CONTRACT AWARD

Date of Award: April 1, 2008

Updated June 22, 2010

Contract Number: 10828

PR Number: 015101

Replaces Contract: New Contract

Procurement Officer: Robert J. Sachs

New Procurement Officer: Tami Sherley

Telephone: 785-296-2770

785-296-3122

E-Mail Address: robert.sachs@da.ks.gov

tami.sherley@da.ks.gov

Web Address: http://www.da.ks.gov/purch/

Item: Information Technology Services—Web Hosting and Development

Agency: Statewide

Period of Contract: Ongoing, indefinitely until cancelled

Contractor: Go to Contract Attachments For Vendor Information

Payment Terms: Net 30

Political Subdivisions: Go to Contract Attachments For Vendor Information.

Procurement Cards: Go to Contract Attachments For Vendor Information.

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

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

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

**Quarterly Reports:** The vendor is required to submit quarterly, to the Division of Purchases, all acquisitions made by the state from this contract. This report should include as a minimum the agency name, quantity, description, and amount.

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

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

b. Written modifications and addenda to the executed contract;
c. This contract document;
d. The above referenced Request for Proposal (RFP) including any addenda;
e. Contractors response including any addenda, appendices and exhibits.

**Notice of Award:** An award is made on execution of the written contract by all parties.

**Contract Documents:** Request for Proposal 10828 and any amendments and the response and any amendments shall be incorporated along with the DA-146a into the written contract which shall compose the complete understanding of the parties.

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

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

**Statewide Contract:** This Contract is a Statewide Contract for web hosting and development services with the exception of services provided by The Information Network of Kansas (INK). Agencies may develop and maintain their own web hosting environment as they have been doing. Any agency wishing to develop a new web site that they do not have the expertise to do themselves, must go through this contract or The Information Network of Kansas as of the date of award.
PROJECT DESCRIPTION

The State of Kansas requires professional expertise in the area of Information Technology World Wide Web Hosting & Services. The purpose of this contract is to establish a master list of contractors who are pre-qualified to perform one or more of the services identified. Once this master contractor list has been established, work will be offered to contractors on the list on an as needed basis by the State of Kansas in the form of a Task Proposal Requests (TPR).

At the option of the State of Kansas, the TPR’s may be in the form of an hourly rate or fixed priced offerings and requests may range from staff time to complete projects with deliverables. There is no guaranteed minimum or maximum work to any one vendor or to contractors in the aggregate.

See “APPENDIX A” for a list of areas of Web Hosting and Services that the State may request through a TPR. “APPENDIX A” is not meant to be a complete list of possible hosting and service requests by any means. It is only meant to be an example of ongoing and possible future efforts. TPR’s could be in any realm of information technology world wide web hosting and services that exists currently or may evolve during the term of this contract.

CONTRACT REFRESH OPPORTUNITIES

The Master Contract RFP may be re-released every twelve months or on any other timeframe chosen by the State and at the sole discretion of the State of Kansas, throughout the effective period in order to permit additional contractors to be added to the master list. Contractors selected to be on the master list during the initial or follow-on solicitations do not need to resubmit proposals to subsequent releases. However, contractors already selected on the master list may update their original responses if changes have occurred.

TASK PROPOSAL REQUEST (TPR) PROCESS

If the total estimated TPR is within the agencies spending authority, the agency is free to choose a Contractor through the TPR process or use other means to choose a Contractor. If the estimated total of the TPR is greater than the agency spending authority, the agency will follow the TPR process. The TPR process shall include the following steps:

1. The contracting state agency will E-mail (preferred) or fax a TPR to all Contractors within the targeted group, the Division of Purchases, and the Kansas Information Technology Office.

2. All vendor questions concerning the TPR shall be submitted in hard copy or electronically to the agency contact person listed within the TPR. The questions shall be answered and distributed via E-mail or fax by the agency contact person to all Contractors within the targeted group, the Division of Purchases and the Kansas Information Technology Office. Any violation of this requirement, including directing questions to persons other than the agency contact person, may result in removal of the Contractor from the contract or other corrective action, as deemed appropriate by the Division of Purchases.

3. TPR responses shall be submitted by each interested Contractor via hard copy or e-mail (preferred) or fax by the close date specified in the TPR. The TPR close date will differ with each request. Unless prior approval has been requested and received from the Division of Purchases, TPRs shall be subject to the following minimums:

   For TPRs valued at | Closing date
   |------------------|
   Less than $25,000 | at least 3 business days
   $25001 to $100,000 | at least 5 business days
   $100,001 to $249,999 | at least 10 business days
   $250,000 and up | at least 21 business days.

The number of business days listed above are minimums and represent larger dollar amounts than the current Division of Purchase Policies. This is because all vendors involved in this contract have been preapproved. The more complex TPRs will be given longer time frames. Consideration will be given to TPRs that need time for vendors to ask questions. If a TPR fits into the last category of “$250,000 and up” serious consideration should be given to using an RFP.
4. Names and resumes for all individuals on the Contractor team for the work identified in the TPR shall be identified in the TPR response. Only resumes of persons who are available and shall actually be assigned to the TPR are to be provided.

5. Evaluation and review of all TPR responses shall begin upon the closing date of the TPR as cited on each respective solicitation. Subsequently, interviews with the Contractor may be held.

6. In general, evaluation of a TPR response will be based on best price for competency, no major problems in prior service, and the best interest of the State of Kansas. A TPR may be negotiated. However, negotiations that include any change to the specifications shall provide matching information to all Contractors on the pre-qualified list if the change is substantial enough that it would cause more than a minor alteration in the responses received. The state reserves the right to base an award on, for example, the individual Contractor’s special qualifications to perform a particular project and/or the cost and suitability of staff offered for a project and to exercise discretion in selecting a Contractor for any given assignment.

7. The award (or further request if additional information or clarification is required) will generally be made within five to ten working days of the due date of the response.

8. The chosen Contractor will be provided 2 copies of the award for the TPR. The Contractor shall review and have an authorized person sign the award, accepting terms of the TPR and response and binding the Contractor contractually to the engagement. Both copies of the document will be sent back to the agency contact person. The agency head or a designee authorized to contractually bind the agency will sign each award.

9. One fully executed copy shall be returned to the Contractor. The Contractor shall maintain one fully executed copy. One photocopy of the fully executed TPR shall be sent to the Kansas Information Technology Office and to the Division of Purchases by the Contractor.

10. Each award shall contain clear provisions identifying dates for delivery of Information Technology Service (ITS) products and the completion of ITS activities.

11. In preparing, distributing, processing, evaluating, and awarding a TPR, the agency and involved contractors shall in all regards and without qualification, follow all applicable state laws, rules & regulations, policies, and practices regarding procurements.

12. On rare occasions, non-competitive TPR may be executed by a contractor and agency for emergency needs. Such TPRs shall be characterized as short-term, generally shall be for significantly smaller engagements, and shall possess characteristics that clearly identify them as being abnormal and not suitable for execution under the normal TPR processes. Immediately on execution of an emergency TPR, a photocopy of the fully executed TPR shall be sent to the Kansas Information Technology Office and to the Division of Purchases by the Contractor.

13. Infrequently, and only in response to a normal TPR process and execution, an agency and contractor may execute a TPR on a Time & Materials basis.

14. The TPR process begins with the completion of “Exhibit A”. This is an example of a blank TPR form. “Exhibit B” is a TPR form that has been filled out and is for reference only. For more examples of different TPRs, go to the Strategic Sourcing Team Web Site and click on the tab marked “Best Practices”. You will then find TPR Examples. (http://www.da.ks.gov/itsourcing/)

STAFFING REQUIREMENTS

1. The state reserves the right to review and disapprove all Contractor staff prior to the commencement of work. This may include but is not limited to review of resumes, interviews and contacting references. The state also reserves the right to review and disapprove all contract staff prior to the start of different phases of a given TPR.

2. The state reserves the right to terminate a TPR at any time. Cause for termination may include but is not limited to (a) personnel originally offered by Contractor cease affiliation with said Contractor, (b) funding terminates, (c) Contractor fails to comply with contractual/TPR requirements or (d) termination is in the best interest of the State.
3. The state reserves the right to terminate payment for Contractor staff assigned to the agency effective upon written notice to the Contractor if performance does not meet agency expectations. The Contractor shall provide a replacement acceptable to the agency. When any replacement is necessary, the “ramp up time” for the replacement staff time shall be at no cost to the agency. The agency and the Contractor on a case by case basis will determine the “ramp up time” for replacement staff.

4. Contractor shall not reassign, terminate or add staff without prior written consent from the agency head or designee.

5. Key staff shall be identified on a TPR. If a position is identified as “key” and assigned staff is removed from the position without prior consent of the agency or leaves the employ of the Contractor without thirty (30) days written notice to the agency, an amount equal to the number of hours lost shall be deducted from outstanding invoices and any future billings. The "hours lost" will be agreed on by a negotiated process between the agency and the Contractor.

6. Contractor shall not hire state staff or another Contractor's staff working for the state without the written consent of the Director of the Division of Purchases or the Director's designee. In the event a Contractor fails to comply with this requirement, the Contractor may be removed from the pre-qualified list.

7. Contractor staff shall be expected to work as part of a cooperative team effort with staff from other firms as well as with state staff.

8. Contractor staff shall perform their duties in accordance with state policies, procedures and requirements, using state specifications and standards. Applicable policies, procedures, requirements, specifications and standards will be provided to the Contractor before they may be applied. All products are subject to agency review and the buying agency has final authority in accepting services and products.

9. The work day schedule and leave time shall be coordinated with and approved by the agency. State holidays are sometimes inconsistent with Federal or commercial holidays. Contractor shall observe the state holiday schedule when working on a TPR.

10. Contractor personnel assigned to each engagement shall have adequate knowledge of systems operations and development environments, techniques, and tools.

11. Contractor personnel assigned to each engagement shall have broad knowledge of business operations, internal control concepts, and application processing controls.

12. Contractor supervisors assigned to each engagement shall have adequate supervisory, communications, and project management skills.

13. A Certified Project Manager, Certified Information Systems Auditor, or professional employee with similar credentials shall provide Contractor oversight/management. This employee shall at least review and sign off on each report delivered in a professional capacity.

14. The agency will note in the TPR what the project environment includes and may limit consideration to those firms on the pre-qualified list who have experience in the named environment.

State Resources if Provided:

The state agency may assign agency staff to work with Contractor staff on a TPR. If agency staff are assigned, the Contractor and agency shall clearly designate in the executed award which entity is responsible for supervision of the assigned person(s) and how their performance is to be measured.
GENERAL PROVISIONS

Unless a departure is otherwise specifically noted in writing within a TPR, the following provisions shall apply to all TPRs issued pursuant to this Contract:

A All charges shall be billed in accordance with the response to a given TPR. Prices and deliverables shall not change during the term of the award unless a written amendment to the award is negotiated between the agency and Contractor.

B All work shall generally be performed or based in Topeka, Kansas. There shall be no reimbursement for travel expenses other than as listed below:

C For work done in Topeka, no travel expense shall be paid.

- Work required by the agency to be performed outside Topeka may receive reimbursement at the rates stated in the State of Kansas “Employee Travel Expense Reimbursement Handbook” in effect at the time the travel expense is incurred. The handbook is at the web site http://da.state.ks.us/ar/employee/travel/travbk.htm. Reimbursement for travel shall require prior written approval by the agency head or designee. Invoices for all travel expense reimbursement shall include applicable receipts.

D The state agency will normally provide office space, supplies and equipment unless otherwise specified in the TPR. Any abuse of agency-provided resources by the Contractor or its subcontractor may result in the award termination, the Contractor being removed from the pre-qualified list and/or recovery of any associated costs, at the sole discretion of the agency with the approval of the Director of the Division of Purchases or the Director's designee. Recovery of any associated costs may include non-payment of current invoices, deductions from future invoices or any other means available to the agency for such recovery.

E All TPRs entered into under this Contract shall conform to all federal and state laws and regulation applicable to the agency.

F Proprietary Rights and Ownership.

Contractor agrees that all computer Software which the Contractor, its employees and agents develops under this Contract (the "Custom Software"), all intermediate and partial versions thereof, all copyrightable and patentable aspects of the Software, Work Product, and Trade Secrets, as well as all copies of all such works in whatever medium fixed or embodied as well as all Deliverables resulting from Contractor's performance of Services, program materials, flow charts, notes, outlines, and the like created in connection therewith (collectively, "Work Product"), and any formulae, processes, algorithms, ideas, and other information not generally known to the public (whether or not protected or protectable by copyright) and developed or generated by the Contractor, its employees and agents in the course of developing the Software ("Trade Secrets"), automatically at moment of creation shall be the sole property of the State upon their creation or (in the case of copyrightable works) fixation in a tangible medium of expression. Contractor hereby expressly disclaims any interest in any of them; and the Custom Software, Work Product, and Trade Secrets will be or contain valuable and proprietary information of State, and Contractor agrees not to disclose the same to any third party without the prior written permission of the State, or to use any such items to create any other computer programs or derivative works either for its own use or otherwise.

a. The State shall have title to any inventions which are made during the course of the Work Product under this Contract as well as any patents thereon in all countries. The Contractor agrees to make written contracts with all of its officers, employees and programmers who participate in any work performed or Work Product created for the State in the form of an "Employee Invention Agreement" indicating the above ownership vests with the State upon creation, and to submit a duplicate original of all such agreements to the State prior to the rendering of any services by any programmer under this agreement.
b. Unless otherwise provided, data which originates from this Contract shall be work product or “works for hire” as defined by the U.S. Copyright Act of 1994 and shall be owned by the State. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, custom computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Contractor shall not use or in any manner disseminate such work product or “works for hire” to any third party without the prior written permission of the State. Contractor shall take all steps necessary to ensure its agents, employees, or subcontractors shall not copy or duplicate any programs or Work Products or any portion thereof, in any form, or make any disclosure with reference thereto to any third party.

c. Contractor and any individual employee or agent involved in this Contract shall promptly disclose to the State the products of their work hereunder, and those products will be deemed to be a work product or "works made for hire," and the State shall be considered to be the person for whom the work was prepared under the copyright laws of the United States.

d. Additionally, at time of creation or delivery as appropriate, Contractor shall convey to the State good title to any Equipment, Custom Software (State customization files, source, and object code), and licenses for the Pre-Existing Software, free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

e. The Work Product ownership provisions of any subcontract or any Task Proposal Request or Change Order issued under this Contract shall be identical to the provisions of this Article.

G. Assignment. Contractor hereby assigns to the State, without further consideration, all of its right, title, and interest in and to all of the Custom Software, Work Product, and Trade Secrets developed by the Contractor, its employees and agents for the State during the term of this Contract, and all copies of any of them, including, without limitation, all copyright and other proprietary rights thereto throughout the world (and all renewal and extensions thereof) and including as part of such assignment, the right to create and distribute derivative works from any of the Custom Software, Work Product, or Trade Secrets. The Contractor hereby agrees to transfer to the State the entire right, title, and interest to any copyrights and any work or work product which may not be deemed "works for hire" under the copyright laws or work product, but which is produced by the Contractor in accordance with the terms of this Contract. The Contractor further agrees to execute any documents which may be necessary or appropriate to allow the State to perfect its interest in the copyright for such Work Product. The Contractor shall not be entitled to any additional payment or compensation for assisting and cooperating with the State in obtaining these copyrights.

H. Cooperation. Contractor will at all times during its service hereunder for the State and after termination thereof for any reason, assist the State in every proper way (at Contractor's expense) to obtain for the benefit of the State patents, copyrights, trade secrets, and other legal protection for the Custom Software, Work Product, and Trade Secrets it develops for the State. To that end, Contractor agrees (i) to assist the State in registering, and from time to time (at Contractor's expense) in enforcing, all patent, copyrights, and other rights and protections relating to the Custom Software, Work Product, and Trade Secrets in any and all countries; and (ii) to execute, acknowledge, and deliver, when so requested by the State or its attorneys, all papers, including applications for patents or copyrights, assignments, and affidavits, as they are needed in order to obtain, maintain, or renew such patents or copyrights, Trade Secrets, or other legal protection, or to vest title thereto in the State. Further, Contractor irrevocably designates and appoints the State its agent and attorney-in-fact to act for and on its behalf to execute, register, and file any such applications, and to do all lawfully permitted acts to further the registration, prosecution, and issuance of patents, copyrights, or similar protections with the same legal force and effect as if executed by Contractor.
I. **Injunctive Relief.** Contractor acknowledges that the State may not have an adequate remedy at law in the event of any breach or threatened breach by it of any provision of this Article, and that the State will suffer irreparable damage and injury as a result. Accordingly, in the event of any such breach or threatened breach, Contractor hereby consents to the granting of injunctive relief against it by any court of competent jurisdiction without the posting by the State of any bond or other security there for, and Contractor further agrees not to raise as a defense the availability of monetary damages as a remedy.

J. **License.** In the event (and to the extent) that the Software, Work Product, and Trade Secrets contain any items or elements which may be proprietary to Contractor, Contractor hereby grants to the State an irrevocable, perpetual, nonexclusive, royalty-free, world-wide license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based on such proprietary items; and (ii) authorize others to do any or all of the foregoing.

K Contractors shall provide the usual support services to their assigned staff. Monitoring assigned tasks will be completed by agency staff. This does not, however, supplant the Contractor's responsibility for supervision of its own staff.

L Neither Contractor nor Contractor’s personnel shall be deemed to be employees of the State. Contractor shall take appropriate measures to ensure that its personnel who perform services are adequately covered by any and all employer related taxes and insurance in accordance with applicable law. Contractor shall at all times comply with applicable employment laws as regards their employees.

M The contractor warrants fault-free performance in the processing of date and date-related data (including, but not limited to, calculating, comparing, and sequencing) by all goods and services delivered. Fault-free performance includes, but is not limited to, the manipulation of data with correct results when using dates prior to, through, and beyond January 1, 2000, and shall be transparent to the user.

Hardware and software products, individually and in combination, shall provide the correct system date and correct calculations which utilize or refer to the date data, without human intervention, including leap year calculations. Hardware and software products, individually and in combination, shall also provide correct results when moving forward or backward across the year 2000.

N The Contractor shall be in good standing with the State of Kansas and have no significant problems in prior work for the state.

O. The Contractor shall be totally responsible for the work performed by their subcontractors and management of their subcontractors.

P All State information or data is considered confidential information and data. Contractor agrees to return any or all data furnished by the State promptly at the request of State, in whatever form it is maintained by Contractor. Upon termination or expiration of this agreement, the Contractor and each of the persons and entities working for the Contractor shall destroy and return to the State all data, information electronic, written, or descriptive materials or any related matter of any type including but not limited to drawings, blueprints, descriptions, or other papers or documents which contain any such confidential information.

Contractor will have access to information and private or confidential data, maintained by State of Kansas, to the extent necessary to carry out Contractor’s responsibilities under this contract. This information and data may include, but is not limited to, personal financial information, information regarding undercover law enforcement agents, social security numbers, student employees, medical providers and/or their recipients, etc. Contractor agrees that any information or data it may have in its custody regarding any participant shall be kept strictly confidential. All the information and data of the State shall be considered to be confidential and private and Contractor may not disclose any information or data at any time to any person or entity. Contractor agrees to comply with all state and federal confidentiality laws in providing services under this contract.
Contractor shall be fully responsible for providing adequate supervision and training to its agents and employees to ensure compliance with all applicable State and Federal Acts regarding confidentiality and/or open records issues. No private or confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated by Contractor except as required by statute, either during the period of the contract or thereafter. Contractor shall only use confidential information as required by this contract. All electronic data shall be secured through encryption or other comparable security measures.

Contractor shall limit access to confidential information solely to staff of Contractor who have a business need to know for purposes of fulfilling Contractor’s obligations under this contract. Contractor shall not remove confidential information from State’s site without State’s prior written approval.

Contractor shall hold State harmless and indemnify the State for expenses or damages, of any kind, incurred or suffered by the State as a result of the unauthorized disclosure of said data by Contractor or any agent, representative, employee or subcontractor of Contractor. Contractor shall notify the State of any loss or breach of confidential information or data within twenty-four (24) hours receipt of such knowledge. Contractor shall also be responsible and liable for any and all damages to individuals due to such breaches or loss of confidential information. In the event of any security breach in which the confidential information of one more individuals is compromised or is potentially compromised, Contractor shall be responsible and pay for any and all damages, expenses, and costs (including lost wages and efforts spent to defend or correct against identity theft) caused to the State or any individual for the disclosure of any State Information. Contractor shall provide notice to the State and affected individuals of such disclosure and shall also offer free of charge to individual or the State identify theft protection insurance for a period of five (5) years. These terms shall also apply to any third-party vendor or subcontractor.

The Contractor shall hold all such confidential information in trust and confidence for the State, and agrees that it and its employees will not, during the performance or after the termination of this agreement, disclose to any person, firm, or corporation, or use for its own business or benefit any information obtained by it while in execution of the terms and conditions of this agreement.

Q No Contractor or Subcontractor may perform QA or IV&V services for a project where they have any other interest, whether as a prime or subcontractor. Appointment as a QA or IV&V Contractor shall preclude appointment for any other work on the same project so long as the QA or IV&V assignment remains active.

R **Background Checks and Investigations of Staff:** State may at its sole discretion conduct background checks and investigations of Contractor’s staff. Contractor and Staff consent and agree to supply such personal information, including a full set of processable fingerprint impressions, and any additional information as may be required by the State or the Kansas Bureau of Investigation to perform background checks and investigations. Contractor is responsible for getting staff consent prior to starting work on this contract.

S Agencies may include Performance clauses in TPRs, such may include but shall not be limited to:

- Performance Bonds
- Surety Bonds
- Retainage
- Deposits
- Corporate Guaranties
- Performance Guaranties

The rights and remedies provided for the State in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law. In the event the State determines in its sole discretion that Contractor has not provided the services or goods identified in a TPR, Contractor shall be responsible for any and all costs and expenses, including attorney’s fees and expenses to hire other vendors to modify, complete, adjust finish or fix the services or goods as determined by the State.
Keys, Time Locks, Access, Source Code and Electronic Software Disablement and Repossession Warranty. Contractor represents and warrants that it will not under any circumstances or conditions install various disabling devices, access codes, traps, copy-protection devices, keys, time or date bugs, lock-up or deactivating devices, time bombs, termination by remote access, removal of source code or other programs or code in the software or work product which could erase, corrupt, restrict use of, modify any data of the State, freeze, interfere with, or prevent the State’s use of the software or its computing environment, destroy or terminate software or work product or data contained in it or bypass any internal or external software security measure in order to obtain access to the systems or data of the State without the written consent of the State. Contractor also warrants that no electronic self help will be used at anytime in the future. Should any such device appear at any time in the system, software or work product Contract agrees to pay for any and all damages, expenses and costs, including reasonable attorney’s fees incurred by the State. Contractor shall also agree to pay punitive damages for installing any such disabling device as determined by a Kansas State Court.

The “Look and Feel” of the web site. Therefore, it is strongly encouraged that the same color themes and state graphics be used that are present in the cabinet level agency web sites. Invoices for hourly work will include documentation of the number of hours per individual per TPR and will be submitted monthly to the Purchasing Manager at the address noted above. Invoices must include the contract number and TPR number and be supported by Agency staff signed/verified timesheets.

It is the intent of the State to offer most Web Hosting and Services through the master list but the State reserves the right to request these services through other RFP’s.

The “Look and Feel” of State web sites are not regulated at the present time. There are certain rules that have to be followed as set out in Section II, #’s 6 – 8, but nothing governing the “Look
Project Management Provisions

To mitigate some of the risk inherent in projects, the state has established a Project Management Methodology (PMM) and a reporting process for all projects in the state with any significance. It is possible that some work under a TPR will be sizeable enough to qualify as a reportable project or may be part of a reportable project under the state’s standards. The current project management methodology is documented at http://da.state.ks.us/kito/ITPMM.htm. under “IT Project Management”. The methodology, when properly executed, creates at least the following for each project:

- Designated Project Team
- Designated Project Manager
- Designated Project Sponsor
- Project Steering Committee
- Configuration Management Function
- Internal Quality Assurance Function
- Risk Management Function
- Project Statement
- Project Plan
- Project Budget
- Project Estimate Summary
- Cost at Completion Report
- Project Schedule
- Activity Tracking Reports
- Work Breakdown Structure
- Work Product Identification
- Configuration Management Plan
- Requirements Traceability Table
- Project Staffing Plan
- Resource Loading Profiles
- Project Organizational Chart
- Risk Management Plan
- Internal Quality Plan
- Issues Management Function
- Project Start-Up Checklist
- Project Database
- Change Manager
- Change Control Board
- Project Status Meetings
APPENDIX A

Web Hosting Packages and Web Services can be requested individually or together in any combination. This is only a sampling of packages and services that may be available. This appendix is only shown to give the vendors and future customers of this contract an idea of the possibilities. Please do not construe this as a complete listing of hosting packages and web services.

WEB HOSTING PACKAGES

1. Starter Web Package A (see attached)
2. Intermediate Sized Web Package B (see attached)
3. Medium Sized Web Package C (see attached)
4. Large Sized Web Package D (see attached)
5. Custom Tailored Web Package

WEB SERVICES & PRODUCTS

- Programming Services for web design, web application development, eCommerce development, and database integration (see attached)
- Web Site maintenance
- 24-hour toll-free telephone support
- Off-site backup
- Windows or Linux servers
- Domain Name Registration
- Pre-made Site Plan Templates
- Blogs, beginner to professional
- Variety of Security Options
- Bandwidth
- Virtual Private and Dedicated Servers
- GBs of Space
- E-mail Addresses
- SQL Databases
- Web Site Tools & Utilities
- Web Site Design
- SSL Certificates
- Custom Logo Design
- 24x7 Physical Security
Starter Web Package A
(For example only)

Basic Features:
- 1 Domain Name (small cost)
- 5GB Disk Space
- 250GB of Bandwidth

E-mail Features:
- 1 E-mailbox
- 10 MB E-mailbox Storage
- Virus Scanning
- Spam Protection
- E-mail Forwarding
- Address Book
- Photo Album

Hardware:
- Redundant Backbone Connections
- UPS Battery Backup
- Generator Backup
- HVAC Cooling System with Humidity Control
- Fire System Protection
- 24x7 Physical Security
- Tape Backup

Customer Support:
- 24x7 Phone and E-mail Support
- Online User Guide

Application & Database Features:
- Limited

Web Site Development Features
- Perl
- PHP 4 (Unix only)
- Windows – ASP (Windows only)
- Windows – .Net (Windows only)
- Cascading Style Sheets (CSS)

Web Site Management Tools:
- Various
Intermediate Sized Web Package B
(For example only)

Basic Features:
• 1 Domain Name (free)
• 8GB Disk Space
• 250GB of Bandwidth

E-mail Features:
• 2 E-mailbox
• 20 MB E-mailbox Storage
• Virus Scanning
• Spam Protection
• E-mail Forwarding
• Address Book
• Photo Album

Hardware:
• Redundant Backbone Connections
• UPS Battery Backup
• Generator Backup
• HVAC Cooling System with Humidity Control
• Fire System Protection
• 24x7 Physical Security
• Tape Backup

Customer Support:
• 24x7 Phone and E-mail Support
• Online User Guide

Application & Database Features:
• Limited

Web Site Development Features
• Perl
• PHP 4 (Unix only)
• Windows – ASP (Windows only)
• Windows - .Net (Windows only)
• Cascading Style Sheets (CSS)

Web Site Management Tools:
• Various
Medium Sized Web Package C
(For example only)

Basic Features:
• 1 Domain Name (free)
• 30GB Disk Space
• 250GB of Bandwidth

E-mail Features:
• 20 E-mailbox
• 200 MB E-mailbox Storage
• Virus Scanning
• Spam Protection
• E-mail Forwarding
• Address Book
• Photo Album

Hardware:
• Redundant Backbone Connections
• UPS Battery Backup
• Generator Backup
• HVAC Cooling System with Humidity Control
• Fire System Protection
• 24x7 Physical Security
• Tape Backup

Customer Support:
• 24x7 Phone and E-mail Support
• Online User Guide
• Flash Tutorials

Application & Database Features:
• Real Audio / Video Stream
• Windows Media Streaming
• MySQL Database – Unix
• MS SQL Database – Windows
• MS Access – Windows

Web Site Development Features
• Perl
• PHP 4 (Unix only)
• Windows – ASP (Windows only)
• Windows - .Net (Windows only)
• Java Servlets
• Cascading Style Sheets (CSS)

Web Site Management Tools:
• Backups and Restore
• FileManager
• 10 FTP Accounts
• Message Boards
• Guestbook
• Counter
Large Sized Web Package D  
(For example only)

Basic Features:
- 1 Domain Name (free)
- 400GB Disk Space
- 2000GB of Bandwidth

E-mail Features:
- 200 E-mailbox
- 2000 MB E-mailbox Storage
- Virus Scanning
- Spam Protection
- E-mail Forwarding
- Address Book
- Photo Album

Hardware:
- Redundant Backbone Connections
- UPS Battery Backup
- Generator Backup
- HVAC Cooling System with Humidity Control
- Fire System Protection
- 24x7 Physical Security
- Tape Backup

Customer Support:
- 24x7 Phone and E-mail Support
- Online User Guide
- Flash Tutorials

Application & Database Features:
- Real Audio / Video Stream
- Windows Media Streaming
- MySQL Database – Unix
- MS SQL Database – Windows
- MS Access - Windows

Web Site Development Features
- Perl
- PHP 4 (Unix only)
- Windows – ASP (Windows only)
- Windows - .Net (Windows only)
- Java Servlets
- Cascading Style Sheets (CSS)

Web Site Management Tools:
- Backups and Restore
- FileManager
- 50 FTP Accounts
- Message Boards
- Guestbook
- Counter
Programming Services for Web Design, Web Application Development, eCommerce, and Database Integration

Programming Languages & Processes
- HTML
- Python
- PHP
- Perl
- JavaScript
- Flash
- Java Serviets
- Windows – ASP
- Windows - .Net
- SSL
- CGI-BIN
- ASP.NET
- ASP.NET AJAX
- SSI

DataBases
- MySQL
- Oracle
- MS Access
- MS-SQL

Web Software Packages
- Cold Fusion
- FrontPage
- MS IE Web Controls
- Apache
- Dreamweaver
- Web Studio
- OneStat (traffic analysis)
- Fireworks
- Adobe Acrobat
“Exhibit A”
Information Technology Services - Web Hosting and Development
Kansas Department of Administration

Contract Number: ?????

Task Proposal Request Number: TPR00001
Date: 00/00/0000

A. Purpose

This Task Proposal Request (TPR) is issued by the (Name of Agency). Its purpose is to secure the services of a pre-selected and contracted vendor from the Master Contract List. (Name of Agency) requires augmentation of resources for the following purpose:

(Describe in a “Big Picture” paragraph why the agency is using this contract. How is this TPR going to help the agency.)

(Use this paragraph to describe in a little more detail how your request is going to help the agency and what will be some of the resulting advantages. How big is your agency?)

B. Services and Skill Sets Requested

<table>
<thead>
<tr>
<th>Category</th>
<th>Classification</th>
<th>#</th>
<th>Specifications and/or Skill Sets</th>
</tr>
</thead>
<tbody>
<tr>
<td>(This is where you will list the category of what you are requesting, i.e. Web Hosting, Web Maint., Equip. Purchase, Software Purchase, Web Development Services)</td>
<td>(In this area you would classify the category you choose. For web development you might have an: Analyst / Facilitator, programmer, or a senior programmer)</td>
<td>Quantity</td>
<td>In this area describe in detail what it is you are requesting. If it’s a product you’re looking for list the specifications. If it’s a service, list the skills required by you to perform that service.</td>
</tr>
</tbody>
</table>

C. Schedule

*This schedule represents our current intent but shall not serve as a guarantee or commitment to utilize services for the duration listed. As always, the duration on any time and materials based contract award is subject to change due to funding loss or limitations.

Delivery Date: Date
Length of service in days, weeks or months: List time restraints here
Number of days per week: Usually 5 – may vary with work flow
Preferred start date: Date
Work hours: Usually 8:00 a.m. – 5:00 p.m., may vary with work flow
Overtime: None or list overtime requirements
Statewide Travel: List if travel is necessary or None
D. Proposal and Basis for Award

A Contractor will be chosen from the Master Contractor List based on the response to this TPR. The following must be provided as part of the response to this TPR:

1. The names and resumes for all individuals on Contractor team for the work identified in the TPR and the task(s) to which each person will be assigned. Only submit resumes of persons who are available and will actually be assigned to this TPR. Failure to comply will result in termination of award of this TPR. Resumes are to include a minimum of two references (with contact name and current telephone number) for work performed for similar projects.

2. All costs for any products involved with this TPR. This would include transportation and delivery costs.

3. Hourly rate for the skill classification.

4. A reference to Contract Number: ????? and this TPR Number 0000?

All proposals will be reviewed and evaluated based upon the professional business judgment of the Review Committee designated for this TPR from review of the response and any presentations, if requested. Evaluation will comply with the considerations shown on page 19, Task Proposal Request Process #5, of the RFP. Evaluation and review of all proposals will begin after the closing date cited in section G of this TPR. Five (5) working days will be allowed before interviews will be held and applicants are selected or rejected.

E. Submission

All proposals must be received electronically to the email address of the Agency Name Purchasing representative listed below.

Full Name
Building, Room ???
Street Address
City, Kansas   zip code
E-Mail address: First_Last@agency.state.ks.us

F. Questions

Questions pertaining to the TPR shall be submitted to the attention of the Agency Name Purchasing representative cited in “E”. Questions shall be in writing via e-mail only. The deadline for questions is time a.m. Date. The questions shall be answered and distributed via e-mail to all Master Contract Vendors. NO EXTENSIONS TO THIS DEADLINE WILL BE GRANTED.

G. Closing Date

The closing date without exception for this TPR is time a.m. Date. At this time all submittals that have been received will be entered into a central database for record keeping and forwarded to the requestor for review. You will be contacted directly by the Project Manager if they wish to interview your submitted candidate.
Task Proposal Request Number: TPR00001
Date: 07/20/2007

A. Purpose

This Task Proposal Request (TPR) is issued by the Kansas Department of Administration (D of A). Its purpose is to secure the services of a pre-selected and contracted vendor from the Master Contract List. D of A requires augmentation of staff resources for the following purpose:

To fulfill an urgent business customer need, the Kansas Department of Administration, Division of Information Systems and Communications requires Web Hosting and Web Development Services. A general design document (GSD) will be available to the contractor for guidance. A small business team will also be available for more detailed instruction. We desire a completed site to inform Kansas business customers about current Strategic Sourcing Initiatives.

The DISC desires to make available new and money saving ideas and contracts. To accomplish this a web site shall be hosted and maintained by the contractor that displays all the informational needs and best practice documents that have and will be created. Experienced guidance will be required by the contractor to display this information in the best possible light.
B. Services and Skill Sets Requested

<table>
<thead>
<tr>
<th>Category</th>
<th>Classification /</th>
<th>#</th>
<th>Specifications and/or Skill Sets</th>
</tr>
</thead>
<tbody>
<tr>
<td>Web Design</td>
<td>Analyst / Programmer III</td>
<td>1</td>
<td>Skills Required:</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Proficiency with Web design and layout</td>
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<td>Proficiency in the following languages:</td>
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<td></td>
<td>Visual Basic 6.0</td>
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<td>JavaScript</td>
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<td>Java Serviets</td>
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<td>A solid understanding of a GSD and experience following one.</td>
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<td>Proficiency in evaluating current performance metrics and</td>
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<td>establishing new performance metrics based on the new environment.</td>
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<td>Documentation of all work performed including Layouts and Task</td>
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<td>Hosting Services provided:</td>
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<td></td>
<td></td>
<td>1 Domain Name</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>30 GB Disk Space</td>
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<td></td>
<td>250 GB Bandwidth</td>
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<td>10 FTE Accounts</td>
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<td>Web metrics</td>
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<td>24x7 Phone and E-mail Support</td>
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<td>Online User Guide</td>
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<td>Flash Tutorials</td>
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<td>Backups and Restore</td>
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<td>Hardware Provided:</td>
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<td>Redundant Backbone Connections</td>
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<td>UPS Battery Backup</td>
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<td>Generator Backup</td>
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<td>HVAC Cooling System with Humidity Control</td>
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<td>Fire System Protection</td>
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<td>24x7 Physical Security</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Tape Backup (off site)</td>
</tr>
</tbody>
</table>

C. Schedule

*This schedule represents our current intent but shall not serve as a guarantee or commitment to utilize services for the duration listed. As always, the duration on any time and materials based contract award is subject to change due to funding loss or limitations.

Length of service in days, weeks or months: 3 Months
Number of days per week: 5 – may vary with work flow
Preferred start date: August 15, 2007
Work hours: 8:00 a.m. – 5:00 p.m., may vary with work flow
Overtime: None
Statewide Travel: None
D. Proposal and Basis for Award

A Contractor will be chosen from the Master Contractor List based on the response to this TPR. The following must be provided as part of the response to this TPR:

1. The names and resumes for all individuals on Contractor team for the work identified in the TPR and the task(s) to which each person will be assigned. Only submit resumes of persons who are available and will actually be assigned to this TPR. Failure to comply will result in termination of award of this TPR. Resumes are to include a minimum of two references (with contact name and current telephone number) for work performed for similar projects.

2. Hourly rate for the skill classification.

3. A reference to Contract Number: 09999 and this TPR Number 00001

All proposals will be reviewed and evaluated based upon the professional business judgment of the Review Committee designated for this TPR from review of the response and any presentations, if requested. Evaluation will comply with the considerations shown on page 11, Task Order Process #5, of the RFP. Evaluation and review of all proposals will begin after the closing date cited in section G of this TPR. Five (5) working days will be allowed before interviews will be held and applicants are selected or rejected.

E. Submission

All proposals must be received electronically to the email address of the DISC Purchasing representative listed below.

Robert J. Sachs  
Landon State Office Building, Room 751 S.  
900 S.W. Jackson  
Topeka, Kansas  66612  
E-Mail address: Robert.Sachs@da.ks.gov

F. Questions

Questions pertaining to the TPR shall be submitted to the attention of the KDOR Purchasing representative cited in “E”. Questions shall be in writing via e-mail only. The deadline for questions is 8:00 a.m. July 26, 2007. The questions shall be answered and distributed via e-mail to all Master Contract Vendors. NO EXTENSIONS TO THIS DEADLINE WILL BE GRANTED.

G. Closing Date

The closing date without exception for this TPR is 8:00 a.m. Aug 5, 2007. At this time all submittals that have been received will be entered into a central database for record keeping and forwarded to the requestor for review. You will be contacted directly by the Project Manager if they wish to interview your submitted candidate.
CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

1. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. Agreement With Kansas Law: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. Disclaimer Of Liability: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

6. Acceptance Of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. Representative's Authority To Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. Responsibility For Taxes: The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. Insurance: The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."