution                               | <input type="checkbox"/> Plans    |
| <input type="checkbox"/> Staff Report                             | <input type="checkbox"/> Minutes  |
| <input checked="" type="checkbox"/> Other: Participation Contract |                                   |

**ORDINANCE APPROVING AN AGREEMENT WITH SOFTWARE HOUSE  
INTERNATIONAL**

**WHEREAS**, Software House International, hereinafter referred to as "SHI" provides state agencies the ability to purchase personal computer (PC) related hardware (desktops, portable computers, servers, printers, peripherals/supplies), software and software maintenance, and value-added services (installation, warranty, warranty upgrades, service plans, critical systems hardware maintenance, and fixed asset tracking) on an as needed basis; and

**WHEREAS**, the products and services offered under the contract must be suitable for use in the business transacted by the State of Missouri; and

**WHEREAS**, the intent of the agreement is to provide a robust assortment of products and services from which the state may purchase. SHI assist and provides product pricing, order processing, product and service delivery, inventory and other administrative and reporting functions and support, to accommodate the state agency in determining overall needs; and

**WHEREAS**, City staff has recommended that the City enter into an agreement with SHI to take advantage of its additional process particularly for (but not limited) the purchase of security cameras and software; and

**WHEREAS**, SHI has provided a Participation Agreement (attached hereto as Exhibit 1) for the City to participate in this program.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE  
CITY OF SMITHVILLE, MISSOURI AS FOLLOWS:**

That the Mayor is authorized and empowered to sign on behalf of the City the Participation Agreement with Software House International attached hereto in the form of Exhibit 1.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the \_\_\_\_ day of December 2021.

\_\_\_\_\_  
DAMIEN BOLEY, MAYOR

ATTEST:

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LINDA DRUMMOND, CITY CLERK

1<sup>st</sup> reading 12/07/2021

2<sup>nd</sup> reading \_\_/\_\_/\_\_



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING

## NOTIFICATION OF STATEWIDE CONTRACT

March 26, 2018

**CONTRACT TITLE:** PC PRIME VENDOR SERVICES

<b>CURRENT CONTRACT PERIOD:</b>	<b>February 9, 2018 through June 30, 2019</b>	
<b>RENEWAL INFORMATION:</b>	Original Contract Period:	February 9, 2018 through June 30, 2019
	Renewal Options Available:	Three (3) One-Year Periods
	Potential Final Expiration:	June 30, 2022
<b>BUYER INFORMATION:</b>	Christopher Lozuaway 573-751-1567 <a href="mailto:Christopher.Lozuaway@oa.mo.gov">Christopher.Lozuaway@oa.mo.gov</a>	

**QUOTES MAY BE REQUESTED FROM SHI INTERNATIONAL CORP. PRIOR TO APRIL 1, 2018;  
HOWEVER, ORDERS SHALL NOT BE PLACED UNTIL APRIL 1, 2018.**

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL EXECUTIVE BRANCH AGENCIES WHO FALL  
UNDER RSMO 34.

Local Purchase Authority shall not be used to purchase hardware, software, supplies, and services identified as 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'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 / MissouriBUYS Number	VENDOR INFORMATION	Other Participating Organizations	COOP PROCUREMENT
CT160910001	2230096480 0 / MB00084470	SHI International Corp. (SHI) 290 Davidson Avenue Somerset, NJ 08873 Phone: (512) 517-4088 Fax: (732) 868-5903 Web Address: <a href="http://www.shi.com">www.shi.com</a>	• SHI (MBE/WBE)	Yes

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
2/9/18 – 6/30/19	4/2/18	Transition Language Removed, RoundTrip Catalog Information Added, Attachment A – SHI International Corp. Contact Information Phone Number Amended on Page 2, and Attachment C – RFPT30034901600910 Added
2/9/18 – 6/30/19	3/26/18	Contract awarded

**NOTICE: EFFECTIVE APRIL 1, 2019, ROUNDTrip CATALOG IS AVAILABLE WITHIN MISSOURIBUYS TO PLACE ORDERS FROM.**

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## **ATTACHMENTS**

Attachment A – SHI International Corp. Contact Information  
Attachment B – PC Prime Vendor Services Contract Usage Guide  
Attachment C – RFPT30034901600910

**MVE WAIVER REQUIREMENTS** – In the event printer toner is available from Missouri Vocational Enterprises (MVE), the state agency must acquire the item from MVE as required by section 217.575 RSMo unless the state agency has obtained a waiver from MVE (<http://oa.mo.gov/mo/samii/fin/bulletins/MVEReleaseForm021805.pdf>). It is the agency's responsibility to check the MVE catalog (<http://doc.mo.gov/mve/html/1.htm>) prior to making purchases for toner from the PC Prime Vendor contract.

## **1. GENERAL CONTRACT INFORMATION:**

- 1.1 Purpose:** The purpose of the PC Prime Vendor contract is to provide state agencies the ability to purchase personal computer (PC) related hardware (desktops, portable computers, servers, printers, peripherals/supplies), software and software maintenance, and value-added services (installation, warranty, warranty upgrades, service plans, critical systems hardware maintenance, and fixed asset tracking) on an as needed basis. The products and services offered under the contract must be suitable for use in the business transacted by the State of Missouri. SHI shall not offer products and services outside the parameters defined within this document.

The intent of the contract is to provide a robust assortment of products and services from which the state may purchase. SHI shall assist and provide product pricing, order processing, product and service delivery, inventory and other administrative and reporting functions and support, to accommodate the state agency in determining overall needs.

- 1.2 Product Use:** All hardware and software available for use through the contract and as acquired by the state agency shall be utilized in a microcomputer/personal computer environment. SHI must report to a representative named by the State Chief Information Officer of the Office of Administration's Information Technology Services Division to work with SHI and the Division of Purchasing to monitor the actual utilization of the contract to confirm whether hardware and software purchases are consistent with intended scope of contract.

Any hardware and software ordered by and delivered to the state must be compatible with the environment for which it is ordered.

- 1.3 IT Accessibility:** State agencies shall be responsible for accommodating the PC computing needs of their disabled employees. If the PC computing products needed to accommodate accessibility issues are available under the contract, the state agencies may, but are not required to, use the contract to accommodate such special needs.

- 1.4 Website Access:** Information relating to the price and availability of the entire list of hardware and software products, as well as services, is available on SHI's web site at <https://www.publicsector.shidirect.com/>.

User Name: Missouri  
Password: PCprime1

- 1.5 Eligible Users:** The contract is mandatory for all executive branch state agencies with the exception of the Missouri Lottery and state colleges and universities and with the exception of those items noted herein as non-mandatory for the state agencies. For these exempted agencies, as well as the legislative and judicial branches of state government, the contract is a non-mandatory contract. In addition, cooperative procurement entities are allowed to purchase from the contract.

- 1.6 Single Point Of Contact:** SHI is the single point of contact for all products and services regardless of subcontract arrangements. This includes assuming responsibility and liabilities for all problems relating to any hardware, software, and value-added related services provided.

For information regarding hardware and software pricing/quotes, state agencies should contact their respective inside sales representative listed in Attachment A. For information regarding all other support services including order status, returns, computer repair, maintenance agreement pricing, etc., users should call or email the appropriate inside sales representative.



Team Accessibility: The account management team will be accessible by both telephone and e-mail between the hours of 8 a.m. and 5 p.m. Central Time, Monday through Friday, excluding state holidays.

The toll free number: 888-711-2613.

**1.7 Subcontractors:** SHI is partnering with UTC and InfiniTech to provide IT services including maintenance, installation of hardware and software, implementation, support including Help Desk, Server Administration, project management, and network support and network security. SHI is a Large Account Reseller (LAR) for all Microsoft products.

**1.8 Employee Purchase Website:** SHI's website provides direct links to the employee purchase programs made available by the manufacturers to state employees. More information about the Employee Purchase Website will be provided in the near future.

## **2. PRICING INFORMATION**

**2.1 Acquisition Options/Pricing:** SHI will apply the following percentages over SHI's documented acquisition cost:

Description	Percentage Over Acquisition Cost
Desktop Computers, Portable Computers, Peripherals, and Printers	2.75%
Servers	2.75%
Software and Software Maintenance (excluding Microsoft)	2.5%
Microsoft Software and Maintenance	1.25%
Manufacturer-Provided Value Added Services (Including but not limited to warranty, warranty upgrades, critical systems hardware maintenance, fixed asset tracking, hardware imaging, installation, implementation, technical support, equipment disposal, and software tracking)	5%
Contractor-Provided Value Added Services (Including but not limited to installation, hardware imaging, implementation, warranty/service plans, technical support, equipment disposal, software training, and solution testing and research services)	5%

SHI's documented acquisition cost shall be the actual price paid by SHI for the products and services sold and shall be determined at the time of shipment. SHI shall not invoice the state agency until SHI has documentation of their final documented acquisition cost from the supplier and until SHI ships the product(s). SHI shall invoice the state agency for all hardware and software provided under the contract based upon SHI'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 in MissouriBUYS, on SHI's website, or provided by SHI'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 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.

**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, SHI shall accept the P-Card for payment and will charge an additional fee of 2.45% over SHI'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 SHI 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 for set periods of time with state agencies able to purchase the awarded products during the designated timeframe. State agencies may visit the separate links for the bulk buy spreadsheets, which include the current pricing and configurations. State agencies may also visit MissouriBUYS' punchout catalog or SHI'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 SHI for specific educational products and associated discounts.

### **3. PRICE QUOTATION AND ORDER PROCESSING**

**NOTE: Effective April 1, 2018, RoundTrip Catalog is available within MissouriBUYS to place orders from.**

**3.1 Product/Pricing Assistance:** SHI's 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 SHI's toll-free number (888-711-2613), or may consult the MissouriBUYS punchout catalog or SHI's website for a description of the products or services at <https://www.publicsector.shidirect.com/>.
- b. Team Accessibility: SHI's account management team shall be available between the hours of 8:00 a.m. and 5:00 p.m. Central Standard Time, Monday through Friday, excluding state holidays. (A list of Missouri State Holidays can be found at the following location: <https://oa.mo.gov/commissioner/state-holidays> )

**3.2 Price Quotations:** SHI must provide a price quotation for products and services available through the contract when requested by a state agency. SHI must not issue a waiver (or refuse to provide a quote) for *mandatory hardware and software* acquisitions if they are available to SHI. If a waiver is given, a reason must be provided in writing.

- a. SHI must provide the state agency with written acknowledgement of a request for a quote within four (4) business hours. SHI must provide the state agency with an electronic report regarding the status of any outstanding price quotation requests every eight (8) business hours. The price quotation must, at a minimum, 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 Who Provided Price Quotation;
  - and
  13. Date Price Quotation Was Submitted To State Agency.

- b. The price quotation must, upon the agencies' request, will include the name, quoted price, estimated delivery date for each of the sources that SHI received a quote on the state's behalf, and date the price quotation was requested by agency.
- c. SHI 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 24 Hours

- d. If prolonged research is required, SHI commits to contacting the customer via phone or email within twenty-four (24) 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) business days, a waiver for the state agency to purchase the item(s) outside of the contract may be requested from SHI.

**3.3 Purchase Order Issuance:** the state agency shall generate a purchase order based on product quotes obtained from the account management team or through product/pricing information obtained via MissouriBUYS' punchout catalog or SHI's website. SHI will specify, at a minimum, the following information:

- a. Contract number;
- b. Order number;
- c. State Agency Number/Identifier (if applicable);
- d. State Agency Contact (agency's name, contact person [two (2) individuals if possible] and phone numbers);
- e. Contract Line Item Number;
- f. Quantity;
- g. Unit price;
- h. Delivery Instructions; and
- i. Any pertinent information relating to the product(s) and/or services requested (including brand/model, options, and any required services).

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 in MissouriBUYS' punchout catalog or on SHI'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.

SHI 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 SHI's online order tracking site.

**3.4 Order Substitutions:** SHI shall not substitute any item(s)/component(s) ordered by a state agency until SHI: 1) notifies the state agency in writing, and 2) receives written approval from the state agency to proceed with the substitution.

- c. Substitution Authorization: The State of Missouri reserves the right to accept any proposed substitution offered by SHI on the order; however, the state agency shall be final authority as to the acceptability of substitutions and reserves the right to accept or reject any substitution.
- d. Substitution Approval Form: SHI must provide a form for state agencies to use to indicate their approval of a product substitution prior to SHI's shipment of the substituted goods. This approval may be executed via e-mail, fax, or hardcopy mail/delivery.

**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:** SHI shall transfer ownership of all products and services purchased through the contract to the state agency upon acceptance, including providing this ownership information to the original manufacturer or vendor providing the hardware or software.

#### **4. DELIVERY AND PRODUCT RETURNS**

**4.1 General Delivery Requirement:** SHI must deliver the item(s) ordered, FOB destination, freight charges prepaid by SHI, to the agency location specified on the purchase order issued by the state agency. SHI 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 as identified in the quotation and subsequent purchase order.

**4.2 Normal and Expedited Shipping:** Normal and reasonable freight charges must be included in SHI'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, 2<sup>nd</sup> day service, etc.). Any such requests shall be in writing from the state agency.

**4.3 Pallet Delivery:** SHI 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 SHI's documented acquisition cost, as defined herein. The state agency shall advise SHI of pallet delivery requirements, upon placement of order(s).

**4.4 Delivery Timeframes:** SHI must deliver all products within thirty (30) calendar days after SHI's receipt of a properly authorized purchase order 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:** SHI 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:** SHI 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 or damaged items to SHI for replacement. Any product(s) returned to SHI for replacement shall be delivered to SHI in accordance with the product return requirements identified below.

**4.7 Product Returns:** SHI must provide for product returns in accordance with the following requirements:

- a. **Return Notification:** Unless otherwise mutually agreed to in writing by SHI and the state agency, the return of products shall occur at no cost within thirty (30) calendar days after the state agency's initial receipt of the product in accordance with the supplier/manufacturer product return policies. If a product is ordered/received due to contractor error, SHI shall accept return of the product within thirty (30) calendar days after the state agency's initial receipt of the product whether unopened or opened. 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.

1. The state agency shall call the toll-free number (888) 711-2613 to obtain a return authorization (RA) in order to return any product(s).

- b. **Return Packaging:** SHI shall not require the agency to return any products in their original packaging unless required by the manufacturer. Original packaging shall be considered the packaging directly holding the product, not the shipping container.
- 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 SHI'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. DESKTOP COMPUTERS, PORTABLE COMPUTERS, SERVERS, PRINTERS AND PERIPHERALS/SUPPLIES**

**5.1 New/Used 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.

**5.2 Required Hardware:** The following hardware is required to be purchased by state agencies through the contract. The categories of equipment are limited to the referenced manufacturers only.

- a. **Desktop Computers:** SHI must provide the entire enterprise (business class, thin client, network certified, etc.) line of desktop products, including virtual desktop products, from each of the manufacturers listed below. The desktop computers provided under the contract shall be limited to these manufacturers only, unless the contract is otherwise amended by the state. SHI must be able to provide desktop computers with Intel and AMD processors, as applicable from the manufacturer, and as requested by the state agency.

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

- b. **Portable Computers (Laptops, Notebooks, Netbooks, Table PCs, and Ruggedized Computers):** SHI must provide the entire enterprise (business class, network certified, etc.) line of portable products including laptops, notebooks, netbooks, tablets, and ruggedized computers, from each of the manufacturers listed below. Portable (including tablets) computers acquired from the contractor shall not be acquired with a cellular wireless data plan. Inactivated cellular network cards from the laptop and tablet manufacturers are allowed. SHI must be able to provide portable computers with Intel and AMD processors, as applicable from the manufacturer, and as requested by the state agency. The portable computers, except for tablets, provided under the contract shall be limited to only the manufacturers listed below, unless the contract is otherwise amended by the state. Any consolidated Office of Administration (OA) state agency desiring a tablet from a manufacturer not identified herein must first receive approval from the OA Information Technology Services Division (OA-ITSD). The contractor must receive written approval from OA-ITSD before supplying OA state agency tablet requests from manufacturers other than those identified herein:

- 1. Apple
- 2. Dell
- 3. Hewlett Packard
- 4. Lenovo
- 5. Microsoft
- 6. Motion Computing (tablet PCs only)
- 7. Panasonic (ruggedized line only)
- 8. Samsung (tablets only); and
- 9. Xplore Technologies (ruggedized line only).

- c. **Servers:** SHI must provide the entire enterprise (business class, network certified, etc.) line of server products from each of the manufacturers listed below. SHI must be able to provide servers with Intel and AMD processors, as applicable from the manufacturer, and as requested by the state agency. The servers provided under the contract shall be limited to only the manufacturers listed below, unless the contract is otherwise amended by the state:

1. Cisco (only for servers not used for network purposes)
2. Dell
3. Hewlett Packard
4. Lenovo

- d. **Printers (Including Printer-Based Multifunctional Equipment):** SHI must provide the entire enterprise (business class, network certified, etc.) line of printer products, including multi-functional equipment, from each of the manufacturers listed below. The printers provided under the contract shall be limited to only the following manufacturers listed below, unless the contract is otherwise amended by the state:

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

- \* Multi-functional printer equipment shall be defined as the following:
  - Multi-function printer equipment shall include an inkjet or laser-printer print engine.
  - Multi-functional printer 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.
  - Multi-functional printer 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).
  - Once the manufacturers' warranty/extended warranty ends, multi-functional printer equipment maintenance costs shall either be based on (1) a monthly fee, or (2) usage (click charges), or (3) acquisition of self-maintenance kits. The maintenance approach shall be made at the sole discretion of the using state agency.
  - 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 Keith Jones with OA/ITSD before purchasing any printing and/or scanning devices that will be connected to the state's network. Keith can be reached at (573) 751-1414 or [Keith.Jones@oa.mo.gov](mailto:Keith.Jones@oa.mo.gov).

NOTE: All state agencies must coordinate with Dan Mustoe with State Printing before purchasing any color printers. Dan can be reached at (573) 526-2126 or [Dan.Mustoe@oa.mo.gov](mailto:Dan.Mustoe@oa.mo.gov).

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

**a. Required Peripherals:**

1. Memory Expansion
2. Monitors (30" screen or below)

3. Portable computer accessories (batteries, docks, and port replicators)
4. PC Components (CPU upgrades, motherboards, graphic cards, and sound cards)
5. Server Components (racks and cabinets)

**b. Non-mandatory Peripherals:**

1. Storage Area Networks (SAN): The SANs provided under the contract are limited to the following manufacturers only, unless otherwise revised by the state:
    - Dell
    - EMC
    - Hewlett Packard
    - Hitachi
    - IBM
    - Lenovo
    - NetApp
    - Sun Storage
    - 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 Hardware (privacy filter, anti-glare filter, portable computer security lock, etc.)
  13. PC-Based Video Conferencing Equipment only from brands Tandberg, Polycom, and Bridget;
    - Magnetic Tape Backup
    - Modems
    - Monitors (greater than 30")
    - Scanners
- c. Non-Mandatory Media/Supplies: 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

**5.4 Product Use:** All hardware available for use through the contract and as acquired by the state agency shall be utilized in a personal computer environment. Acquisition of midrange and mainframe computers is not permitted through this contract.

**5.5 Documentation/Operating Manuals:** SHI 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 (either hardcopy or electronic version) for all hardware provided.

**5.6 Certifications:** If requested by the State of Missouri, SHI 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.

**5.7 Excluded Products:** The following items are **NOT** currently being considered for inclusion in the contract:

- a. Telecommunications Equipment (including cellular devices, except for inactivated internal cellular network cards provided by the manufacturer)
- b. Networking Products (other than those listed under Required and Non-Mandatory Peripherals)
- c. Standalone Copy Machines
- d. Copier-Based Multi-Functional Printer/Copier/Scanner/Fax Machines
- e. Cellular Wireless Communication Products
- f. Standalone Facsimile Machines
- g. Microfiche/Microfilm Products
- h. Multiplexers
- i. Midrange Computer Products
- j. Mainframe Computer Products
- k. Kiosk Housing, except for internal PC-based components allowed above

## **6. SOFTWARE AND SOFTWARE MAINTENANCE**

**6.1 Required Software:** SHI must provide all the PC software products provided by the software manufacturer as listed below:

- l. Adaptive Protocols
- m. Adobe
- n. Advanced Software Products Group, Inc
- o. Bomgar
- p. Citrix Software
- q. ESRI
- r. FireEye
- s. IBM
- t. Lakeside
- u. McAfee
- v. Microsoft
- w. Parallels
- x. RSA
- y. VMware
- z. SAP
- aa. SDI USA Inc.
- bb. Symantec

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 Volume License Agreement Software:** SHI must provide the entire software product lines for software manufacturers that the State of Missouri has established volume license agreements. The State of Missouri reserves the right to establish new volume license agreements for software. SHI 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.

The State of Missouri currently maintains the following volume licensing agreements:



Software Manufacturer	Agreement Name	Pricing Levels
Microsoft:	Select 6 Local & State Government	Application: D
		Systems: D
		Servers: D
	Select 6 Academic	Application: D
		Systems: D
		Servers: D
	Enterprise 6	D
IBM/Lotus:	International Passport Advantage Agreement	J

- 6.3 Versions:** SHI 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 by SHI.
- 6.4 Manufacturer-Authorized Software:** SHI must only provide software packages which are manufacturer-authorized and approved for distribution to the State of Missouri's using agencies. The software packages must contain, when available from the manufacturer, the manufacturer's user/installation documentation (physical or digital copies are acceptable), except for "media only" software. SHI must provide registration and licensing documents when provided by the manufacturer.
- 6.5 Non-Mandatory Software:** The acquisition of PC software and Volume License Agreement Software from manufacturers other than the required software manufacturers' products listed herein may be made through the contract (if available from the SHI). The state reserves the right to procure PC software, especially those for which maintenance will be required in subsequent years, through competitive bid outside of the PC Prime Vendor contract unless extenuating circumstances are documented and approved by the Division of Purchasing.
- a. State agencies may purchase non-mandatory software through SHI, CDW, Insight, or EnPointe through the NASPO ValuePoint "Software Value-Added Reseller" contract:  
<http://www.naspovaluepoint.org/#/contract-details/69/overview/general>
- 6.6 Mandatory Software Maintenance:** SHI must provide for the acquisition of maintenance for all mandatory software ordered through the contract, if requested by the agency. SHI must make upgrades/fixes/new releases etc. available to state agencies to acquire or for state agencies to acquire at no cost whichever is appropriate per the software manufacturer's policy for each situation for all mandatory PC software, whenever available, from one of the mandatory software manufacturers' PC software product lines.
- a. SHI should provide the agency written notification ninety (90) calendar days before expiration of software maintenance and licenses acquired through the contract. If the software maintenance and licenses has not been renewed/continued, SHI should provide written notification to the state agency on the date of expiration.
- 6.7 Non-Mandatory Software Maintenance:** SHI must provide for the acquisition of maintenance for all software ordered through the contract, if requested by the agency. SHI must make upgrades/fixes/new releases etc. available to state agencies to acquire or for state agencies to acquire at no cost whichever is appropriate per the software manufacturer's policy for each situation for all non-mandatory PC software, whenever available, from one of the non-mandatory software manufacturers' PC software product lines.
- 6.8 Product Use:** The software available for use through the contract and as acquired by the state agency shall be utilized in a personal computer environment.
- 6.9 Security Solutions:**

SHI must provide security hardware, software, and services solutions which include the following categories:

- a. Training and Awareness
- b. Threat Intel
- c. Firewalls
- d. Anti-virus
- e. Intrusion Prevention Systems
- f. Advanced Malware Protection
- g. Breach Detection
- h. Data Loss Prevention
- i. Web Gateways
- j. Web Application Firewalls
- k. Mail Gateways
- l. Network Access Control
- m. Denial of Service Protection
- n. Shadow IT
- o. Insider Threat
- p. Security Analytics
- q. Authentication and Access Management
- r. Secure Remote Desktop Access
- s. Network Forensics
- t. Endpoint Forensics
- u. Governance, Risk, and Compliance
- v. Incident Response
- w. Vulnerability Management
- x. Vulnerability Assessments

State agencies are not required to purchase security solutions through the contract.

## **7. MANUFACTURER PROVIDED VALUE-ADDED SERVICES**

**7.1 Required Value-Added Services:** SHI must provide for the acquisition, if requested by the state agency, of manufacturer-provided value-added services, either directly through the manufacturer or through manufacturer-authorized entities to meet the varying needs of the state agencies. Services, when available from the manufacturer, must include, but are not limited to, warranty, warranty upgrades, service plans, critical systems hardware maintenance, fixed asset tracking, hardware imaging, installation, implementation, technical support, equipment disposal, and training.

**7.2 Manufacturer Warranty:** State agencies may, but are not required to, purchase maintenance under the contract. Warranties shall commence upon delivery and acceptance at the state agency facility.

- a. **Manufacturer Warranty Upgrades:** SHI must provide for the acquisition of manufacturers' upgrades to the standard warranties for all servers, desktops, portable computers, and printers available.
- b. **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 SHI shall provide for the acquisition of manufacturer service plans for all servers, desktops, portable computers, and printers available.

**7.3 Critical Systems Hardware Maintenance:** SHI shall provide for the acquisition, when available from the manufacturer, of critical systems maintenance for servers, desktops, portable computers, and printers either from the manufacturer or a manufacturer-authorized third party maintenance provider (if applicable). 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).

- a. SHI 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 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 twenty-four (24) hours after notification of the problem.

- 7.4 Fixed Asset Tracking:** SHI must provide for the acquisition, when available from the manufacturer, of hardware/software asset tracking services from the manufacturer or a manufacturer-authorized third party provider (if applicable). SHI must provide the ability to receive information from the manufacturer of those assets, or a manufacturer-authorized third-party provider (if applicable), that the state determines must be tracked. The state will work with SHI 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).
- 7.5 Hardware Imaging:** SHI must provide, when available from the manufacturer, hardware imaging services such as, but not limited to, device imaging, burn-in, custom factory settings, cabling (excluding services requiring prevailing wage), and racking from the manufacturer or a manufacturer-authorized third party provider (if applicable).
- 7.6 Installation/Install Assistance:** SHI must provide, when available from the manufacturer, installation services, upon request by the state agency, from the manufacturer or a manufacturer-authorized third party provider (if applicable) for new systems.
- a. **System Installation/Setup Options:** SHI 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, are required SHI to deliver with the specific hardware and/or software ordered.
- 7.7 Implementation Services:** SHI must provide, when available from the manufacturer, implementation services provided by the manufacturer and a manufacturer-authorized third party provider (if applicable). Implementation services shall encompass all the processes involved in getting new software or hardware operating properly in its environment, including configuration, integration, running, testing, and making any necessary changes.
- 7.8 Technical Support:** SHI must provide, when available from the manufacturer, toll-free telephone and on-line technical support from the manufacturer or a manufacturer-authorized third party provider (if applicable). SHI's technical staff should be able to assist state agencies at the user level and above, to resolve basic and advanced questions about installation, configuration, and functionality for any product purchased from the contract.
- 7.9 Equipment Disposal:** SHI should provide, when available from the manufacturer and upon the state agency's receipt of a waiver from the Missouri State Agency for Surplus Property (MOSASP), or, if an agency is exempt from the requirement to dispose of equipment through MOSASP, disposal services for functional and non-functional computer equipment from the manufacturer or a manufacturer-authorized third party provider (if applicable). The State of Missouri does not currently intend to utilize these services for functional equipment however, if the desire does arise in the future, the state reserves the right to obtain the services through the contract.
- 7.10 Software Training:** SHI must provide, when available from the manufacturer, manufacturer and manufacturer-authorized third party (if applicable) software training services not available through the State of Missouri's statewide software training contracts. For state agencies' convenience, the software training may be acquired through this contract when not available through the statewide software training contracts.

## **8. OPTIONAL SHI PROVIDED VALUE-ADDED SERVICES**

- 8.1 Optional Value-Added Services:** State agencies are not required to utilize the contract for SHI-provided value-added services described herein. SHI must be able to provide for the acquisition, if requested by the state agency, of installation services, implementation services, non-manufacturer warranty/service plans, non-manufacturer installation services, help desk/call center services, technical support, fixed asset tracking, hardware imaging,

equipment disposal, training, and solution testing and research services. SHI may, but is not required to, provide additional appropriate value-added services. SHI's provided value-added services shall not include consulting services. All SHI-provided value-added services must be provided for both networked and non-networked devices. SHI must provide for the acquisition of all contractor-provided value-added services for all mandatory manufacturers identified in the RFP.

**8.2 Installation/Install Assistance:** Upon request by the state agency, SHI must be able to provide installation services for new systems. If the equipment is considered to be user-installable, SHI must provide installation assistance (e.g. telephone support), if requested, at no additional cost to the state.

a. **System Installation/Setup Options:** At the discretion of the state agency, SHI must be able to provide for the acquisition of manufacturers' system installation/setup options to be used. The state agency shall specify on the purchase order which of the installation/setup options, if any, are required SHI to deliver with the specific hardware and/or software ordered.

**8.3 Hardware Imaging:** SHI must be able to provide contractor-provided or third-party provided hardware imaging services such as, but not limited to, device imaging, burn-in, custom factory settings, cabling (excluding services requiring prevailing wage), and racking.

**8.4 Implementation Services:** SHI must be able to provide implementation services provided by SHI or a third party. Implementation services should encompass all the processes involved in getting new software or hardware operating properly in its environment, including configuration, running, testing, and making any necessary changes.

**8.5 Non-Manufacturer Warranty/Service Plans:** SHI must be able to provide other warranty/service plans, including but not limited to, contractor-provided or third-party provided warranty/service plans which are certified by the manufacturer. Any non-manufacturer warranty/service plans offered should provide similar degree of services to what the manufacturers offer.

a. **Maintenance Requests Over the Internet:** It is desirable that SHI provide online requests for maintenance services or warranty services using the Internet.

**8.6 Non-Manufacturer Installation Services:** SHI shall provide other installation services provided by SHI or third party which are certified by the manufacturer.

**8.7 Technical Support:** SHI must be able to provide toll-free telephone and on-line help-desk and technical support, and call center services. SHI's technical staff should be able to assist state agencies at the user level and above, to resolve basic and advanced questions about installation, configuration, and functionality for any product purchased from the contract.

**8.8 Software Training:** SHI must be able to provide contractor or third party software training services not available through the State of Missouri's statewide software training contracts (C212030001-006). For state agencies' convenience, the software training may be acquired through this contract when not available through the statewide software training contracts.

**8.9 Solution Testing and Research Services:** SHI must be able to provide an environment that provides the ability to design, build, educate, demonstrate, and deploy hardware and software solutions.

## **9. REPORTS**

**9.1 Sales/Utilization Reports:** SHI must provide quarterly and annual sales/utilization reports electronically to the buyer of record and to other groups or committees when requested and deemed appropriate by the Division of Purchasing. The state reserves the right to request such utilization reports be produced on a monthly basis as deemed necessary.

- a. An electronic copy of the utilization report must be delivered within ten (10) business days of the date the report is requested by the buyer of record, unless a longer period of time is agreed to by the buyer.
- b. The report must include at a minimum the manufacturer/provider's name, types of products/services sold by each manufacturer/provider (i.e. hardware, software, training, etc.), purchaser of product (i.e. agency, cooperative entity, etc.) quantities purchased, and sales totals, from the previous month's contract activity or any period of time longer than one month (i.e. quarterly, annually, etc.).
- c. SHI must be able to provide a report, upon request by the Division of Purchasing, which breaks down sales by manufacturer/provider, product/service category (i.e. desktop computer, laptop computer, tablet, software, servers, maintenance, training, etc.), and whether orders were from state agencies or cooperative entities.

**9.2 Backorder Status Report:** Upon written request from a state agency, SHI must provide weekly status reports to the state agency regarding backordered products and outstanding orders. The weekly status report must at least include the following information:

- a. State Agency Name;
- b. Backordered Product Brand and Model;
- c. Backordered Purchase Order Number(s) affected;
- d. Status of Backorder; and
- e. Date Contractor Followed Up on Backorder Status with their Source.

**9.3 Periodic Activity Reports:** SHI must provide, upon written request from a state agency or the Division of Purchasing, periodic activity reports of a state agency's specific purchasing activity.

- a. The periodic activity reports must be available by state agency, product category (i.e. hardware, software, etc.), manufacturer, part number, purchase order number, date of purchase, number of units purchased, other available descriptors, etc.

**9.4 Ad-Hoc Reporting Requirements:** SHI must provide ad hoc reporting to the Division of Purchasing and state agencies. Composition of all ad hoc reports shall be mutually agreed to by SHI and requesting state agency, including the report's feasibility, content, format, and timeframe for delivery. All costs shall be the responsibility of SHI.

**9.5 Warranty Expiration Notifications:** SHI must provide the state agency with written or electronic notification of hardware systems (i.e. desktops, portable computers, servers, etc.) and printers with a warranty provided from or through SHI that is due to expire during the following quarter. If the warranty has not been renewed/continued, SHI should also provide written notification on the date of the warranty expiration. This notification applies only to systems and printers sold to the State of Missouri by SHI under the contract. The notification must include, at a minimum:

- a. Purchase Order Number from Original Equipment Order;
- b. Date of Purchase Order;
- c. Name and Address of State Agency Placing Original Equipment Order;
- d. Date of Warranty Expiration; and
- e. Equipment Make, Model, and Serial Number.

**9.6 Software License Tracking:** SHI must provide, upon written request from a state agency or the Division of Purchasing, the state agency with an electronic report of all software licenses that have been purchased from the contract for the time period requested by the state agency. The report must include, at a minimum:

- a. Purchase Order Number from Original Software Order;
- b. Date of Purchase Order;
- c. Name and Address of State Agency Placing Original Equipment Order;
- d. Software Make, Model, License Number, and Serial Number; and
- e. Number of License(s) Purchased.

- 9.7 Sunshine Law Reporting:** When the State of Missouri receives an information request under the State of Missouri Sunshine Law (Chapter 610 RSMo), SHI shall provide, within 10 business days of the request unless otherwise agreed to by the requesting state agency, any available information requested by the state agency pertaining to the Sunshine Law request.
- 9.8 Software Maintenance/License Expiration Notifications:** SHI must provide the agency written notification at least 90 calendar days before expiration of software maintenance and licenses acquired through the contract. If the software maintenance or license has not been renewed/continued, SHI should provide written notification to the state agency on the date of expiration.