Agenda

Basehor City Council
Work Session

May 2, 2011 7:00 p.m.
Basehor City Hall

1. Discuss Information Technology Services Agreement
2. Discuss Potential Wolf Creek Commercial Building Tenant Incentives
3. Discuss Purchase of Tack Cart
4. Discuss Purchase of a New Patrol Car
5. Discuss Purchase of ½ Ton Pickup Truck
6. Discuss Solicitation & Peddling Ordinance
7. Executive Session (if needed)

Memo

Date: 4/26/2011

To: Basehor City Council

Cc: Mayor, Terry Hill

From: Mark Loughry, City Administrator

RE: Information Technology Support Services

Staff has completed an RFP process for IT Services as directed by the City Council. Five companies responded to the RFP but in staff's opinion only two proposals meet the RFP specifications, Versent the current provider for the City and NetStandard.

After reviewing the RFP's and discussing the current level of service, checking references, performing site visits and comparing contractual prices staff is recommending the City contract with NetStandard to provide IT Support services for a trial period of four months to automatically renew for an additional 12 month period should their services be satisfactory. NetStandard was the only company that met all of the major points of the RFP and was $273 per month less than Versent. NetStandard also has a proven track record of working with local governments and law enforcement agencies.

I am attaching a tabulation of key responses to the RFP along with the actual RFP responses by each company for your review.

If you have questions or require further discussion please let me know.

Key RFP Elements	Versent	Netstandard	JNJ Technologies	KelCon Technologies	Link-Lite
Did proposal meet RFP Requirements	Yes	Yes	No	No	No
Initial Review	Yes	Yes	Yes	Yes, Hourly	Yes, $4,000
Assigned Manager	No	Yes	Unknown	Yes	Unknown
Conduct regular technology reviews	No	Yes	Yes	Yes, Hourly	Unknown
24x7 System Monitoring	Yes	Yes	Unknown	City to purchase software	Yes
Online report of system events	Yes	Yes	Unknown	Yes	Unknown
online service tickets	Yes	Yes	Unknown	Yes	Unknown
Monitor warranties	No	Yes	Unknown	Yes	Yes
Review IT Purchases	Yes	Yes	Yes	Yes, Hourly	Unknown
M-F 8 to 5 service desk	Yes	Yes	Yes	Yes, Hourly	Yes
24x7 emergency support	Yes	Yes	Yes	Yes, Hourly	Yes
4 hours onsite per month	Yes	Yes	Yes	Yes, Hourly	Yes
Onsite Backups	Yes	Yes	Yes, Staff	Yes, Staff	Yes, Staff
Offsite backups	Yes	Yes	Yes	Yes, Staff	Yes
User administration	Yes	Yes	Yes	Yes, Hourly	Yes
Firewall support	Yes	Yes	Unknown	Yes, Hourly	Yes
anti-virus software	Yes	Yes	No	No	Yes
hosted exchange	Yes	Yes	Yes	Yes	Yes
monthly server maintenance	Yes	Yes	Yes	Yes, Hourly	Yes
monthly work station maintenance	No	Yes	Yes	Yes, Hourly	Yes
quarterly review of inventory	No	Yes	Unknown	Yes, Hourly	Yes
quarterly list of users	No	Yes	Unknown	Yes, Hourly	Unknown
Provide refernces for successful KCJIS Implementation	Basehor only	Yes	No	No	No
Monthly Rate	$3,000	$2,727	$600	NA	$1,300
Hourly rate for additional support	$115-$125	$139	$89	$90	Not Given

The City of Basehor is soliciting proposals from qualified vendors to provide information technology support services. The proposal should include the monthly fee for services, any related startup fee and any hourly rates for services provided outside the scope of this proposal. The proposal should include an agreement for four months of initial service with the ability to automatically extend the agreement for successive one year periods unless 30 days notice is given by either party of the intent to cancel or re-negotiate any portion of the agreement. The successful vendor will have a proven track record implementing security policies and firewall rules which meet or exceed state and federal law enforcement requirements. Prior experience working with municipal governments is preferred.

The following are minimum expected services.

- Initial network review and inventory of all attached devices as well as licensing review and recommendations. After review make detailed recommendations for implementing best practices with a semi-annual review.
- An assigned support manager to oversee the implementation process, to be the main contact for any ongoing issues, and to conduct regular briefings and reviews with an assigned City staff member.
- Conduct regularly scheduled reviews of City needs including recommendations for new technologies or replacement of failing systems.
- Provide 24 X 7 X 365 network monitoring with immediate notification of key issues if requested.
- Online reporting of all system events and service tickets. Email confirmation of all service requests.
- Monitor warranties and notification of upcoming renewal dates.
- Review and recommendation of all I.T. related purchases.
- Monday – Friday 8:00am to 5:00pm service desk with remote desktop and server control with notification via phone or email. Availability of 24 X 7 X 365 emergency support.
- At least four hours of onsite support per month included in base rate.
- Monitor, verify and maintain daily and other periodic backups both onsite and remotely for disaster recovery as well as resolve any backup related issues.
- Add and remove users and assign appropriate privileges. Also reset passwords as required.
- Monitor and support City firewall to meet state and federal law enforcement requirements.
- Provide and monitor anti-virus software to ensure all updates are current.
- Provide hosted exchange services to include sharing, remote access, virus scanning, spam filtering, and recovery services.

Monthly

- Regular server maintenance including firmware, OS and mission critical software patches and updates. Review of event logs and follow up of any issues. Review of automated anti-virus and spyware updates on a daily basis.
- Firewall, switch and router maintenance including firmware and OS updates. Review of event logs and follow up of any issues.

- Review critical updates and patches for desktop/laptop computers attached to the network.

Quarterly

- Review and update inventory of all network attached equipment.
- Review and provide a list of all active users to the assigned City staff member.

To the best of staff's knowledge, below is a complete list of devices and accounts expected to be supported. If after review it is determined there are other items not listed here which require support the vendor will be allowed to update the agreement proportionately.

SCOPE	**Monitor**	**Maintain**
Number of Users (named, active users in Active Directory)		23
Number of Desktop & Laptop PCs		20
Servers (physical)	2	2
Virtual Host Devices (physical servers)	0	0
Number of Manageable Switches	2	2
Number of Routers	1	1
Number of Firewalls	1	1
Wireless Access Points	1	1
Monitored UPS Units	2	2
Hosted Anti-virus Accounts		22
Hosted Blackberry		5
Hosted Exchange Accounts		23

In addition to the above requested information please include a list of references preferably from municipalities, police departments, or other governmental entities. If you cannot provide the above requested references please provide at least five references of customers similar in size to the City.

For questions or additional information please contact the City at the below contact information. Proposals will be accepted through February 18, 2011 via either mail or email at the contact information below. The City reserves the right to reject any and all proposals.

Mark Loughry, CPM
City Administrator
2620 N 155th St.
PO Box 406
Basehor, KS 66007
913-724-1370
cityadm@cityofbasehor.org

NetStandard Inc.
IT Managed Services Agreement

This Agreement is made and entered into on this day, _____, 2010 by and between NetStandard Inc., a corporation of the State of Kansas with a place of business at 2000 Merriam Lane, Kansas City, Kansas, (hereinafter referred to as "NetStandard") and The City of Basehor, Kansas, having a place of business at 2620 N 155th St, Basehor, KS 66007 (hereinafter referred to as "Client").

WHEREAS, NetStandard is a provider of Information Technology Managed Services (ITMS);

WHEREAS, Client is interested in using this service;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter, the parties hereby agree as follows:

SECTION 1: DEFINITIONS

1.1. ITMS describes the Information Technology Managed Services program provided by NetStandard.

1.2 Agreement refers to this Agreement, in whole or in any part, between NetStandard and Client for ITMS services.

1.3. Client Network refers to the technology equipment owned or leased by Client, including but not limited to, routers, firewall appliances, switches, hubs, computer servers, cabling, computer workstations, portable computers, peripheral devices, remote-connectivity and wireless devices, software, firmware, drivers and related products.

1.4. Peripherals refers to devices typically connected, either wired or wireless, to the workstation nodes of the Client Network, including, but not limited to, printers, multi-function devices (e.g., printer/scanner/fax combination devices), devices that read information from memory cards, wireless keyboards and mouse devices and related products, smart phones and personal information managers (e.g., Blackberries).

1.5. Services mean one or more of the activities described in Sections 2 and 3 of this Agreement.

1.6. Service Period refers to a period of duration of services performed under this Agreement.

1.7. Monthly Service Fee means the monthly fee paid to NetStandard by Client for services included under this Agreement.

1.8. Setup Fee refers to a one-time fee payment related to the initiation of Services under this Agreement.

1.9. Product refers to technology equipment, not already owned or leased by Client, which NetStandard may or may not supply as a part of ITMS services and other projects, including but not limited to, routers, firewall appliances, switches, hubs, computer servers, cabling, computer workstations, portable computers, peripheral devices, remote-connectivity and wireless devices, software, firmware, drivers and related products, devices typically connected, either wired or wireless, to the workstation nodes of the Client Network, including, but not limited to, printers, multi-function devices (e.g., printer/scanner/fax combination devices), devices that read information from memory cards, wireless keyboards and mouse devices and related products.

1.10. Engineer refers to various NetStandard employees who may work on the Client Network, either in person on the Client site, remotely by means of telephone support, through remote access of the Client Network or by other activities either at the Client site, NetStandard facilities or other locations.

1.11. NOC refers to NetStandard's Network Operations Center and staff, which monitors Client Network.

1.12. Technology Manager refers to various NetStandard employees who may work with Client to monitor progress, customer satisfaction and other issues related to ITMS as the primary point of contact with NetStandard.

1.13 Health Model refers to documented processes that articulate, for the Client Network (see 1.3), operational and service response requirements to meet Client business needs. NetStandard employs a Health Model

for Client to assist in maintaining, diagnosing, and recovering from errors in applications and operating systems deployed in production environments.

1.14. Network Assessment describes a required technical assessment, performed by NetStandard Engineers, to determine the current state of the existing Client Network.

1.15. Advancement Projects refers to technology services related to the Client Network that are outside the scope of this ITMS Agreement in terms of purpose, proposal, agreement and execution of services, service and product fees and scheduling.

1.16. DS-System refers to the DataSafe Remote Backup System, which provides backup services to the Client Network through collection, compression, encryption of designated data from the servers on the Client Network, and transports them via Internet access to the NetStandard Data Center.

1.17. Additional Services refers to consulting and other technology services that may be provided by NetStandard, which are outside the scope of this ITMS Agreement in terms of purpose, proposal, agreement and execution of services, service and product fees and scheduling.

1.18. Business Hours, unless otherwise noted, means the hours of 8:00am until 5:00pm Central Time, Monday through Friday, excluding recognized holidays as outlined in Section 1.19.

1.19. Recognized Holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

1.20. Overage Hours refer to Service hours over and above negotiated, estimated hours of Engineering Services for Client.

1.21. Service Requestor(s) refers to contacts designated by Client who are authorized to request services. Service Requestor(s) will be defined during the Setup Period.

1.22. Authorized Contact(s) refers to contacts designated by Client who may approve services requested by Service Requestors, and on whose approval billing for such services shall be considered valid and payable under the terms of this Agreement.

SECTION 2: GENERAL DESCRIPTION OF ITMS SERVICES

2.1. ITMS services are offered on a subscription basis. The service is designed to bring and keep the current Client Network to a "best practice" model of operating efficiency and consistency.

2.2. The Agreement provides for monitoring and routine maintenance services to be performed on the Client Network, under the supervision of an assigned Technology Manager, on a schedule to be determined by negotiation between NetStandard and Client.

2.3. ITMS is expressly a commitment of services from NetStandard to Client. ITMS does not provide for the cost of required Product to service, maintain or optimize the Client Network. Such costs as from time to time may be recommended are in addition to any Service Fee structure included in this Agreement.

SECTION 3: SPECIFIC COMPONENTS OF ITMS:

3.1. Management

3.1.1. Technology Manager (TM):

The primary purpose of the Technology Manager is to plan and manage the delivery of technology system solutions aligned with the business objectives of NetStandard customers. The TM is the primary point of contact with the customer, and has primary responsibility to ensure customer satisfaction.

3.1.1.1. TM Specific Duties:

- Initiation of Service (IOS) process to set up monitoring and service delivery methodologies
- Setup and oversight of the Customer Network Health Model.
- Oversight of all routine and incidental service delivery for the Client.

- Reviews of periodic maintenance-related documentation, and forward to Client contact for review and follow up of trends, issues, needs, etc.
- Regular briefings and reports for Client, including up to one (1) on site status meeting per month with designated Client Point of Service Contact(s).

3.1.1.2. Executive-level Strategic Planning Sessions:

- NetStandard and the Client will hold business and information technology strategy meetings on an established schedule. The Executive-level strategy sessions will include client's executive leadership and NetStandard's assigned Technology Manager, plus Technology Strategists and/or Systems Architects and additional engineering resources if needed. The purpose of this meeting is to review client's business plans and their impact on current network capacity, support and performance, as well as strategic technology plans.
- NetStandard and the Client will update strategic technology plans and the Health Model based on business direction, and alignment of technology solutions with business goals and constraints.
- NetStandard and the Client will schedule follow-up meetings to present findings and recommendations.

Indicate Scope of Strategic Planning Services based on ITMS Grade Chosen by Customer:

☐ Time & Materials / Project-based

☑ Included

3.1.2. Network Monitoring:

- 24/7/365 monitoring of all available network servers and core appliances that are:
  - SNMP-enabled
  - Accessible via Internet access from the NetStandard Network Operations Center
- Monitoring (up/down via ping) of Client's Internet Service Provider's supplied router(s), assuming access provided by ISP vendor(s)
- Incident response aligned with Client's pre-defined business requirements as defined in the Health Model; includes vendor management of issues related to Internet connectivity (ISP vendor maintains the role and responsibility for fixing problems)

Indicate Monitoring Inclusion:

☑ Included

☐ OMITTED

3.1.3. Vulnerability Monitoring:

- External scanning of Client Network for potential security weaknesses, based on public-facing devices on the Client Network (i.e., any device that can be accessed from the Internet).
- If applicable, identification and recommendations of ways to better protect the Client Network.

Indicate Vulnerability Monitoring Inclusion:

☑ Time & Materials

☐ Quarterly

☐ Monthly

3.1.4. System Maintenance:

3.1.4.1. Server Maintenance (Monthly, Bi-monthly or Quarterly):

- Identification evaluation and application of available and relevant firmware updates and upgrades
- Identification evaluation and application of available and relevant OS and application patches;
- Identification evaluation and application of available and relevant security updates (service packs, critical updates, hot fixes, etc.)
- Review of server event logs (e.g., applications, system, disk arrays, etc.)
- Review of automated anti-virus updates

- Review of automated spy ware updates

3.1.4.2. Switches, Routers, Firewall Maintenance:
- Review of event logs (if captured) and manufacturer-recommended firmware updates and available upgrades for switches, firewalls and routers
- Identification evaluation and application of available and relevant firmware (OS) and application updates and upgrades

3.1.4.3. Additional Quarterly Maintenance:
- Inventory of all network-attached equipment, updating of inventory documentation, and reporting to designated Point of Service Contact(s)
- Inventory of all named, active users in Windows Active Directory, and reporting to designated Point of Service Contact(s)
- Review and report on events logged by Client's anti-virus software, and determine that any and all incidents have been properly addressed and documented.
- Review Client's firewall logs and evaluate the status of firewall updates, and determine that any and all incidents have been properly addressed and documented.
- Review backup logs for non-reported or chronic issues

3.1.4.4. Additional Semi-annual Maintenance:
- Verify network access levels for users and administrators. Report on user access definitions (either revise current list, or verify that current list is still accurate).
- Test backup and restore function of a defined data subset.

3.1.5 SAN Administration and Maintenance:
- LUN Provisioning and Management
- Licensing Maintenance
- Quarterly performance reviews
- Monitoring, identification and application of relevant firmware

Indicate Scope of Service based on ITMS Grade Chosen by Customer:

☑ N/A (no SAN in Client Network)

☐ Included

3.1.6. Automated Reporting:
- Online reporting providing historical availability, capacity and alert history for monitored network components (daily, monthly, annually)
- Online access to service tickets and invoices for designated Point of Service Contact(s)

3.1.7 Service Reporting & Analysis:
- Collection and formal reporting of data providing historical availability, capacity and alert history for monitored network components
- Collection & formal reporting of service data, trends, analysis

Indicate Scope of Service based on ITMS Grade Chosen by Customer:

☑ Time & Materials

☐ Standard = Included

3.1.8. Maintenance of Current Warranties and Licenses:
- Cataloging and organization of hardware and software licensing
- Maintenance of licensing agreements to retain in force necessary licensing
- Notifications on renewals for required licensing
- Evaluation of options and recommendations for licensing agreements required to support business operations

3.1.9. Requirements Definition, Research and Procurement Services:
- In-house purchasing support to supplement TM activities in acquiring hardware and software

- Vendor-trained specialists on hardware, software components, and licensing rules
- Multiple-vendor relationships to identify the most advanced and cost-effective solutions

3.2. Support

3.2.1. Service Desk with Remote Desktop Support/Control:

- Single point of contact for customer's to register service requests and obtain assistance
- Service Desk support for end user incident and service requests via requests from designated Authorized Contacts
- Unique telephone and email conduits available to the NetStandard Service Desk during Business Hours
- NetStandard NOC staffed 7x24x365 for customers with service needs outside of business hours
- Remote control tools which allow Service Desk personnel to take control of desktops to assist in resolution of issues and problems during normal business hours (currently Monday-Friday, 8:00am – 5:00pm Central Time).

3.2.2. Incident Response and Support:

- Priority dispatch (in front of hourly rate customers) of engineering services on trouble tickets
- Escalation as needed for system-level issues based on Health Model definitions and parameters
- 24-hour availability by qualified and certified members of the NetStandard on-call Engineering team
- Dedicated Incident Response specialists (working with assigned Technology Manager) to ensure complete response to all needs
- Remediation of system-level issues that affect use of smart phone and other peripheral devices

3.2.3. On-site Engineering Services:

- On-site support for Moves, Adds, Changes and additional services required to resolve identified issues

Indicate Scope of Service based on ITMS Grade Chosen by Customer (CHECK APPROPRIATE BOX):

☐ STANDARD: Time & Materials for all on site support

☐ PREMIUM: On site as needed @ NetStandard's discretion, UP TO A MAXIMUM OF 4.0 HOURS PER MONTH

3.2.4. Backup Management:

- Monitoring and maintenance of daily and other periodic backup processes
- Daily verification of backup success, through automated notifications feature of Client's backup system, or daily review of DataSafe online backup product
- Periodic review of backup logs (in the context of procedures outlined in Section 3.1.4 above)
- Remediation of identified backup-related issues
- Test backup and restore (in the context of procedures outlined in Section 3.1.4 above)

Indicate Scope of Service based on ITMS Grade Chosen by Customer:

☐ Customer provides all backup set definitions, backup management and data protection functions, including oversight of all backup processes

☑ ***Included; CUSTOMER IS RESPONSIBLE TO DEFINE AND APPROVE ALL BACKUP SET DEFINITIONS, TO ENSURE CORRECT DATA IS BEING BACKED UP.***

3.3. Protection

3.3.1. Security & Access Administration:

- Maintenance of user rights per defined Client policies
- Activation and de-activation, addition and deletion of users, and assignment to appropriate Organizational Units
- Password resets

3.3.2 Firewall & VPN Management:

- Monitoring and maintenance of firewalls in the context of Services offered in Sections 3.1.2, 3.1.3 and 3.1.4 above
- Management of, and troubleshooting and resolution of issues related to VPN connections
- Assistance for end users requiring assistance with remote connectivity to the Client Network

3.3.3. **Anti-Virus and Threat Management:**

- Regardless of antivirus solution, monitoring automated updates to ensure AV signatures are current and active across all devices
- Option 1: installation and maintenance of an antivirus solution provided by NetStandard (including software, upgrades, and updates), covering all applicable network devices (servers and workstations)
- Option 2: installation (if required) and maintenance of NetStandard-approved, customer-owned and provided antivirus solution (including software, upgrades, and updates), covering all applicable network devices (servers and workstations)

Indicate Inclusion or Omission of NSI-provided AV Services by Customer:

☑ Option 1: Client will use NSI-provided AV solution

☐ Option 2: Client will use Client-owned and provided AV product(s)

3.3.4. **Anti-Spam Services:**

- Option 1: Installation and maintenance of an anti-spam solution provided by NetStandard (through email routing) covering all end-user email accounts, designed to reduce the amount of spam in end-user mailboxes. **Spam Services are being provided combined with hosted Exchange email services, itemized below, and in Appendix C attached to this Agreement.**
- Option 2: Installation (if required) and maintenance of NetStandard-approved, customer-owned and provided anti-spam solution (including required any hardware, software, upgrades, and updates), covering all end-user email accounts

Indicate Inclusion or Omission of NSI-provided Spam-protection Services by Customer:

☑ Option 1: Client will use NSI-provided spam-protection solution

☐ Option 2: Client will use Client-owned and provided spam-protection product(s)

3.3.5. **Managed Backup Services through NSI DataSafe Product:**

NetStandard's DataSafe Remote Online Backup System ("DS System") is offered on a subscription basis. The DS System compresses, encrypts and de-duplicates data before it is safely transmitted over the Internet and stored in NetStandard's secure data center. **DataSafe Online Backup Services are being provided as itemized below in Appendix D attached to this Agreement.**

Indicate Inclusion or Omission of DataSafe Managed Backup Services

☑ Client will use NSI-provided DataSafe Services

☐ Client declines use of NSI-provided DataSafe Services

3.3.6. **Intrusion-prevention Services:**

- Installation and maintenance of an anti-spam solution provided by NetStandard (through email routing) designed to reduce the amount of spam in end user mailboxes

Indicate Inclusion or Omission of Intrusion-prevention Services based on ITMS Grade Chosen by Customer:

☐ Client will use NSI-provided Intrusion-prevention solution

☑ Client declines use of NSI-provided Intrusion-prevention solution

3.3.7. **Email Encryption Services:**

- Hosted email encryption service provided by NetStandard
- Current-generation email encryption of confidential business communications.

Indicate Inclusion or Omission of Email Encryption Services by Customer:

☐ Client will use NSI-provided Email Encryption solution

☑ Client declines use of NSI-provided Email Encryption solution

3.3.8. **Email Archival Services:**

- Hosted email archival service provided by NetStandard
- Allows corporate recall of messages related to an investigation
- Centralized, easily accessible and multi-functioning mail repository

Indicate Inclusion or Omission of Email Encryption Services by Customer:

☐ Client will use NSI-provided Email Archival solution

☑ Client declines use of NSI-provided Email Archival solution

3.3.9. **Network Security Monitoring – Security Operations Center (SOC) Services:**

- Services designed to ensure network intrusions are proactively identified and addressed 7x24x365 by certified Security Operations Center staff
- Includes tools and services designed to ensure the customer network is not compromised

Indicate Inclusion or Omission of Email Encryption Services by Customer:

☐ Client will use NSI-provided Network Security Monitoring Services

☑ Client declines use of NSI-provided Network Security Monitoring Services

3.4. Business Application Solutions

3.4.1. **Microsoft Exchange Hosted Email Services:**

- Hosted email service provided by NetStandard
- Full Exchange system functionality: email directly through local Microsoft Outlook installation, collaboration, calendaring, scheduling, plus online email access through Outlook Web Access

Indicate Inclusion or Omission of Microsoft Hosted Exchange Services by Customer:

☑ Client will use NSI-provided hosted Microsoft Exchange solution

Hosted Exchange Email services are being provided under the terms of Appendix C, attached to this Agreement.

☐ Client declines use of NSI-provided hosted Microsoft Exchange solution

3.4.2. **Microsoft Hosted Customer Relationship Management (CRM) Services:**

- Services to deliver hosted Microsoft Dynamics CRM integrated with Exchange E-mail, and Great Plains (if applicable)

Indicate Inclusion or Omission of Microsoft Hosted CRM Services by Customer:

☐ Client will use NSI-provided hosted Microsoft CRM solution

☑ Client declines use of NSI-provided hosted Microsoft CRM solution

3.4.3. **Microsoft Hosted Great Plains Services:**

- Hosted application services to deliver hosted Microsoft Dynamics GP integrated with the rest of the Microsoft Suite

Indicate Inclusion or Omission of Microsoft Hosted Great Plains Services by Customer:

☐ Client will use NSI-provided hosted Microsoft Great Plains solution

☑ Client declines use of NSI-provided hosted Microsoft Great Plains solution

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3.4.4. **Microsoft Hosted Office Services:**

- Hosted Microsoft Office that can be integrated with the rest of the Microsoft suite of tools

Indicate Inclusion or Omission of Microsoft Hosted Office Services by Customer:

☐ Client will use NSI-provided hosted Microsoft Office solution

☑ Client declines use of NSI-provided hosted Microsoft Office solution

3.4.5. **Microsoft Hosted SharePoint Services:**

- Hosted Microsoft SharePoint that can be integrated with the rest of the Microsoft suite of tools

Indicate Inclusion or Omission of Microsoft Hosted SharePoint Services by Customer:

☐ Client will use NSI-provided hosted Microsoft SharePoint solution

☑ Client declines use of NSI-provided hosted Microsoft SharePoint solution

3.4.6. **Search Engine Marketing Services:**

- Service that optimizes your company's visibility within Internet Search Engines

Indicate Inclusion or Omission of Search Engine Marketing Services by Customer:

☐ Client will use NSI-provided Search Engine Marketing Services

☑ Client declines use of NSI-provided Search Engine Marketing Services

3.4.7. **Hosted Blackberry Enterprise Server**

- Service that supports Blackberry Users connected to Hosted Exchange Services

Indicate Scope of Services:

☑ Client accepts use hosted Blackberry Enterprise Services

☐ Client declines use of hosted Blackberry Enterprise Services

SECTION 4: MINIMAL REQUIREMENTS TO IMPLEMENT ITMS:

4.1. Network Assessment:

Client agrees to engage NetStandard to perform a Network Assessment during the setup phase of this ITMS Agreement, to determine the current health and functionality of the system, and to make recommendations to bring Client Network to a "best practices" position. Network Assessment fees, and fees related to the remediation of critical issues will be designated as Advancement Projects (see Section 5.2), costs of which are not covered under the service fees related to this Agreement. Remediation of any issues on the Client Network identified during the Network Assessment will be mutually agreed upon by both parties as necessary and required prior to the commencement of any such remediation services, and will be dictated by separate Statements of Work provided by NetStandard to Client, and approved by signature of Client's designated Point of Contact on such Statements of Work prior to any work being performed, or any charges from NetStandard to Client for such services.

4.2. Adequate anti-virus protection:

Client must agree to implementation of an effective antivirus solution, if one does not already exist, concurrent with the commencement of this Agreement, costs of which may or may not be covered under the service fees related to this Agreement. Determination of cost is related to Client's choice of services in Section 3.3.3 of this Agreement.

4.3. Data Backup Process:

Client must agree to implementation of an effective data backup solution, if one does not already exist, concurrent with the commencement of this Agreement, costs of which may or may not be covered under the service fees related to this Agreement. Determination of cost is related to Client's choice of services in Section 3.3.5 of this Agreement. The use of backup products other than NSI DataSafe requires current

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maintenance and/or support agreement with backup software vendor. **NetStandard agrees to perform a backup analysis of local file server(s) during the Initiation of Service Project for this Agreement. Agreed upon changes in data storage requirements may affect the pricing of DataSafe Online Backup Services articulated by this Agreement.**

4.4. **DataSafe DS-Client Computer(s):**
Installation of DataSafe Managed Backup requires installing the DS-Client on a computer owned by the Client. Client must provide ample space and Internet connectivity for the installation of the DS-Client computer. Client must a computer with compatible and adequate OS, CPU, memory and disk storage space.

4.5. **Setup/Initiation of Service (IOS) Process:**
NetStandard will implement an IOS process, during the first contract quarter of this Agreement, to set up monitoring, build and refine the Client Health Model, Customer Communication Plan, and articulate workflow for routine services, and define processes for initiating non-routine service requests.

SECTION 5: SERVICES OFFERED OUTSIDE THE SCOPE OF ITMS

5.1. **Additional Services Available:**
NetStandard maintains the technical resources to provide the availability of additional services, including additional engineering, project management and strategic consulting services on an as-needed basis by Client. The following services are specifically excluded from coverage in this Agreement:

5.1.1. **Peripheral devices:**

- Device-level support for Blackberries and other "smart phone" type peripheral handheld devices
- Printers, faxes, scanners and other mechanical peripheral devices connected to the network. Customer will maintain service agreements on these devices, or may engage NetStandard for services on a time and materials basis.

Services for peripheral devices can be provided at customer request, based on normal NetStandard service rates less discounts based on monthly commitment, as articulated in section 6.3 of this Agreement, or can be included by signed addendum to this Agreement, and adjustment of associated Monthly Service Fee.

5.1.2. **Projects:**
NetStandard regularly reviews the overall effectiveness of the Client Network, to anticipate emerging needs and optimal solutions. NetStandard may, from time to time, present product and service offerings outside the scope of this Agreement, including, but not limited to, the following:

- Server hardware/software upgrades;
- Additional Network peripherals;
- Installation and configuration of new application software;
- Activities related to the relocation of existing offices, addition of new office locations, relocation of equipment for multiple users within current offices, modifications to the Client Network due to mergers and acquisitions, etc.

5.1.3. **Additional Services:**
NetStandard offers additional technology services, including but not limited to Consulting and Project Management Services, Strategic Consulting, installation and support of business process and accounting software solutions, and collocation, dedicated and managed hosting services in NetStandard's data center, storage, disaster recovery and business continuity services, etc. ***NOTE: remediation/changes based on monthly, quarterly and semi-annual maintenance and/or audit activities may require additional engineering/consulting resources, resulting in additional costs beyond monthly service fees.***

SECTION 6: PRICING

6.1. **Monthly Service Fees:**

Services as listed in Section 3 (initial one option)		Monthly Service Fee
	Standard (On-site Services = Time & Materials)	$2225.47/month
	Premium (On-site Services Included up to 4.0 hrs per month	$2727.47/month

6.2. **Setup Fee: additional, one-time fee, equivalent to one month Service Fee:**

Services as listed in Section 3 (initial one option)		Start-up Fee
	Standard (On-site Services = Time & Materials)	$2318.06
	Premium (On-site Services Included up to 4.0 hrs per month	$2820.06

6.3. **Initial Basis of Monthly Service Fees:**

Initial pricing for the services provided under this Agreement is based upon the following assumptions:

- Locations: 1
  - Current main location in Basehor, Kansas
- Initial Inventory of Users and Equipment as follows:

NetStandard **ITMS Assumptions Worksheet - City of Basehor**

MANAGEMENT	Monitor	Maintain	Descriptions (please add specifics)
Number of Users (named, active users in Active Directory)		23	*Does not include administrative or other maintenance or management accounts*
Number of Desktop & Laptop Computers		20	EXAMPLES: # desktops # laptops # tablets # thin clients # Macs etc.
Servers (physical)	2	2	# Domain Controller(s) OS versions (Windows, Linux, Unix, other) Specializations (Exchange email, SQL, etc.) EXAMPLES: # DC/File/Print # Citrix # FAX # Unix # SQL/Oracle # Win 2K3 # Win 2K
Servers (virtual)	0	0	Relationship to physical hardware environment (e.g., 7 virtual servers on 2 physical servers) Platform (VMWare, etc.)
TOTAL NUMBER OF SERVERS (PHYSICAL + VIRTUAL)	**2**	**2**	Enter any additional information required here
Virtual Host Devices (physical servers)	0	0	Make, Model
Number of Manageable Switches	2	2	
Number of Routers	1	1	Make, Model
Number of anti-Spam or other core network devices	0	0	Make, Model, purpose
Number of Firewalls	1	1	
Wireless Access Points	0	0	Make, Model
Monitored UPS Units	0	0	Make, Model
Other Devices to Be Monitored &/or Managed	0	0	*Insert description of devices to be monitored & or managed, + adequate description of requirements*
TOTAL NUMBER OF DEVICES MONITORED/MAINTAINED	**6**	**6**	
Storage Area Network (SAN) Devices		0	Make, Model
Number of SAN-attached Servers		0	Define which servers from above lists
Printers (inc. labelers)		0	Make, Model
Copiers network attached)		0	Make, Model
Smart Phones & other Handheld Devices		0	Makes & Models
IP Phones		0	Make, Model
Servers being backed up (for managed backup services)		2	*List Servers by server name included in managed backup services*
SECURITY			
Hosted Anti-virus Accounts		22	Typically = total # desktops + laptops + servers (physical &/or virtual)
Hosted Anti-spam Accounts		0	Typically = total # active email accounts
DataSafe - estimated data to back up (after compression--GB)		51	Factor 1.5-2.0:1 compression ratio for current "raw" data; "managed" via separate line item
External Vulnerability Scan IP Locations		0	Firewalls, Web Servers, Mail Servers, etc.; Core question: how many public-facing devices are on the Client Network? Discovered during Assessment
Intrusion Prevention Services		0	
Mail Encryption Accounts		0	
Mail Archival Accounts		0	
Hosted Business Solutions			
Hosted Exchange OWA-only Users Required		0	Economy Model
Hosted Exchange Outlook Anywhere Users Required		23	Standard/Premium Model
Hosted MS CRM Users Required		0	Integration w/Exchange in STANDARD model only
Hosted MS Great Plains Users required		0	
Hosted MS Office Users required		0	
Hosted MS SharePoint (WSS) users required		0	Economy Model
Hosted MS SharePoint (MOSS) users required		0	Standard/Premium Model
Hosted MS SharePoint (Designer) users required		0	Standard/Premium Model
Hosted Blackberry Enterprise Server		6	
Search Engine Optimization Estimated Hours/Month		0	

6.4. **Labor Rates for Services not included in Monthly Service Fee:**

Labor Rate Discount %, based on Monthly Service Fee (Line "I" in Section 6.1 above): 10%

6.5. **Rate Factors for Services not included in Monthly Service Fee:**

RATE LEVEL	TIME FRAMES	RESPONSE FRAMEWORK	RATE FACTOR
Level 1	**M-F 8am-12noon CT**	**Same Day Response**	**1.0**
	M-F 12noon-5pm CT	**Next Business Day Response**	
Level 2	**5pm-8am,CT,weekends or requested 2-hour response**		**1.5**
Level 3	Recognized Holidays (see Section 1.16)		2.0

6.6. System Administration monthly charges are based on current equipment inventory census, plus actual number of named, active users shown in Active Directory, equivalent to individual user logins on the Client Network (i.e., multiple users may not share login credentials on the Client Network). The initial census of named Active Directory users will be performed during the Setup phase of services provided under this Agreement. Additions or subtractions to the current equipment inventory census or the number of named, active users will adjust monthly Service Fees up or down, as appropriate. Inventory of Active Directory users will be made by NetStandard TM on the twentieth day of the second month of each contract quarter (e.g., on November 20th for the quarter beginning January 1st) for the purposes of recalculation. Inventory of hardware equipment will be made by NetStandard TM on the twentieth day of the second month of every contract quarter (i.e., on a bi-annual basis; e.g., on November 20th for the six-month period beginning January 1st) for the purposes of recalculation. Current inventory numbers will be delivered to designated Client contact, which will have 48 hours to request any changes to user base or hardware inventory census to adjust the Inventory numbers collected.

6.7. Engineering support, both local and remote, is provided in 15-minute increments. Minimum on-site commitment per incident is 60 minutes; minimum Help Desk commitment per incident is 15 minutes.

6.8. During business hours, travel time for Engineering Services is charged only to Client location(s) at the negotiated hourly rate. After business hours and on recognized holidays as outlined in Section 1 of this Agreement, travel time is charged both to and from Client location(s).

SECTION 7: FINANCIAL ARRANGEMENTS

7.1. In consideration of the Monthly Service Fee and Setup Fee articulated in Section 6 of this Agreement, paid by Client to NetStandard, NetStandard agrees to provide services to the Client as described in Sections 2 and 3.

7.2. A payment for the first month of Monthly Service Fees as described in Section 6.1 will be required within 60 days of NSI's invoice creation date. The Setup Fee as described in Section 6.2, is required for initiation of services under this Agreement and will be payable upon Client receipt of invoice. NetStandard will invoice Client for these fees.

7.3. Costs to remediate critical issues discovered during the Network Assessment and to achieve the standards noted in Section 4 are not included in the scope or monthly or Setup Fee articulated in this Agreement. Client agrees to pay the cost of remediation for agreed-upon critical issues identified during the Network Assessment, which will be invoiced separately from services under this Agreement.

7.4. Services articulated in Section 5, including all services are outside the scope and monthly cost of ITMS monitoring and maintenance services articulated in this agreement, are not included in the monthly service fees, and are billable on an as-used basis, at the discounted labor rate percentage as articulated in Section 6.3 above.

7.5. The first pro-rated monthly payment (if applicable) shall be computed by multiplying the monthly payment amount described in Section 5 by a fraction, the numerator of which shall be the number of days from the connection date to the end of the month containing the connection date (inclusive), and the denominator of which shall be total number of days in the month containing the connection date.

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7.6. Payment in the amount of the Monthly Service Fee, plus any accrued late fees and prior balance, shall be due within 60 days of NSI's invoice creation date. Such payment shall represent payment for System Administration Monthly Fee for the month containing the due date.

7.7. Payments made more than 10 days past the due date shall be subject to a servicing fee of 1.5% per month or the maximum fee allowed by law, whichever is lower. NetStandard reserves the right to suspend services provided under this Agreement in the event Client is over 30 days delinquent on any and all service fee payments as described in Section 6.

7.8. The final payment under this Agreement shall be the total amount due for all months or parts thereof within the Service Period plus all applicable charges and fees less all amounts already paid.

7.9. All pricing will have sales taxes added, where applicable.

7.10. Additional services required or requested by Client, including, but not limited to all services articulated in Section 5, online backup services, new hardware (including workstations, network appliances, workstations, portable computers, peripherals, etc.), software (including media and licensing), Internet connectivity, domain name services and web hosting services are not included in the Monthly Service Fee.

7.11. Costs of Product and Services on the Client Network in addition to items covered under this ITMS Agreement are not covered within this Agreement, and are bid, implemented and invoiced outside of the scope of this Agreement.

SECTION 8: RELATIONSHIPS

8.1. NetStandard and Client shall be deemed to be solely independent contractors, and this Agreement shall not be construed to create any partnership, franchise, joint venture, or other legal agency between the parties.

SECTION 9: PROTECTION OF RIGHTS

9.1. Client acknowledges that pursuant to this Agreement that no right, title, or interest in or to any copyrights, trademarks, or other proprietary rights owned or held by NetStandard are transferred to Client.

9.2. Unless otherwise indicated by separate agreement, hardware and software as described in this Agreement are optionally purchased by the Client and will be the property of the Client.

9.3. Client agrees to be bound to the Software License Agreements for all software modules delivered by NetStandard.

9.4. Client may not grant to any third party a sub-license, lease, or sub-lease of equipment serviced by NetStandard without the express written consent of a corporate officer of NetStandard.

9.5. NetStandard provides Client some services within this Agreement via the Internet. Client acknowledges that the Internet is not owned, operated, managed by or in any way affiliated with NetStandard, but is instead a separate network of computers independent of NetStandard. Client's use of the Internet is solely at Client's own risk and is subject to all applicable local, state, national and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies and systems, many of which are beyond NetStandard's control. Client assumes all responsibility for the content of information transferred to or from Client Resources, including, but not limited to, responsibility for breaches in Client's security or system integrity.

9.6. NetStandard's services and network may only be used for lawful purposes, and use of these items for unlawful purposes is prohibited. This includes requests for NetStandard employees and contractors to perform services, and the transmission of material which is in violation of any local, state, national, or international law or that is otherwise deemed proprietary or which is judged by NetStandard to be improper, inappropriate or potentially a source of legal liability to NetStandard. NetStandard reserves the right to terminate this agreement if NetStandard's network is so used by client.

9.7. Access to other networks connected to NetStandard's network must comply with the rules appropriate for that other network. NetStandard exercises no control whatsoever over the content passing through its network.

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9.8. NetStandard makes no warranties, express or implied, including, but not limited to, those of merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, mis-deliveries or service interruption however caused. NetStandard shall have no liability for direct, indirect, incidental, or consequential damages, including but not limited to any claims by Client for lost profits or expenses.

9.9. Client agrees to indemnify and hold harmless NetStandard from any and all claims, damages and liabilities resulting from statements, actions, or omissions of Client and its employees or agents, or breach of this Agreement by Client. Such indemnification shall include all reasonable legal fees and other costs incurred by NetStandard in defending such claims.

SECTION 10: TERMS OF AGREEMENT

10.1. This Agreement shall become effective on the date that the parties execute this Agreement by signature below.

10.2. Services provided under this Agreement are scheduled to begin on February 1, 2011.

10.3. This Agreement shall be in effect for a period of four months, from the beginning date of service. At the end of this first four-month period, this Agreement shall renew for a period of one (1) year. Upon the end of the one-year Renewal Period, this Agreement shall renew on a month-to-month basis. If Client does not wish to renew, Client must notify NSI in writing at least thirty (30) days before the last day of the applicable Initial or Renewal Service Periods and such notice will not be effective until thirty (30) days after NSI receives such notice.

10.4. It is expressly understood that non-payment of amounts owing under this agreement shall constitute material breach which shall be agreed grounds for termination by NetStandard upon immediate written notice. NetStandard may also terminate a Service, in whole or in part, upon thirty (30) days written notice to Client if NetStandard decides to discontinue such Service, in whole or in part.

10.5. In the event the Client becomes dissatisfied with NetStandard's service, client shall submit written Notice of Unsatisfactory Performance to NetStandard, including an explanation of the problem(s) which is/are the cause of the dissatisfaction in quantitatively measurable, scientifically demonstrable or otherwise non-subjective language. Client shall further define within Client's Notice of Unsatisfactory Performance the specific steps or other performance which would be required to remedy the problem(s). Notice of Unsatisfactory Performance shall be delivered in good faith and only to redress legitimate business concerns which have actual adverse consequences for client. If, within thirty (30) days of NetStandard's receipt of Client's Notice of Unsatisfactory Performance NetStandard fails to cure Client's concerns regarding performance as determined by Client, Client may terminate this agreement upon thirty (30) days written notice to NetStandard. NetStandard may pursue redress through the Courts in the event NetStandard feels Client has been disingenuous regarding the direct relationship between performance and termination of this agreement.

SECTION 11: CLIENT RESPONSIBILITIES

11.1. Unless otherwise contracted, Client is responsible for the supervision of this Agreement.

11.2. Client will provide named Authorized Contact(s) and Points of Service Contact(s) for all services provided under this Agreement.

11.3. Client will provide access for appropriate NetStandard personnel to all Client computer equipment serviced under this Agreement. This access must be granted at the time of the execution of this Agreement, and continuously maintained throughout the duration of this Agreement.

11.4. Client will provide adequate hardware and software resources for successful completion of all technical aspects of strategic business initiatives as set forth by client.

11.5. Client will provide access to all Client personnel resources as needed for successful completion of all technical aspects of strategic business initiatives as set forth by client.

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11.6. Client must provide disk space and online connectivity as required by NetStandard for completion of its duties under this Agreement.

SECTION 12: ALTERATIONS, MODIFICATIONS, AND GOVERNING LAW

12.1. This Agreement may not be waived, changed, modified, terminated, amended, or altered orally by either party.

12.2. This Agreement shall be construed in accordance with the laws of the State of Kansas.

12.3. By means of this agreement, NetStandard may participate in, sponsor, conduct, or administer a cooperative purchasing agreement, for purchases of supplies, materials, equipment, and provision of similar contractual services with federal agencies or agencies of other states or local units of government.

12.4. A signature transmitted by telefacsimile or scanned from the original shall be considered an original signature for purposes of effecting this agreement.

_____ _____
Client Authorized Signature Date

_____
Printed Name and Title

_____ _____
NetStandard Inc. by Authorized Party Date

_____
Printed Name and Title

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ADDENDUM A - ITMS Services Support Model

Priority Response Levels
Priority support levels are defined by the Priority Response chart shown below. :

		SEVERITY		
		High	**Medium**	**Low**
IMPACT	**High**	Entire Organization Affected; Business Processes Halted	Group/Location Affected; Business Processes Halted	Single/Few User(s) Affected; Business Process Halted
	Med	Entire Organization Affected; Business Degraded; Workaround Avail.	Group/Location Affected; Business Degraded; Workaround Avail.	Single/Few User(s) Affected; Business Degraded; Workaround Avail.
	Low	Entire Organization Affected; Irritation rather than Stoppage	Group/Location Affected; Irritation rather than Stoppage	Single/Few User(s) Affected; Irritation rather than Stoppage
Priority Codes		**Emergency**	**Quick Response**	**Normal Response**

Tier Definitions
Under the ITMS Agreement with Client, support will be provided as defined below.
Tier 1 (NetStandard):
- Initiation of all service incidents (user, application, systemic), with the exception of those generated through NSI-provided monitoring services, through designated, named Service Requestors
- Basic "how do I?" support for user base, including questions on Microsoft Office functions and internal (including Line of Business) applications (e.g., core processing banking systems)
- Basic desktop hardware support to user base, including mechanical issues with desktop monitors, keyboards, mice, power and connectivity cabling, and desktop-attached peripherals
- Confirmed handoff to Tier 2 for all non-resolved issues

- Tier 2 (NetStandard):
  - Escalations from Tier 1 where issues have not been resolved
  - More complex support on application software and / or hardware (affecting multiple users)
  - Escalation to vendors for items covered under warranty or maintenance
  - Support requests generated by monitoring regarding hardware and software issues that can be resolved within 2 hours
- Tier 3 (NetStandard):
  - Incidents defined as Emergency status based on the Severity/Impact chart above
  - Escalations from Tiers 1 & 2 where issues have not been resolved within two (2) hours
  - Support requests generated by monitoring regarding hardware and software issues that cannot be resolved at the Tier 2 level within 2 hours

Service Request Processes
- All service incidents (including scheduled maintenance, user issues, escalations and projects) will be entered into and managed through the NetStandard's Professional Services Automation System.
- Tier 1 (named Client contacts) generates Service Requests using standard communication systems (phone: 913-262-3888, option 2), email (**support@netstandard.com**) for all issues, describing the user(s) involved and their location, the problem, and Priority based on Severity and Impact.
- Tier 2 support is provided via remote access tools from the NetStandard Service Desk.
- Tier 3 remote and on-site support will be provided when deemed necessary by agreement between Client and NetStandard.

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ADDENDUM B: SERVICE LEVEL AGREEMENTS

B.1. In consideration of the Services articulated in Sections 2 and 3 of this Agreement, NetStandard will provide to Client the following Service Level Agreement terms:

B.1.1.. **Method of submission of Service Requests:**
NetStandard will respond to all service requests submitted by either email (for requests submitted to **support@netstandard.com** or an equivalent assigned email address on the Client email system which will auto-forward to NetStandard), Web portal, or telephone.

B.1.2. **Severity & Impact Definitions (for Service Request Priority Codes):**
Service Requests are labeled with Priority Codes of either "Emergency," "Quick Response" or "Normal Response" based on the following Severity/Impact Matrix:

		SEVERITY		
		High	**Medium**	**Low**
IMPACT	**High**	Entire Organization Affected; Business Processes Halted	Group/Location Affected; Business Processes Halted	Single/Few User(s) Affected; Business Process Halted
	Med	Entire Organization Affected; Business Degraded; Workaround Avail.	Group/Location Affected; Business Degraded; Workaround Avail.	Single/Few User(s) Affected; Business Degraded; Workaround Avail.
	Low	Entire Organization Affected; Irritation rather than Stoppage	Group/Location Affected; Irritation rather than Stoppage	Single/Few User(s) Affected; Irritation rather than Stoppage
Priority Codes		**Emergency – Tier 3**	**Quick Response – Tier 2**	**Normal Response – Tier 1**

B.1.2.1. Service Request Tiers will be defined by this matrix for determination of all Tier 1, 2 and 3 level Service Incidents (see Addendum A).

B.1.2.2. NetStandard will engage in service request escalations at the Tier 3 level, after Client internal IT resources have addressed issues defined by Tier 1 and 2 definitions, and identified steps taken via descriptions and time entries in NetStandard's Professional Services Automation System.

B.1.3. **Response SLA Parameters:**

B.1.3.1. **Service Requests considered "Emergency" (status at inception, or when previous Service Requests are elevated to Emergency status):**
NetStandard will escalate all Service Requests labeled "Emergency" to the attention of Client Account and NetStandard management within 30 minutes.

B.1.3.2. **Service Requests considered "Quick" and "Normal" Priority (status at inception):**
NetStandard will meet or exceed a response goal of two (2) defined business hours or less on ninety percent (90%) or more of Service Requests submitted per the methods articulated in Section 8.1.1 of this Agreement. For the purposes of this Agreement, "response" is defined as having a technical resource assigned to the Service Request within the parameters of the SLA.

B.1.4. **Resolution SLA Parameters:**

B.1.4.1. **Service Requests considered "Emergency" (status at inception, or when previous Service Requests are elevated to Emergency status):**
NetStandard will apply appropriate resources on a continual basis to restore operational services for Client in defined Emergency situations. NetStandard may defer ultimate resolution of underlying problem issues causing defined Emergency Service Requests in order to meet the priority of restoring operational services for Client.

B.1.4.2. **Service Requests considered "Quick" and "Normal" Priority (status at inception):**
NetStandard will meet or exceed a resolution goal of twenty-four (24) defined business hours or less on eighty percent (80%) or more of Service Requests submitted per the methods articulated in Section 8.1.1 of this Agreement. For the purposes of this Agreement, "resolution" is defined as Service Requests that, through the NetStandard Professional Services Automation System, are either complete, cancelled, complete but needing NetStandard management review, complete but needing time entry and/or corrections of information from NetStandard resources applied, closed to invoicing, closed to project (meaning the Client

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and NetStandard agree that the issue articulated in the Service Request will require resolution through services articulated by a defined project outside the scope of the Service Request(s) related to the issue), or Service Requests for issues where services are made operational using a workaround pending action by a vendor or manufacturer resource).

B.1.5. **Exclusions from SLA Requirements:**
For the purposes of this Agreement, SLA definitions and requirements above will not apply to issues and associated Service Requests under the following conditions: resolution of problem issues defined in Section 8.1.4.1 of this Agreement; Service Requests that are waiting on parts or services from other vendors (including hardware and software manufacturers and their associated support resources); Service Requests that are waiting on the Client to make decisions related to scope, cost or any other consideration; Service Requests that are designated as "On Hold" for any reason mutually agreed to by Client and NetStandard. Service Requests given this status are re-entered into SLA response and resolution requirements when they are removed from such a status and given another active status, or when they are re-classified as resolved per the terms in Section 8.1.4.2 of this Agreement.

B.1.6. **SLA Measurement:**
NetStandard will provide, on a quarterly basis (concurrent with inventory reporting defined in Section 7.5 of this Agreement) standardized reporting from NetStandard's Professional Services Automation system, documenting response goals vs. actual results, and resolution goals vs. actual results. An example report is provided as an Attachment to this Agreement. Customized reporting beyond this report format is available for an additional fee beyond the Service Fess articulated in Section 7 of this Agreement.

SAMPLE SLA REPORT

SLA Performance by SLA **10:05:24 AM**

SLA Name:	Sample
Location:	(ALL)
Division:	(ALL)
Board:	(ALL)
Company:	Sample
Date Range:	1/1/2010 to 6/30/2010
Showing all records	

SLA	Type	#SR	Responded %	Responded Goal %	Resolution	Resolution Goal %
Sample						
	Proactiv	554	96.57%	90.00%	83.70%	80.00%
	Reactiv e	3040	96.22%	90.00%	90.16%	80.00%
	Other	1	0.00%	90.00%	0.00%	80.00%
	Total	3595	96.24%	90.00%	82.70%	80.00%
Total:	Proactive	554	96.57%		41.88%	
	Reactive	3040	96.22%		90.16%	
	Other	1	0.00%		0.00%	
	Total	3595	96.24%		82.70%	

ADDENDUM C

Software as a Service Addendum to the IT Managed Services Agreement

This Addendum is made concurrent with the date referenced in the IT Managed Services Agreement above between NetStandard Inc., a Kansas corporation, and its affiliated entity, DataSafe, LLC, a Kansas Limited Liability Company, with a place of business at 2000 Merriam Lane in Kansas City, Kansas (hereinafter collectively referred to as "NetStandard") and City of Basehor, Kansas (hereinafter referred to as "Client").

Recitals

WHEREAS, NetStandard owns and operates a technologically advanced data center facility (the "Data Center") used to provide physical space and related products and services for hosting Business Application Software and related infrastructure (the "Hosted Business Solutions") for clients; and

WHEREAS, Client is interested in using NetStandard's Hosted Business Solutions to provide application software to its users on a monthly basis.

Agreement

In consideration of the matters set forth above, the parties agree as follows:

SECTION 1. TERMS OF AGREEMENT

1.1 Engagement. Client hereby contracts with NetStandard for and NetStandard agrees to provide Client with use of NetStandard's Hosted Business Solutions to Client's authorized "End Users" pursuant to the terms of this Agreement.

1.2 Effective Date. This Agreement shall become effective on the date referenced in the opening paragraph of the IT Managed Services Agreement to which this Addendum is attached.

1.3 Term. The services provided under this Agreement shall begin on the date referenced in Section 11.2 of the IT Managed Services Agreement to which this Addendum is attached (the "Service Start Date").

1.4 Events Upon Termination. Upon termination of this Agreement as set forth above, Client may engage NetStandard's resources under a separate agreement in order to extract stored data from NetStandard's Data Center. NetStandard will cooperate with client to provide all requested data. No post-agreement data migration services are included in this Agreement.

SECTION 2: SYSTEMS AND SERVICES

2.1 Services Provided on a Subscription Basis. NetStandard's Hosted Business Solutions are provided on a subscription basis. NetStandard's system is user- , module- and capacity-based. Pricing is based on:

(a) Standard setup fees at service initiation;

(b) The number of users with rights to access each per-user application;

(c) The additional modules selected for functionality to be provided to users.; and

(d) The total amount of Client's data stored on NetStandard's systems.

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2.2 **Additional Services**. Any additional service(s) requested by Client that is beyond the scope of Section 2.1(a) set forth above, whether associated with specific implementation requirements or additional on-going support or customization projects, Client must enter into a separate written agreement with NetStandard such as a Statement of Work or other service agreement. Additional charges shall apply for such service(s).

2.3 **Backup of Client's Application Data**. Client's application data shall be backed up using NetStandard's then-current remote back-up system. At the time of service initiation, NetStandard's remote back-up system is the DataSafe Remote Backup System.

2.4 **Client-Requested Backup Restorations.** Client-requested restoration of backups due to circumstances within client control shall be billed at NetStandard's then-current standard hourly rates for such services.

2.5 **Long Term Storage**. If long term storage of any generation of data is required, Client must enter into a separate written agreement with NetStandard setting forth the terms of the long term storage. Additional charges shall apply for this service on a per occurrence basis.

2.6 **Authorized End-Users**. Client shall, within ten (10) days after the Effective Date, notify NetStandard of the persons authorized to engage NetStandard for service and support (the "End-Users"). Client shall identify all End-Users by name and email. Client shall continue to notify NetStandard of any changes, deletes or additions of End-Users as necessary.

2.7 **Administrative or Backup User Access**. NetStandard requires Administrative or Backup User access to all hosted systems. Client hereby agrees to grant NetStandard access at the time of installation and to continuously maintain said access for proper operation.

2.8 **Application License Agreements**. Client hereby agrees that any application of Client hosted by NetStandard shall be subject to any and all license agreements of the application's publishing entity. Client further agrees that:

(a) Client is prohibited from removing, modifying, or obscuring any copyright, trademark or other proprietary rights notices that are contained in or on the licensed products; and

(b) Client is prohibited from reverse engineering, decompiling, or disassembling the licensed products, except and only to the extent that such activity is expressly permitted by applicable law;

2.9 **Standard Monitoring And Support Services**. NetStandard's Hosted Business Solutions automatically include NetStandard's 24/7/365 standard monitoring and critical incident support within the Data Center.

2.10 **Premium Support Services**. Client may opt to purchase, in advance, the following premium support services. If Client does not opt to purchase and prepay for these premium support services, additional fees shall apply on a per-hour basis for any premium support service requested by Client.

Regardless of whether Client opts to purchase in advance and prepay for the following premium support services, CLIENT MAY NOT OPT-OUT OF PATCHES AND UPGRADES. NetStandard will perform these upgrades when new releases and new functionality have proven to be stable. Individual customers will be required to upgrade when NetStandard schedules the upgrade.

If Client has not purchased and prepaid for patches and upgrades, Client shall be required to pay for these services on a per-hour basis to cover the retrofit of any Client-required customizations. The actual

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cost of upgrading the base application will be the responsibility of NetStandard. NetStandard's Premium Support Services include:

2.10.1 **Automatic Application Upgrades**. As new versions and service packs are released for Client's applications, NetStandard's certified professionals shall schedule a time with Client to update Client's system. Service pack and major version upgrades are included for all hosted Microsoft applications.

2.10.2 **Quarterly Core Training**. Client may attend NetStandard's web-based training or in-person seminar. Said seminars are offered either continuously on NetStandard's web-site OR on a quarterly basis to cover key elements of the hosted system.

2.10.3 **Service Desk Support Services**. Included in the cost for SAAS services is a flat 20% fee per month for each user. For each user for whom Client has contracted with NetStandard to have access to NetStandard's Hosted Business Solutions (the "Contracted User"), NetStandard shall provide unlimited service desk support services. The number of Contracted Users shall be the number of active directory users set up by NetStandard on behalf of Client in order to deliver the services defined in Section 3.1 of this Addendum, Monthly System Fees, as well as any additional users authorized throughout the Service Period. Any authorized contact of Client may initiate service ticket requests with NetStandard's service desk personnel, and NetStandard's service desk personnel shall address Client's service ticket requests.

Service Desk Support Services are available only to answer "how-do-I" questions regarding using NetStandard's Hosted Business Solutions in connection with Client's applications (the "End-User Application Support"). End-User Application Support excludes implementation of services beyond answering "how-do-I" questions. Such exclusions include but are not limited to custom report creation, data maintenance or manipulation, and workflow creation. End-User Application Support is available during business hours which are defined as Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding the following recognized holidays: (1) New Year's Day, (2) Memorial Day, (3) Independence Day, (4) Labor Day, (5) Thanksgiving Day and (6) Christmas Day.

SECTION 3: FEES

All terms of this Agreement regarding Service and Support Fees are described above in Section 6 of the Agreement to which this Addendum is attached.

SECTION 4: FINANCIAL ARRANGEMENTS

4.1 **Payment of Fees**. Client hereby agrees to pay all fees described above in Section 6 of the Agreement to which this Addendum is attached.

4.2 **Additional Services Not Included In Recurring Monthly Fees**. Additional services required or requested by Client, including, but not limited to, Internet connectivity, domain name services and web hosting services are not included in the Recurring Monthly Fees.

SECTION 5. INTELLECTUAL PROPERTY AND ASSIGNMENT

5.1 **Ownership of Intellectual Property**. Client acknowledges that pursuant to this Addendum that no right, title, or interest in or to any copyrights, trademarks, or other proprietary rights owned or held by NetStandard or any third party are transferred to Client.

5.2 **Master Software License Addendum**. Client agrees to be bound to any Master Software License Addendum for all software modules utilized to deliver NetStandard's Hosted Business Solutions. The software license itself is considered to be the property of NetStandard and is on loan to

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Client for the term of this Addendum. The rights to use the software may not be transferred to any third party without NetStandard's prior written permission.

5.3 **No Assignment**. Client may not assign, transfer, provide or grant to any third party a sub-license, lease, sub-lease, or any other right to the use of NetStandard's Hosted Business Solutions without the express written consent of a corporate officer of NetStandard.

SECTION 6. LIABILITY AND INDEMNIFICATION

6.1 **Limitation of Liability**. NSI warrants that its performance under this Addendum shall meet or exceed the parameters outlined within the SAAS Service Level Agreement annexed hereto as EXHIBIT C, or those remedies as are provided within the SAAS Service Level Agreement shall be made available to Client. It is acknowledged that Client has read and accepts the Service Level Agreement and each of its terms and conditions, and that Client accepts the remedies provided therein as Client's non-exclusive remedies (except with respect to Unavailability of Connectivity). NSI represents that services performed under the Addendum shall be conducted in a professional manner and with skills consistent with industry standards. Except as set forth above, NetStandard makes no warranties, express or implied, including, but not limited to, those of merchantability or fitness for a particular purpose. Except as set forth above, this includes loss of data resulting from delays, non-deliveries, mis-deliveries or service interruption however caused. NetStandard shall have no liability for indirect, incidental, or consequential damages, including but not limited to any claims by Client for lost profits or expenses.

6.2 **Client's Remedies**. Client's exclusive remedy against NetStandard with respect to items other than those in the Service Level Agreement annexed hereto as EXHIBIT C, to the extent it exists under this Addendum or otherwise, is limited to the repair, replacement or refund of any product or service provided by NetStandard. The decision as to the repair, replacement or issuance of a refund shall be determined at NetStandard's sole option and subject to applicable law. The amount subject to refund, if any, shall not exceed a refund of the price (plus sales tax) that Client actually paid for the specific product or service in question and, in the case of any refund of Recurring Monthly Fees, shall under no circumstances exceed the fees actually paid by Client for the prior two month period. These limitations and exclusions regarding damages shall apply even if any proposed or attempted remedy fails.

6.3 **Waiver of Claims**. Client hereby expressly waives any claims for damages arising from the use of NetStandard's products and services after the expiration of six (6) months from the date of purchase of such products or services.

6.4 **Indemnification**. Client agrees to indemnify, defend and hold harmless NetStandard from any and all liabilities, damages, losses, claims, costs and expenses resulting from any statements, actions, or omissions of Client and its employees or agents, or breach of this Addendum by Client. Such indemnification shall include all reasonable legal fees and other costs incurred by NetStandard in defending such claims. Client further covenants not to sue or maintain any cause of action, claim, demand, cross-claim, third party action or other form of litigation or arbitration against NetStandard its officer's directors, employees, contractors, agents, affiliated bureaus or subscribers arising out of or relating in any way to the use of NetStandard's Hosted Business Solutions.

SECTION 7: PROTECTION OF RIGHTS AND WAIVER OF WARRANTIES

7.1 **Client's Software and Hardware**. Client is fully liable for the installation, maintenance and repair of all software and/or hardware provided by Client and residing at Client's location, except as otherwise specified in any Custom Systems Addendum attached hereto and bearing the signature of both parties. NetStandard specifically disclaims any and all liability for the installation, maintenance, or repair of software and/or hardware owned and/or used by Client except as otherwise specified in any Custom Systems Addendum attached hereto and bearing the signature of both parties or as otherwise created by an optional Information Technology Managed Services Agreement or other maintenance or systems Addendum between Client and NetStandard which may exist from time to time concurrently with this

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Addendum. Client is also solely responsible for all transfer(s) of information between the set of computers owned by Client which are connected to the global Internet and within any subsidiary set of resources.

7.2 **Use of Internet at Client's Own Risk**. NetStandard provides Client access to NetStandard's systems via the Internet. Client acknowledges that the Internet is not owned, operated, managed by or in any way affiliated with NetStandard but is instead a separate network of computers independent of NetStandard. Client's use of the Internet is solely at Client's own risk and is subject to all applicable local, state, national and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies and systems, many of which are beyond NetStandard's control. Client assumes all responsibility for the content of information transferred to or from Client Resources, including, but not limited to, responsibility for breaches in Client's security or system integrity.

7.3 **Use for Lawful Purposes Only**. NetStandard products and systems may only be used for lawful purposes, and use of its products and systems for unlawful purposes is prohibited. Client shall at no time transmit materials which are in violation of any local, state, national, or international law or which is otherwise deemed by NetStandard to be improper or inappropriate. NetStandard reserves the right to terminate this Addendum if NetStandard's network is so used by Client.

7.4 **Compliance with Other Networks**. Access to other networks connected to NetStandard's network must comply with the rules appropriate for that other network. NetStandard exercises no control and possesses no obligation whatsoever to monitor the content passing through its network.

7.5 **Warranty Disclaimer**. NETSTANDARD PRODUCTS AND SERVICES ARE WARRANTED, IF AT ALL, ONLY BY THE ORIGINAL MANUFACTURER AND ACCORDING ONLY TO THE TERMS OF AN ACCOMPANYING ORIGINAL MANUFACTURERS LIMITED WARRANTY. NETSTANDARD INC. AND ITS' AFFILIATED ENTITIES, INCLUDING, BUT NOT LIMITED TO DATASAFE, LLC., (COLLECTIVELY REFERRED TO AS "NETSTANDARD") HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF TITLE, OR AGAINST INFRINGEMENT OR THAT THE NETSTANDARD PRODUCTS AND SERVICES MEET ANY CLIENT'S PARTICULAR STANDARDS, REQUIREMENTS, OR NEEDS.

TO THE EXTENT THAT ANY NETSTANDARD PRODUCTS AND SERVICES PROVIDED TO CLIENT OR ANY ITEM WHICH IS OTHERWISE THE SUBJECT OF THIS ADDENDUM IS NOT ACCOMPANIED BY A SEPARATE LICENSE STATEMENT OR WARRANTY, SUCH ITEMS ARE PROVIDED ON AN "AS IS" BASIS "WITH ALL FAULTS." BY USING SUCH NETSTANDARD PRODUCTS AND SERVICES, CLIENT ASSUMES THE ENTIRE RISK AS TO ITS QUALITY AND PERFORMANCE. ANY STATEMENTS MADE ON PACKAGING OR IN MANUALS AND OTHER DOCUMENTATION WILL BE ACCEPTED BY CLIENT FOR INFORMATIONAL OR INSTRUCTIONAL PURPOSES ONLY AND NOT AS WARRANTIES.

TO THE EXTENT PROVIDED BY APPLICABLE LAW, NETSTANDARD AND ITS SUPPLIERS AND VENDORS DISCLAIM ALL WARRANTIES BY NETSTANDARD AND ITS SUPPLIERS AND VENDORS AND ANY LIABILITY BY NETSTANDARD AND ITS SUPPLIERS AND VENDORS FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, ARISING FROM THE USE OF THE SOFTWARE SERVICES.

Software as a Service: Service Level Agreement

NetStandard Inc. is committed to providing a level of SAAS services which is unparalleled elsewhere in the technology marketplace. The following guarantees are part of that commitment and demonstrate NetStandard's willingness to stand behind our internal processes, our network, our quality of service, and

our technological capabilities. We make the following guarantees, as applicable, to eligible hosting customers ("Hosted Business Solutions Customers").

SECTION ONE – AVAILABILITY GUARANTEES

Network Availability Guarantee for Hosted Business Solutions Customers

NetStandard guarantees ninety-nine and nine-nine-nine percent (99.999%) network uptime on all portions of the NetStandard Network.

Power Availability Guarantee for Hosted Business Solutions Customers

NetStandard guarantees to supply AC power ("Power") to all NetStandard Inc. owned or controlled hardware located within NetStandard's Dedicated Hosting Center at least 99.999% of the time in each calendar month.

Core Applications Availability Guarantee for Hosted Business Solutions Customers

NetStandard guarantees that the set of hosted applications and services that Hosted Business solutions Customer has purchased from NetStandard and which have been installed and are being operated and maintained by NetStandard on behalf of Hosted Business Solutions Customer ("Core Applications") will be operational at least 99.999% of the scheduled up-time in each calendar month. The Core Applications guarantee does not apply if Hosted Business Solutions Customer is the cause of configuration or other functionality problems with Core Applications Software. Core Applications Unavailability will be deemed to exist if one or more of the Core Applications purchased by Hosted Business Solutions Customer does not respond to NetStandard's Core Applications monitoring systems.

Service Credit for Unavailability

Any Hosted Business Solutions Customer, Hosting Customer, Collocation Customer, or Dedicated Access Customer who experiences Unavailability in excess of one (1) hour during a calendar month may receive Service Credit as follows:

- *Network Unavailability greater than one (1) hour, but less than four (4) hours, in a calendar month:* one (1)-day Hosted Business Solutions Monthly Recurring Charge credit.
- *Network Unavailability equal to or greater than four (4) hours in a calendar month:* one (1)-week Hosted Business Solutions Monthly Recurring Charge credit.

All types of concurrent Unavailability be considered one and the same instance of Unavailability, and concurrent Unavailability shall not give rise to multiple service credits for different types of Unavailability. See Section 3 hereof for the Service Claim Process.

SECTION TWO – DEFINITIONS

"Monthly Recurring Charge" shall mean the monthly fee for Hosted Business Solutions service charged by NetStandard as defined in Section 3.1 as "Minimum Monthly Recurring Charge", for the month in which the event giving rise to the claim for Service Credit occurs.

"NetStandard Network" shall mean the telecommunications network and network components owned or operated by NetStandard and the telecommunications network and network components used by NetStandard. The NetStandard Network does not include any networks or network equipment or other equipment not owned or controlled by NetStandard.

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"Unavailability" for purposes of the "Availability Guarantees" shall not include (and for which no Service Credit shall be granted) unavailability due to NetStandard planned maintenance or other planned outages; packet loss; equipment or software upgrades; customer request; any action performed by NetStandard in order to maintain or improve NetStandard's services; any customer equipment, circuit, application, software, code, hardware device failure or malfunction; acts or omissions of Customer and/or Customer's users; denial of credit to Customer; planned or unplanned NetStandard telco provider outages; or reasons outside of NetStandard's reasonable control, such as Force Majeure. NetStandard's typical Data Center Maintenance Window is 12AM-6AM each Sunday morning.

Not less than 48 hours prior to a scheduled service interruption, NetStandard will notify Customer's technical contact provided in writing to NetStandard by e-mail of such scheduled interruption in service and the nature of such interruption. Such notice shall be effective for all purposes herein, despite any failure of the Customer and/or its agents to receive such notice for any reason, including problems with or failures of Customer's e-mail system(s) or erroneous contact information provided by Customer or any other reason.

"Service Credit" for any Guarantee, shall mean:

- One (1) day Service Credit equals one divided by the actual number of days in the month to which the Service Credit relates multiplied by Customer's Monthly Recurring Charge for such month.
- One (1) week Service Credit equals seven divided by the actual number of days in the month to which the Service Credit relates multiplied by Customer's Monthly Recurring Charge for such month.

See Section 3 hereof for the Service Claim Process.

SECTION THREE - SERVICE CLAIM PROCESS

To initiate a claim for Service Credit with respect to any Guarantee, Customer shall submit a completed Service Credit Request Form within fourteen (14) days after the end of the month during or for which the event occurred which gives rise to the claim for Service Credit. NetStandard shall acknowledge receipt of all Service Credit Request Forms via email no later than the next succeeding business day after such receipt and shall review all requests within 14 days after such receipt. Customer shall be notified via email upon resolution of the request.

Unless Customer has been notified of any Unavailability by NetStandard Customer shall have notified the NetStandard Network Operations Center (913-262-3888) of any Unavailability promptly during such Unavailability. Eligibility for Service Credit is based on a failure that is caused solely by a component or components of Customer's service that is managed by NetStandard.

SECTION FOUR - SERVICE CREDIT

If Customer's Service Credit Request is approved, NetStandard shall issue Service Credit to Customer's account, which Service Credit shall appear on the invoice issued in the month following the month in which the Service Credit Request Form was approved.

Service Credit shall be Customer's sole remedy for Unavailability of Connectivity which is not caused by the Client.

The Service Credit provided for herein is based on Customer's compliance with the terms and conditions of its services agreement with NetStandard and the failure of Customer to comply therewith may invalidate NetStandard's Guarantees provided herein. Furthermore, NetStandard shall not be held liable

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for failure to fulfill its obligations hereunder if such failure is due to Customer's tampering with any equipment.

Service Credits are not cumulative. If NetStandard fails to comply with more than one Guarantee with respect to a Customer during a calendar month, only the Guarantee producing the greatest measured Service Credit to such Customer will be considered for the granting of Service Credit. Furthermore, If Customer receives more than one Service, Service Credits will not be considered for Services that were not affected by NetStandard's failure to comply with any Guarantee.

SECTION FIVE – SOLE REMEDY

Through exercise of any remedy specifically provided pursuant to the terms of this Service Level Agreement, Customer agrees and ratifies that this Agreement shall be the single and sole remedy for all Unavailability of Connectivity which is not caused by the Customer.

SECTION SIX - MODIFICATIONS

NetStandard in its sole discretion may modify, amend or revise one or more of these Guarantees at any time and from time to time. Such changes or revisions shall be deemed effective upon the posting of updated Service Level Agreement information to NetStandard's Web site.

Software as a Service – DATA CONFIDENTIALITY & SECURITY

NetStandard Inc. is committed to protecting the data hosted in our Data Center, both physically and logically. Detailed specifications regarding the security plan for hosted data are available in a white paper upon request. NetStandard Inc. and its agents will not use or disclose any Client information, except as necessary to provide the contracted services. In the event of a detected security breach, NetStandard Inc. will notify the Client's primary contact regarding the nature of the intrusion and appropriate action plan.

SOFTWARE AS A SERVICE – SAS70

NetStandard Inc. agrees to seek and subsequently maintain a SAS70 attestation which substantially represents our current state of operations.

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ADDENDUM D

Back-up Systems Addendum to the IT Managed Services Agreement

THIS BACKUP SYSTEMS ADDENDUM, ("Addendum") is made and entered into on the date referenced in the opening paragraph of the Agreement to which Addendum is attached by and between DataSafe, LLC, a Kansas Limited Liability Company and its affiliated entity and parent company, NetStandard Inc., a Kansas Corporation with a place of business at 2000 Merriam Lane, Kansas City, Kansas, 66106-4715 (hereinafter collectively referred to as "DataSafe") and **City of Basehor, Kansas** (hereinafter referred to as "Client").

WHEREAS, DataSafe is a provider of the DataSafe Remote Backup System and related products;

WHEREAS, Client is interested in acquiring and using Remote Backup System and related products from DataSafe;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter, the parties hereby agree as follows:

Section 1: Definitions

1.1 DataSafe describes DataSafe, LLC, a Kansas Limited Liability Company and its affiliated entities, including, but not limited to its parent company, NetStandard Inc., a Kansas Corporation as well as the brand name of the Remote Backup System provided by DataSafe (hereinafter collectively referred to as "DataSafe").

1.2 Client Resources refers to the set of computers owned by Client which are connected to the global Internet.

1.3 Connectivity refers to the ability for data transmitted from computer(s) within Client Resources destined for computer(s) outside Client Resources as well as services related to connectivity.

1.4 System Period refers to the period of duration of this Addendum

1.5 System Fee means the fee paid to DataSafe by Client. The System Fee shall start at the amount defined under Section 3.1, Monthly System Fees, as Client's Estimated Initial Monthly System Fee, and that amount shall serve as a minimum System Fee for the term of this Addendum.

1.6 Initial Backup means the first full system backup performed by the Client that must be performed at the remote location and transported to the NSI Data Center.

1.7 Stored Capacity is determined as the total size of Client's compressed data stored on the system at DataSafe.

1.8 DS-Client is the software that runs on a computer at Client's site to perform remote backups.

1.9 DS-Client Appliance refers to the combination of hardware and software that exists at Client's site and performs backup tasks.

1.10 NSI Data Center refers to the data center owned and operated by NetStandard, Inc.

1.11 DataSafe Products and Systems refers to any hardware, software, remote backup Systems, other services, documents, files and information provided to client by DataSafe, LLC and its affiliated entities, including, but not limited to its parent company, NetStandard, Inc.

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Section 2: Description of Systems

2.1 DataSafe remote backup Systems are offered on a subscription basis. The System is capacity based and is priced based on the total amount of Client data stored on DataSafe's systems. This means there is no contractual limitation on the number of machines to be backed up. Only the total Stored Capacity stored is monitored.

2.2 The Addendum provides for backup Systems to be performed by Client once on a daily basis.

2.3 This Addendum provides for storing multiple generations of each file backed up. There is no retention limitation or limit on the number of file generations possible. Stored Capacity increases as the number of generations increase. A new file generation is only created if the stored file has changed since the last backup. The default number of file generations is nine (9).

2.4 If Long Term Storage of any generation of protected data is required, Client must enter into a separate written agreement and additional charges apply for this service on a per occurrence basis.

2.5 DataSafe does not guarantee the compressibility of Client Stored Data. Client agrees that this reduction is on a best effort basis and not within DataSafe's control.

2.6 Client shall identify a contact person to receive initial training to assist Client in the installation of DataSafe Products and Client's evaluation of the data desired to be backed up by the Client. DataSafe shall provide customer support via telephone during the first thirty (30) to assist Client with the setup and configuration of their backup plan, and Client's performance of the Initial Backup.

2.7 **DS-Client Appliances:**
Installation of DataSafe requires either: #1) a dedicated DS-Client Appliance provided by DataSafe at the Client location, #2) installing the DS-Client on an existing computer owned by the Client, or #3) for NSI Datacenter customers, installation of DataSafe Systems on a shared DS-Client appliance owned by DataSafe. On DataSafe supplied equipment at the Client location, Client must provide space and Internet connectivity for the installation of the DS-Client Appliance. On client-provided equipment at the Client location, Client must a PC with compatible and adequate OS, CPU, memory and disk storage space.

Section 3: Pricing of DataSafe Systems

3.1 **Monthly System Fees:**
Stored Backup Levels and Price per GB (Monthly)

Maximum compressed storage amount included under ITMS Agreement 51 GB

Minimum recurring monthly bill (included in ITMS Monthly Service Fees): $150.00

Compressed storage amount in excess of fifty-one (51) gigabytes (GB) will incur a fee of $4.00 per GB per month.

3.2 **Daily DataSafe Backup Log Reviews:**
Included in ITMS Agreement to which this Addendum is attached.

Section 4: DataSafe Addendum Financial Arrangements

4.1 In consideration of the System Fee paid by Client to DataSafe, DataSafe agrees to provide a means by which Client can obtain DataSafe Systems.

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4.2 Client agrees and accepts pricing structure as itemized in Section 3.1 of this Addendum labeled "Stored Backup Levels and Price per GB (Monthly)."

4.3 Client is responsible for maintenance and installation of all software and/or hardware provided by Client and residing at Client's location, except as otherwise specified in any Custom Systems Addendum attached hereto and bearing the signature of both parties. DataSafe specifically disclaims any and all responsibility for the installation, maintenance, or repair of software and/or hardware owned and/or used by Client except as otherwise specified in any Custom Systems Addendum attached hereto and bearing the signature of both parties or as otherwise created by an optional managed services agreement or other maintenance or Systems agreements between Client and DataSafe which may exist from time to time concurrently with this agreement. Client is also solely responsible for all transfer(s) of information between computers within Client Resources and within any subsidiary sets of resources.

4.4 Additional services required or requested by Client, including, but not limited to, Internet connectivity, domain name services and web hosting services are not included in the System Fee.

Section 5: Relationships

5.1 DataSafe and Client shall be deemed to be solely independent parties, and this Addendum shall not be construed to create any partnership, franchise, joint venture, or other legal agency between the parties.

Section 6: Protection of Rights, Waiver of Warranties

6.1 Client acknowledges that pursuant to this Addendum that no right, title, or interest in or to any copyrights, trademarks, or other proprietary rights owned or held by DataSafe or any third party are transferred to Client.

6.2 The DS-Client appliance and its operating system are optionally purchased by the Client and will be the property of the Client. The DataSafe DS-Client software license will remain the property of DataSafe.

6.3 Client agrees to be bound to any Master Software License Addendum for all software modules utilized to deliver DataSafe Products and Systems. The software license itself is considered to be the property of DataSafe and is on loan to Client for the term of this Addendum. Upon termination of this Addendum, Client retains only the right to use the DS-Client software to restore copies of data which were backed up under this Addendum. The rights to use the DS-Client software may not be transferred to any third party without DataSafe's prior written permission.

6.4 Client may not grant to any third party a sub-license, lease, or sub-lease of Client's DataSafe Products and Systems without the express written consent of a corporate officer of DataSafe. In particular, Client may not provide DataSafe Products and Systems to any third party without the express written consent of a corporate officer of DataSafe.

6.5 DataSafe provides Client access to DataSafe Systems via the Internet. Client acknowledges that the Internet is not owned, operated, managed by or in any way affiliated with DataSafe, but is instead a separate network of computers independent of DataSafe. Client's use of the Internet is solely at Client's own risk and is subject to all applicable local, state, national and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies and systems, many of which are beyond DataSafe's control. Client assumes all responsibility for the content of information transferred to or from Client Resources, including, but not limited to, responsibility for breaches in Client's security or system integrity.

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6.6 DataSafe Products and Systems may only be used for lawful purposes, and its use for unlawful purposes is prohibited. Client shall at no time transmit materials which are in violation of any local, state, national, or international law or which is otherwise deemed by DataSafe to be improper or inappropriate. DataSafe reserves the right to terminate this Addendum if DataSafe's network is so used by Client.

6.7 Access to other networks connected to DataSafe's network must comply with the rules appropriate for that other network. DataSafe exercises no control and possess no obligation whatsoever to monitor the content passing through its network.

6.8 **Warranty Disclaimer**

DATASAFE PRODUCTS AND SERVICES ARE WARRANTED, IF AT ALL, ONLY BY THE ORIGINAL MANUFACTURER AND ACCORDING ONLY TO THE TERMS OF AN ACCOMPANYING ORIGINAL MANUFACTURERS LIMITED WARRANTY. DATASAFE, LLC AND ITS' AFFILIATED ENTITIES, INCLUDING, BUT NOT LIMITED TO NET STANDARD, INC., (COLLECTIVELY REFERRED TO AS "DATASAFE") HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF TITLE, OR AGAINST INFRINGEMENT OR THAT THE DATASAFE PRODUCTS AND SERVICES MEET ANY CLIENT'S PARTICULAR STANDARDS, REQUIREMENTS, OR NEEDS.

TO THE EXTENT THAT ANY DATASAFE PRODUCTS AND SERVICES PROVIDED TO CLIENT OR ANY ITEM WHICH IS OTHERWISE THE SUBJECT OF THIS ADDENDUM IS NOT ACCOMPANIED BY A SEPARATE LICENSE STATEMENT OR WARRANTY, SUCH ITEMS ARE PROVIDED ON AN "AS IS" BASIS "WITH ALL FAULTS." BY USING SUCH DATASAFE PRODUCTS AND SERVICES, CLIENT ASSUMES THE ENTIRE RISK AS TO ITS QUALITY AND PERFORMANCE. ANY STATEMENTS MADE ON PACKAGING OR IN MANUALS AND OTHER DOCUMENTATION WILL BE ACCEPTED BY CLIENT FOR INFORMATIONAL OR INSTRUCTIONAL PURPOSES ONLY AND NOT AS WARRANTIES.

6.9 **Limitation of Liability**

DataSafe shall not be liable for any claim or right to recover damages, including, but not limited to, direct, indirect, special, incidental, or consequential damages, loss of profit, expenses incurred, loss of data, data recovery or reconstruction, resulting delays, non-deliveries, mis-deliveries, service interruption, business interruption, personal injury, loss of privacy, failure to meet any duty including of good faith or of reasonable care, tort, negligence, negligent misrepresentation, strict liability, product liability, breach of contract or breach of warranty, however caused, or other similar claims, even in the event of the fault of DataSafe (or any supplier) and regardless of whether DataSafe has been specifically advised of the possibility of such damages.

Client's exclusive remedy against DataSafe, to the extent it exists under this Addendum or otherwise is limited to the repair or replacement of the DataSafe Products and Systems or a refund with respect to the specific DataSafe Products and Systems item in question. The decision as to the repair or replacement of a DataSafe Products and Systems item or issuance of a refund shall be determined at DataSafe's option and subject to applicable law. The amount subject to refund, if any, will not exceed a refund of the price (plus sales tax) that Client actually paid for the specific DataSafe Products and Systems item in question and in the case of any refund of Monthly System Fees shall not exceed to fees actually paid by Client for the prior two month period. These limitations and exclusions regarding damages will apply even if any proposed or attempted remedy fails. The claims period for any DataSafe Products and Systems is six (6) months from the date of purchase.

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6.10 Client agrees to indemnify and hold harmless DataSafe from any and all claims, damages and liabilities resulting from statements, actions, or omissions of Client and its employees or agents, or breach of this Addendum by Client. Such indemnification shall include all reasonable legal fees and other costs incurred by DataSafe in defending such claims.

Section 7: Client Responsibilities

7 .1 For Clients installing DataSafe at the Client location (i.e., not at the NSI Datacenter), a minimum of 384Kb available Internet upload bandwidth is required at each location. Backup times will be impacted by network congestion. Larger datasets may require greater bandwidth for timely completion of backups. Client agrees to provide adequate Internet bandwidth to allow for desired backup operations.

7.2 DataSafe requires TCP/IP ports 3000 through 3005 to be open for outbound sessions only from the DS-Client machine(s). These ports must be open for proper operation of the remote backup system. TCP/IP port 3002 is required to be open for inbound sessions, if remote support is required. TCP/IP port assignments may be changed due to upgrades of DataSafe.

7.3 DataSafe requires Administrative or Backup User access to all protected systems. This access must be granted at the time of installation and continuously maintained for proper operation.

7.4 Each DS-Client requires an encryption phrase to protect the data. Client must compose and enter the desired phrase at the time of installation. Client is responsible to keep a record of the provided encryption phrase in a secure place. **Loss of this key will result in the loss of all of Client's data backups. Backup encryption keys cannot be reconstructed if they are lost. DataSafe is not liable for the storage of the encryption key and will retain no record of its content or ability to reconstruct the key or access any of Clients data backups.**

7.5 DataSafe is not responsible for performance characteristics on Client provided DS-Client machines.

7.6 Unless otherwise contracted, Client is responsible for the daily supervision of backup operations. An email address and SMTP relay server must be provided for receiving notifications from the DS-Client.

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NetStandard
BUSINESS BEYOND TECHNOLOGY

MUNICIPAL GOVERNMENT REFERENCES

Engagement Partner	City Contact	Scope of Work
City of Mission, Kansas	Captain David Moloy, Police Dept. Phone: 913-676-8304	IT Managed Services with DataSafe Online Backup for DR/BC
City of Roeland Park, Kansas	Debbie Mootz, City Administrator Phone: 913-722-2600 Ext. 202	IT Managed Services
City of Merriam, Kansas	Sgt. Darren McLaughlin, IT, PD Phone: 913-322-5587	Firewall Purchase & Installation with Support
City of Fairway, Kansas	Chief John Simmons, PD Phone: 913-262-2364 Ext. 5502	IT Managed Services
City of Overland Park, Kansas	Marvin Sommerfeld, IT Manager Phone: 913-895-6070	Security Services per Project On Demand IT Services Contract

The Purple Guys
a versent company

The City of Basehor

RFP Response
On-going Network Support Proposal

February 7, 2011

1701 Walnut St., Suite 300, Kansas City, MO 64108 816.221.3900 voice 816.221.3910 fax www.purpleguys.com

ThePurpleGuys
a versent company

Thank You!

Thank you for this opportunity to continue providing support to the City of Basehor! We look forward to continuing to work with you.

We appreciate the opportunity we have had to provide support to the City of Basehor since November of 2009. We have provided services to support all City departments including implementing security policies and firewall rules which meet or exceed state and federal law enforcement requirements.

The following response directly addresses the Expected Services as defined in the RFP and expands on the additional services we have been providing and will continue to provide as part of the proposal.

Thank you again for the opportunity!

Sincerely,

Jon Schram
President

1701 Walnut St., Suite 300, Kansas City, MO 64108 816.221.3900 voice 816.221.3910 fax www.purpleguys.com

Response to Specified Requirements

The successful vendor will have a proven track record implementing security policies and firewall rules which meet or exceed state and federal law enforcement requirements. Prior experience working with municipal governments is preferred.

- *We have implemented security policies and firewall rules that meet or exceed state and federal law enforcement requirements. This includes our FIPS compliant backup solution (VersentVault) which, in addition to providing on-site and remote data backup, serves as a redundant server for both the Police Department and City.*
- *A copy of the signed KCJIS Encryption Questionnaire is attached.*

Minimum Expected Services:

- Initial network review and inventory of all attached devices as well as licensing review and recommendations. After review make detailed recommendations for implementing best practices with a semi-annual review.
    - *This inventory is available on-demand from our existing system. We can provide whatever level of detail is required for inventory or audit purposes.*
    - *We typically make recommendations on an as needed basis and will implement a more structure semi-annual review.*
- An assigned support manager to oversee the implementation process, to be the main contact for any ongoing issues, and to conduct regular briefings and reviews with an assigned City staff member.
    - *Marvin D'Souza, senior engineer, is assigned as the support manager for the City of Basehor. He is supported by a team of eleven additional engineers as well as Dan Reeser, engineer team lead, Dale Gray, managing partner and Jon schram, president.*
- Conduct regularly scheduled reviews of City needs including recommendations for new technologies or replacement of failing systems.
    - *We are happy to schedule reviews on whatever schedule works best for the City.*
- Provide 24 X 7 X 365 network monitoring with immediate notification of key issues if requested.
    - *Our current monitoring is provided 24x7x365. We can immediately notify City staff if requested.*
- Online reporting of all system events and service tickets. Email confirmation of all service requests.
    - *Our current on-line reporting system shows all service tickets and applicable system related events and is available 24x7x365. All service requests receive email confirmation.*
- Monitor warranties and notification of upcoming renewal dates.
    - *We currently have documented the warranty status of all primary equipment in your network and will continue to maintain this documentation.*
- Review and recommendation of all I.T. related purchases.
    - *We currently provide recommendations on all I.T. related purchases.*

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Quarterly

- Review and update inventory of all network attached equipment
  - *We maintain an on-demand inventory of all network attached equipment. Hard copies can be produced at any time.*
- Review and provide a list of all active users to the assigned City staff member.
  - *We will review and provide a list of all active users to the assigned City staff member.*

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Services in addition to Specified Requirements

Data Backup and Business Continuity Services

- The FIPS compliant VersentVault currently deployed on-site serves as a tapeless backup system, taking hourly snapshots of the Police Department server and City server. The backups are stored internally on the VersentVault and duplicated remotely to a SAS 70 certified data center.
- The servers are imaged on the VersentVault for quick recovery
- 300GB of remote storage space is included in the fixed fee cost of our services with additional storage available.
- **Standby/Redundant Server Functionality**
    - In addition to providing backups, the VersentVault functions as a standby server, providing failover functionality in the event that the Police department server or City server or both servers experience issues requiring them to be taken out of service.
    - We guarantee no more than four hours of downtime in the event that a server failure should occur.

On-Site Support Services

- As specified in the attached support agreement, **we are providing Unlimited on-site support** for the flat monthly fee. Exceptions will be the addition of new equipment which will be handled on a case by case basis, either billed hourly or on a fixed fee basis.

Hosted Exchange Services

- As specified in the attached support agreement, we are providing Hosted Exchange Services with an **Unlimited mailbox size**.

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Company Overview

Versent Group, LLC, dba The Purple Guys, was founded in October 2001. The company has grown 25-30% each year since inception. We have been recognized by the Kansas City Business Journal every year since 2001 as one of the Top 25 Network Support Companies in Kansas City. We also recognized by the Kansas City Business Journal as one of the Best Places to work in 2006 and 2008. We were also recognized by the Kansas City Chamber of Commerce as one of the Top 10 Small Businesses in Kansas City in 2010.

We have eighteen full time employees and one cabling contractor.

Our philosophy has always been to take a proactive rather than reactive approach to managing and supporting technology. The Purple Guys currently provide outsourced IT support to over 70 companies in the KC metro area representing over $950,000,000 in revenue in the local economy. Combined, these customers have over 1400 end users, over 250 servers. The customers range in size from 10 to 250 end users. We feel with over nine years of successfully supporting small and mid-sized organizations we are ideally suited and experienced to continue to support the needs of the City of Basehor!

We partner with our customers. We put the risk of managing the technology environment on our shoulders through our Fixed Fee/Flat Fee pricing model. More details on each component of our services are provided in this proposal.

We believe in continuous improvement and belong to several groups that allow us to leverage best practices for business and technology management. Our management team has been actively participating in Vistage (formerly known as TEC, the world's largest CEO roundtable organization) since 1999 and in the Helzberg Entrepreneurial Mentoring Program (HEMP) since 2000. Jon Schram, president of The Purple Guys, served on the board of HEMP from 2004 – 2007 and is still an active member of the organization. We take our role as a business partner very seriously and look for ways to help our customers above and beyond technology support.

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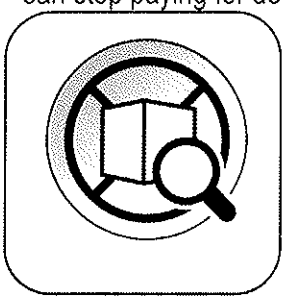
ThePurpleGuys
a versent company

VersentCheck™ – *We will do IT for you.*

For years, IT companies and their clients have been working against each other. Something breaks, the IT company comes out to fix it, followed by a big bill.

That has changed. With **VersentCheck™**, we work *with* you to make sure that things don't break in the first place. Using a flat-fee monthly approach to billing, our incentive is to keep your network running smoothly. The better we do our job, the less you'll see of us, and the more you'll get out of your network. Finally, you can stop paying for downtime. Doesn't that make sense?



Preventative Maintenance & Unlimited support for Servers, Firewalls, Routers & Workstations

VersentCheck™ gives you all the preventative maintenance you would expect from your IT provider once a month – except you get it every day. We monitor your network for spyware, virus activity and failed backups and keep your systems patched and updated. We know most support calls can be handled much faster remotely than by waiting for an on-site technician so we give each of your users **unlimited** access to our live service desk.

VersentCheck™ Details

Unlimited Service Desk
Unlimited Remote & On-site Support
Virtual CIO
Unlimited Purchasing Support
Project Research & Proposals
Annual Technology Plans
PCs and Laptops
Support
PC/Laptop Monitoring • Availability • Free Disk Space • Hard Drive
Microsoft Application Support
VPN Client Management
Hardware and Software Audit
Desktop Optimization & Management
Maintenance
Microsoft Patch Management
Security
Software Patch Management
Antivirus Software Monitoring & Management
Spyware and Adware Removal

Server & Firewall
Assigned Virtual CIO
Support
Server Monitoring 24x7 • Availability • Applications • Processor Utilization • Drive Space • Memory Utilization • Disk Utilization • Event Log
Exchange Monitoring 24x7 • Availability • Email Store Size
Hardware and Software Audit
Workgroup Printer Monitoring
Backup Monitoring
Maintenance
Microsoft Patch Management
Log File Maintenance
Printer Setting Management
Security
User Account Administration
File Sharing Permission Administration
Security Administration
Virus Definitions Monitoring
Firewall Monitoring
Firewall Management

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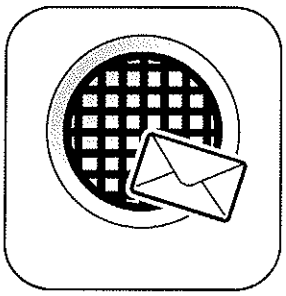
VersentFilter™ – The right way to make sure spam and attachments with viruses do not make it into your network and ensure that your email never goes down.



Revolutionary Spam Filter and Email Protection

Tired of wading through tons of spam to get to your important emails? Worried you might accidently open an attachment with a virus? Worried about missing an important email that accidently got caught in your filter? Concerned about losing or missing your email if the power goes out in your building? VersentFilter is for you!

VersentFilter™ Details

Perimeter Protection – VersentFilter intercepts messages before they reach your network.

Redundant Email Servers – VersentFilter uses an array of redundant servers to ensure that at least one server will always be available to deliver mail. Each server set is equipped with VersentFilter's proprietary Spam detection system that utilizes more than 60 types of filtering techniques. All servers also contain multiple anti-virus engines and proprietary detection systems that rid incoming email of worms, viruses, phishing attempts and other protocol-based vulnerabilities.

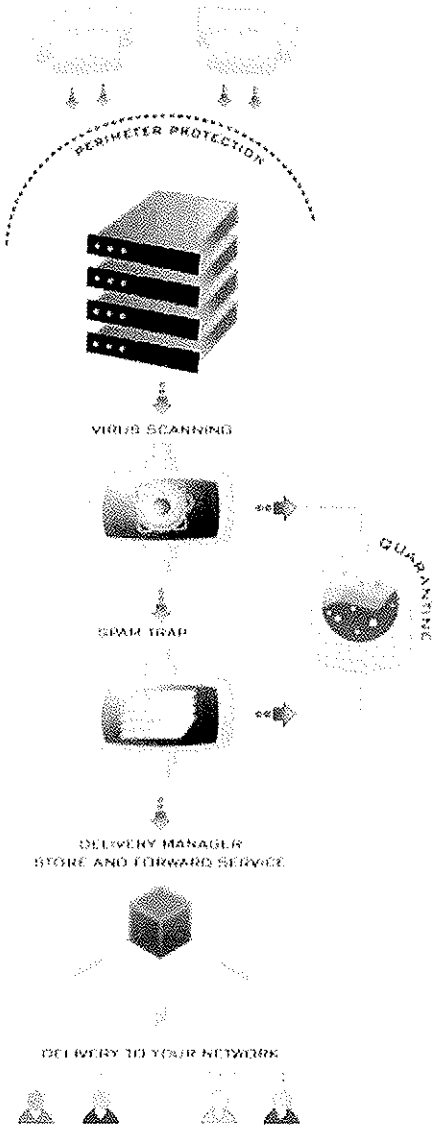
Virus Scanning - In today's world, viruses are the favorite tool used by spammers to enable the mass delivery of spam. VersentFilter uses three anti-virus engines which are updated every 10 minutes to ensure the signature databases are current. VersentFilter's detection system is used to identify and block unknown viruses providing an extra layer of virus protection. Emails that fail any of the anti-virus tests are routed to the Virus Quarantine for review by the system administrators.

Spam Trap - The VersentFilter Spam Filtering system uses the results from a blend of leading spam identification techniques to determine whether a message is legit or belongs in the Spam Quarantine. Some of these tests include internal and external RBL checks, routing analysis, signature and heuristic content inspection and reputation review. Drawing on our worldwide spam traps the system is updated between 500 and 2500 times per day providing consistent spam capture rates of up to 99%.

User Quarantine - Messages that are identified as spam or containing a virus are parked in VersentFilter's offsite Spam or Virus Quarantine. The detained emails can be viewed and/or released by administrators or individual users depending on the configuration selected by the administrator. User-level logins as well as email reports eliminate anxiety over potential false positives and optionally allow tracked message releases.

Delivery Manager/Store and Forward Service - Because uninterrupted email service is now a requirement for most businesses, VersentFilter's Delivery Manager protects your business from unexpected interruptions - natural, accidental, malicious or otherwise. Delivery Manager components include:

- Store and Forward Buffering
- Load Balancing
- Email Delivery Fail-over Support
- Emergency Mail Service



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Service Desk Overview/Frequently Asked Questions (FAQ)

What are your hours of operation for the helpdesk?

8x5 M-F Standard and 24x7, 365 by electing the 24x7 support option

Is the service or coverage different at different times of the day (e.g. working hours vs. non-working hours)?

M-F, 8-5 – typically immediate response via phone/email

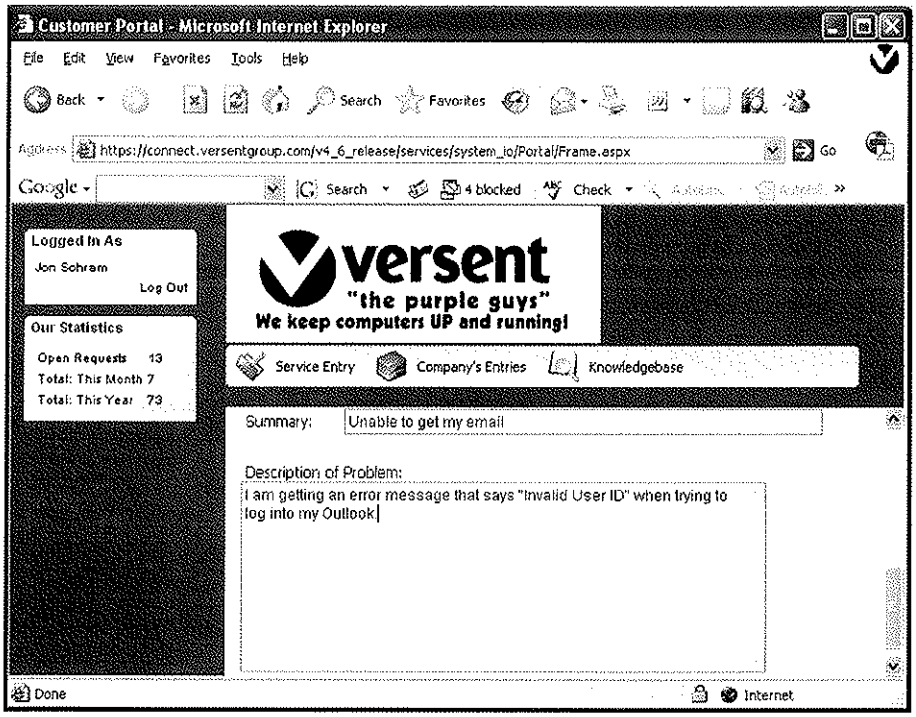
Eve/Weekend – 1 hour emergency response is available, otherwise requests are addressed at the start of the next business day.

How do you accept problem reports (e.g. phone, e-mail, etc.)?

Phone, email and web portal

What access/visibility do you provide to current and past trouble tickets?

The web portal tracks all service requests real-time. All end users can be given access to the portal to see either just their requests or all company requests. Typically only the "company coordinator" is set up to see all service requests, other users are set up to see only their individual requests.



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What process do you follow to ensure the quality of services provided?

All service requests, upon completion, provide the opportunity for feedback via a short emailed customer satisfaction survey. All service requests are reviewed by both the service desk coordinator and the account manager to ensure that any chronic or recurring issues are addressed and resolved quickly.

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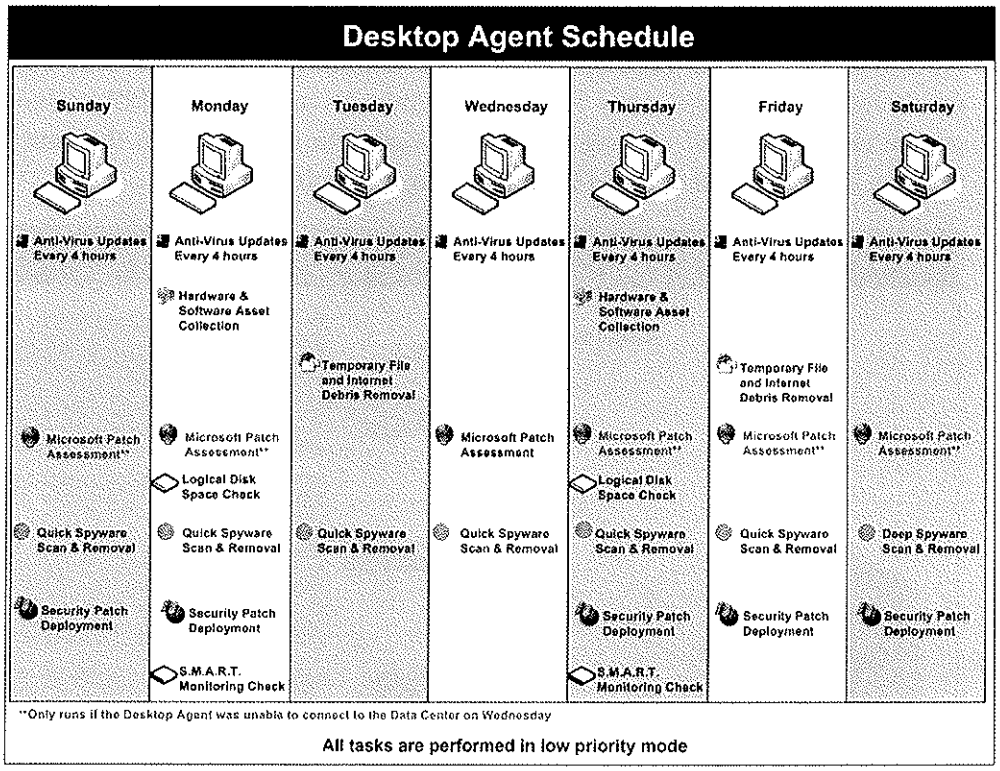
Planned outages for preventive maintenance and new implementations (cont'd)



'Report card' on your provided services

Monthly executive reports are delivered to the company coordinator and any other contacts designated by the customer. The report is emailed with an executive summary and the reports details the specific maintenance that was performed that month as well as the system health of all PCs and Servers. Copies of specific service requests can be produced as needed or reviewed on demand via the web portal. An example executive report can be provided upon request.

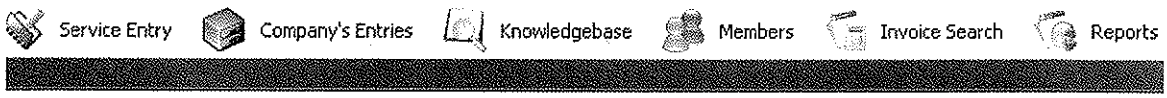
Status reporting on your environment and our environment

The monthly executive reports provide a very in depth picture of the health of your network as well as the details of service performed during the month. Details on any specific service requests can be reviewed at any time via the web portal.

New Client Orientation: "Welcome to The Purple Guys"

During the on-boarding process with each customer we distribute our Welcome to the Purple Guys documentation. This document is typically hand delivered and walked through with all employees as we kick off the on-boarding process. We walk through it with all staff members so expectations are clearly set. A copy can be provided upon request.

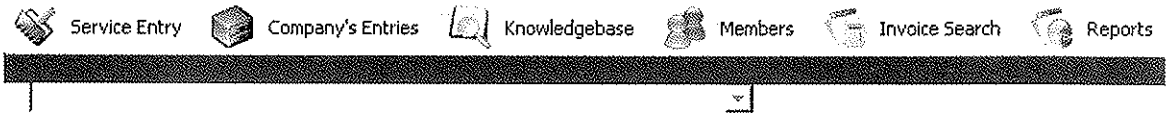
- All service request details (open and resolved) are available on-line.



Page **1** of **1** Add Search Clear

SR	Summary	Contact	Entered	Status	Updated	Assigned
33613						
33613	08 09-10 Setup new ConnectWis...	Help Tickets	9/10/2008	Closed ...	9/18/2008	

You can drill down into the detail of any particular service request:



Resolution:

*** Service time entry of dreeser on 9/16/2008 ***
** Onsite support
- Managed the cutover to the new server.
- Retired the old server to the tech room and made a full backup of the filesystems in case they are needed.
- Ran a verify job against the data to ensure that it was good.
- All data tests were fine.
- Ran a data integrity check on the new server after the CW techs were finished with the data migration to the new ser

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- All data tests were fine.
- Ran a data integrity check on the new server after the CW techs were finished with the data migration to the new ser

- All current and past invoices and the corresponding detailed service descriptions are available on-line
- Backup details are available on-demand
- Current security status (via firewall logs) are available upon request
- External Security probes (port scans) are available with 48 hours notice.
- Hardware and software inventories are available upon request

Your current service level response times to abnormal conditions

- Regular response during normal business hours for business interruption related issues is one hour but is typically immediate due to the nature of our staffed service desk and our remote capabilities.
- Response after hours or on evening/weekends is 2-4 hours
- Emergency Response, if required and selected as part of the contract, is 24x7 and has a one hour response time.

Network device management

- All network devices are managed.

Wireless LAN management

- All LAN devices are managed.

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Equipment/component replacement?

Customer owned equipment is maintained and replaced in coordination with the customer/manufacturer and done as needed.

Storage/Warehousing of extra equipment?

We typically do not store or warehouse extra equipment. Specific requests would be addressed on a case by case basis.

Software Support Overview / FAQ

Installation & upgrades

All installations and upgrades are coordinated and conducted with the software vendor, according to their processes and procedures.

Media storage and inventory control

Media storage is typically done at the customer location. All hardware and software is inventoried and available on demand.

License management

All Microsoft licensing is monitored, maintained and available on-demand. Line of Business application licensing is typically handled by the customer.

Training

End user training is available for the core Microsoft Applications (Outlook, Word, etc…) typically done in a lunch and learn type format and is available to schedule as needed.

Line of Business (LOB) Application Support Overview / FAQ

Patch and upgrade management

We typically perform all LOB patch and upgrade management in conjunction with the software vendor.

First call support on applications

We do not function as LOB software experts and are usually not called for support on the applications. The calls our service desk receives are when the application is not available or not running.

Infrastructure support

We provide all infrastructure support for LOB applications. We maintain the servers, storage space, backups, etc…

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Security and Environment Protection / FAQ

Virus protection

Virus protection is centrally managed from the server and pushed out to the workstations. Licensing and management is monitored 24x7.

Spyware protection

Spyware scans are performed weekly and spyware/adware files are removed at that time.

Firewalls

Firewalls are administered, managed and monitored 24x7.

How you identify and address security violations or intrusions

The firewall is monitored 24x7. Network availability is monitored 24x7.

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The schedule and type of backups you can provide

The type of backups are "bare metal restore" capable. The backups are stored locally on the backup server as well as remotely at the redundant data centers.

Due to the nature of the bare metal restore, we are able to restore servers and perform server upgrades very efficiently.

The Versent Vault, in addition to providing a backup of the data, provides a backup of server operating systems. In the event of a failure of a production server that we backup, the Versent Vault can run a virtualized copy of the production server. We guarantee that a failed server will be back up and running within 4 business hours.

The restore process to include customer expectations on restore timeframes

Individual files (Word, Excel documents, etc...) can typically be restored within two hours. Full system restores can be performed within 8 business hours.

The process in place to test recovery capabilities

The backup server (VersentVault) can be used to test restores whenever necessary but typically on an annual basis. The use of this server permits the testing without impacting the production environment.

Remote backups for servers located at our sites

As mentioned above, the backups are pushed remotely to two redundant data centers (one on each coast). The VersentVault is physically located next to the server or servers it is backing up.

Archival process in place

The archival process typically allows for 30 days of retention. A greater archival time can be provided if necessary. Due to the backups being performed every hour, files can be restored on an hour by hour basis from the on-site backups.

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Additional Services Overview / FAQ

- Cell Phone Support on demand as needed, pricing is T&M
- PDA Phone Support (BlackBerry, Windows Mobile, GoodLink, I-Phone, Treo, etc…)
    - On demand, as needed
    - All setup and synching of mail and calendars
    - Pricing is T&M for support and fixed fee for any hosting services
- Web site hosting, pricing is fixed fee, based on the complexity and size of the site.
- Email filtering (VersentFilter), pricing is included in the fixed fee monthly support
- Hosted Exchange
    - Unlimited Mailbox size
- Virtual CIO
    - Pricing is included in the fixed fee monthly support.
    - Serves as an advisor during annual strategic planning sessions and when setting budgets for the upcoming year.
    - Provide periodic advice on best practices within the industry that could reduce costs and increase efficiencies.

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KCJIS Encryption Questionnaire

For Internal Use Only ORIs Using this Encryption
_____
_____
_____
_____

Policy requires encryption of KCJIS-sensitive information using an cryptographic module that has been certified by the National Institute of Standards and Technology (NIST) to be compliant with FIPS 140-2 encryption standard. Please answer the following questions pertaining to encryption delivered through your product.

Is the encryption performed using hardware of software? ☐ Hardware ☑ Software

Software-based Encryption

1. Name of the application program that is delivering the encryption SecureZip
2. Name of the vendor who is providing the application which delivers the encryption Pkware
3. Components associated with the application: ☐ Server Component ☑ Client Component ☐ Other _____ (check all that apply)
4. Name of the NIST-certified cryptography module that actually performs the encryption RSAENH(Windows7)
5. Version number of the NIST-certified cryptography module that actually performs the encryption 6.1.7600.16385

Hardware-based Encryption

6. Name of the hardware device that is delivering the encryption _____
7. Name of the vendor who is providing the hardware device that delivers the encryption _____
8. Name of the NIST-certified cryptography module that actually performs the encryption _____
9. Version or model number of the NIST-certified cryptography module that actually performs the encryption _____

Implementation Information for both Hardware and Software

10. NIST Certificate Number certifying FIPS 140-2 compliance assigned to the module that provides the cryptography 1330
    Specific Encryption Algorithm Used for Implementation aes|3des Number of bits of Encryption Key to be used 128-256Bit
11. Are there any other products (hardware or software), such as operating systems, additional software, smart cards, adapter, expansion boards, etc. that are required in conjunction with the application in order to provide a certified level of encryption?
    ☑ NO ☐ YES, specify _____
12. Operating System and version used for implementation:
    Server component _____ Client component Windows7 64Bit

If the above Certification Number applies to an embedded cryptographic module only, and not the entire product that is being delivered, I, the vendor, who is the supplier of the above application program or hardware device, do affirm that the embedded cryptographic module (1) has in no way been altered from the certified product as it came from the manufacturer, (2) has been implemented according to the manufacturer's instructions, and (3) has no additional cryptography added to it. I further certify that if the version of the operating system listed above is different than the operating system on which the certification is based, the validation status is maintained on the new operating system.

Vendor Providing the Application Program or hardware device

Name Versent Group LLC

Address 1701 WALNUT, #300 KANSAS CITY, MO 64108

Authorized Agent: _____ (Signature)

Authorized Agent's Title: MANAGING MEMBER

Authorized Agent: Jim Schram (Printed Name)

Date: 1/26/11

Please return to: Kansas Highway Patrol CJIS Unit
FAX: 785-296-0958

VERSENTCHECK PLATINUM SERVICE AGREEMENT

THIS VERSENTCHECK PLATINUM SERVICE AGREEMENT (the "Agreement") is by and between City of Basehor (herein after called "Client") located at 2620 N. 155th St., Basehor, KS 66007 and Versent Group, L.L.C. (dba "The Purple Guys"), located at 1701 Walnut Street, Suite 300, Kansas City, MO 64108.

Effective Date: _____

1. DESCRIPTION OF SERVICES.

Standard Platinum Services. The Purple Guys shall provide Client with technology support services (the "Services") as described in Exhibit A attached hereto and incorporated herein by this reference. Except as set forth herein, the Services and rates described in Exhibit A may be amended from time to time by written consent of both parties to this Agreement.

Additional Services. Client may, at any time and from time to time during the term of this Agreement, request additional services or the parties may agree that it is necessary to change the scope of the Services (collectively, the "Additional Services"). The Additional Services shall be provided at the hourly rates described below and have payment terms of net 15.

2. PAYMENT. The Purple Guys' technology services shall be provided according to the rates set forth in this Section 2 which may be changed pursuant to the terms of this Agreement or upon the agreement of the parties.

Service Fee. Client shall pay to The Purple Guys a monthly service fee in exchange for the Services. The monthly Service Fee is $3,000, is due on the first day of each month for which the Service is to be provided. Client agrees to pay the Service Fee via ☐Check or ☐Auto Bank Draft.

Change to Service Fee Rates. The Service Fee shall remain the same for one year from the Effective Date but shall be adjusted if the scope of the Services changes. A change in scope shall occur (i) if there is a material change to the technical infrastructure in place as compared to the infrastructure contemplated by this Agreement on the Effective Date; or (ii) any other material change to the Services as contemplated by the parties on the Effective Date. The change to the Service Fee shall apply from the date in the change in Service.

Hourly Rates for Additional Services. Client shall pay to The Purple Guys an hourly rate for all the Additional Services. These rates apply to hours used outside of the Service Fee and are subject to change one year after the Effective Date. Additional Services will be billed at the end of each month with NET 15 terms.
$115 – Remote support outside of retainer (8am–5pm, M-F)
$125 – On-site support, a $50/trip charge and a one hour minimum will apply for all on-site support
1.5X – Evening, weekend (6pm-8am M-F, Sat/Sun)
3X – Holiday (The Purple Guys Holidays)

Deposit. Client agrees to pay a N/A deposit (the "Deposit") to The Purple Guys on the Effective Date. N/A of the Deposit will be applied to the Service Fee in the N/A months following the Effective Date.

Termination Fee – N/A. Client agrees to pay to The Purple Guys a termination fee in the amount of the Deposit upon cancellation of the Services by the Client within the first six (6) months from the Effective Date. Client acknowledges and agrees that the termination fee is meant to compensate The Purple Guys for its substantial upfront work under this Agreement and that the termination fee is not intended by The Purple Guys to be punitive. Client agrees that The Purple Guys shall keep the Deposit as a termination fee payment.

Setup & On-Boarding Fee. The Purple Guys shall provide setup and on-boarding services:
☐ At time and materials rates applying the hourly rates described in this Section 2,
☒ On a fixed fee basis of $0.00.

Additional Expenses. In addition, any reasonable business expenses incurred by The Purple Guys related to purchasing products for Client and/or travel expenses, including but not limited to transportation, meals and lodging for site visits shall be considered an additional expense and shall be reimbursed on a dollar-for-dollar basis in addition to the fees stated above.

3. DISPUTED INVOICES; FAILURE TO PAY; COLLECTION COSTS.

Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid pursuant to the terms set forth herein or in a Statement of Work. Client agrees to act in good faith in contesting an invoice. If Client contests an invoice and the issue is not resolved by the applicable personal, a management representative from Client and The Purple Guys with decision-making authority shall meet within 14 business days to resolve the disputed invoice. Client shall have 5 business days to pay The Purple Guys for any contested amounts that are resolved in favor of The Purple Guys. The Purple Guys shall delete any contested amounts that are resolved in favor of Client and provide Client with a revised invoice (or statement of account) within 5 business days after resolution.

Failure to Pay. If Client fails to pay an invoice within thirty (30) days after its due date, interest will accrue on the unpaid balance at the rate of fifteen (15) percent (or the highest legal rate allowed under Kansas law) per annum, whichever is greater. No interest shall accrue on the portion of any invoice that is contested in good faith until the issue is resolved and the time for paying The Purple Guys has passed

Collection Costs. Client shall be liable for and shall pay and/or reimburse The Purple Guys for all legal and collection fees, including attorney's fees, charged in collecting unpaid fees.

4. RESPONSIBILITIES OF CLIENT.

A. Client must provide The Purple Guys with full access to all areas of the facility necessary to complete the Services in a timely manner, including, but not limited to, physical spaces, passwords, keys and codes.
B. Client will provide to The Purple Guys all documentation related to Client's ownership of or third-party license agreements for software, hardware or equipment. The Purple Guys will maintain these records and will make quarterly checks to determine whether or not Client is in compliance with all third-party license agreements; *provided that*, (i) The Purple Guys shall not be held liable for failure to find any noncompliance with third-party license agreements and (ii) Client shall indemnify The Purple Guys against any such liability. The Purple Guys will not install, support or troubleshoot unlicensed software, hardware or equipment not owned or licensed by Client.
C. Client will be responsible for maintaining appropriate hardware maintenance contracts and the replacement cost on hardware owned by Client.
D. Client must provide a suitable work environment for The Purple Guys for any on-site services required, including desk space, access to a telephone and parking.
E. For purposes of this Section 4, any subcontractor or agent of The Purple Guys shall be treated as a The Purple Guys employee.
F. Client shall use any equipment provided by The Purple Guys in connection with the Services in accordance with its documentation, which documentation shall be provided by The Purple Guys.
G. Client shall maintain and appropriate environment for The Purple Guys equipment.

5. TERMINATION; EFFECT OF TERMINATION

Terminations: This Agreement may be terminated (i) by either party with 30 days written notice; or (ii) or by The Purple Guys with 10 days written notice for a material breach of this Agreement, including a failure to pay. The Purple Guys shall have no further liability or obligation to Client as a result of the termination described in this Section 5.

Effect of Termination:

A. Client shall pay to The Purple Guys all outstanding amounts due and owing to The Purple Guys through the date of termination under this Agreement.
B. Client and The Purple Guys shall resolve and pay any amounts under disputed invoices.
C. Client shall surrender The Purple Guys equipment to The Purple Guys.

6. NON-SOLICITATION. During the term of this Agreement and for a period of one (1) year following the termination of this Agreement, Client shall not, directly or indirectly: (1) hire, solicit, or encourage any employee, independent contractor, or subcontractor of The Purple Guys to leave The Purple Guys' employment or contractual engagement, or (2) hire any such employee, independent contractor, or subcontractor, whether directly or indirectly, who has left The Purple Guys' employment or contractual engagement within one year.

7. INDEMNIFICATION.

To the fullest extent permitted by law, Client shall indemnify and hold harmless The Purple Guys, The Purple Guys' officers, directors, members, partners, employees and agents from and against any and all costs, losses and damages (including but not limited to all fees and charges of attorneys, and other professionals and all court, arbitration or other dispute resolution costs) caused by the willful misconduct or negligent acts or omissions of Client or Client's officers, directors, partners, employees with respect to this Agreement and the services provided hereunder.

To the fullest extent permitted by law, The Purple Guys' total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused in part by the negligence of The Purple Guys and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that The Purple Guys' negligence bears to the total negligence of Client, The Purple Guys, and all other negligent entities and individuals, and under no circumstances shall The Purple Guys' liability exceed the total amount of fees paid by Client to The Purple Guys.

8. REMEDIES. Notwithstanding any termination in accordance with the foregoing, either party shall have, and hereby reserve all the rights and remedies that it has or which are granted to it by operation of law, for damages or breach of this Agreement on the part of the other party. In the event the Client breaches, or threatens to breach any of the covenants expressed herein, the damages to The Purple Guys will be great and irreparable and difficult to ascertain; therefore, The Purple Guys may apply to a court of competent jurisdiction for injunctive or other equitable relief to restrain such breach or threat of breach, without disentitling The Purple Guys from any other relief in either law or equity.

9. CHOICE OF LAW AND VENUE. This Agreement shall be deemed made in Kansas City, Missouri. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and each party hereby irrevocably submits to venue and personal jurisdiction in the State court for Jackson County, Missouri, or the Federal Court in Kansas City, Missouri in any action or proceeding arising out of, or relating to, this Agreement and its enforcement, and agrees that all claims in respect of any such action or proceeding may be heard and determined in either such court. The parties hereby irrevocably consent to the service of any summons or complaint, and any other process that may be served in such actions brought in said courts by the mailing by certified or registered mail, of copies of such process to the party to be served at their address as set forth in the Execution section of this Agreement, or by personal service by any adult or as may be directed by the Court in which such proceedings were filed. The parties hereby irrevocably waive any objection on the ground that any such action or proceeding in either of such Courts has been brought in an inconvenient forum.

10. NOTICES. All notices and demands or other communications, which may be, or are required to be, given hereunder, or with respect hereto, and which are required by the terms of this Agreement to be in writing, shall be given either by personal delivery or by mail, telecopy, facsimile transmission, or other similar delivery system, and shall be deemed to have been delivered when deposited in the mail, first class postage prepaid, or when delivered to the telecopying device or company, charges prepaid, addressed to the respective party at its address noted in the Execution section to this Agreement or to such other addresses as the parties may from time-to-time designate, by written notice, to the other party.

11. SEVERABILITY. Every provision of this Agreement is intended to be severable. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, county code, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

12. WAIVER OF DEFAULT. Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is amended.

13. FORCE MAJEURE. Performance under this Agreement is subject to interruption and delay due to causes beyond the parties' reasonable control, such as acts of God, acts of any government, war or other hostility, including acts of terrorism, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

14. ASSIGNMENT. This Agreement may be assigned by The Purple Guys without the consent of Client.

15. MISCELLANEOUS. This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement. Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and vice versa. Nothing contained herein shall create a contractual relationship with, or any other rights in favor of, any third party. This Agreement embodies the entire understanding between the parties with respect to the subject matter of this Agreement, and except as otherwise provided herein, supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter of this Agreement. This Agreement is the joint work product of the parties, and in the event of any ambiguity herein, no inference or construction shall be drawn against a party by reason of document preparation. This Agreement may be executed in counterparts which when taken together will be recognized as a complete original document. The parties intend that faxed signatures constitute original signatures and that a faxed agreement containing the signatures (original or faxed) of all the parties is binding on the parties. All express representations, nonsolicitation clauses, indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

The Purple Guys

By:_____

_____
[Printed Name]

_____
[Title]

_____
[Date]

1701 Walnut Street, Suite 300
Kansas City, Missouri 64108
Telephone # 816.221.3900
Facsimile # 816.221.3910

Client: City of Basehor

By:_____

_____
[Printed Name]

_____
[Title]

_____
[Date]

2620 N. 155th St.
Basehor, KS 66007
Tel: 913.724.1370
Fax: 913.724.3388

ThePurpleGuys a versent company

VersentCheck Platinum Exhibit A

Unlimited Service Desk

Support

Unlimited Phone and On-site Support *

Virtual CIO

Support & Planning

Unlimited Purchasing Support

Project Research & Proposals

Vendor Liaison

Annual Technology Plans

Core Network (Servers + Firewall)

Support

Server Monitoring 24x7

- Availability
- Applications
- Processor Utilization
- Drive Space
- Memory Utilization
- Disk Utilization
- Event Log

Exchange/Email Monitoring and Management

Hardware and Software Audit

Workgroup Printer Monitoring

Backup Monitoring

Maintenance

Microsoft Patch Management

Log File Maintenance

Printer Setting Management

Security

User Account Administration

File Sharing Permission Administration

Security Administration

Virus Definitions Monitoring

Firewall Monitoring

Firewall Management

Emergency Response Pager

Extended Support Hours 24x7x365 15 minute response

Ability to utilize After Hours Emergency Support Pager 24x7x365, 15 minute response

* Regular Support hours: Monday – Friday, 8am – 5pm, excluding The Purple Guys holidays

Additional Service Desk and Hosted services will result in an increased monthly fee. The fee is effective during the month in which the addition occurred. The services required to add any new items (PCs, Servers, etc...) into the network will be billed outside of the retainer.

Accepted By:_____

Printed:_____

Date:_____

PCs & Laptop

Support

PC/Laptop Monitoring

- Availability
- Hard Drive
- Free Disk Space

Microsoft Application Support

VPN Client Management

Maintenance

Hardware and Software Audit

Desktop Optimization & Management

Security

Software Patch Management

Antivirus Software Monitoring and Management

Spyware and Adware Removal

Anti-SPAM

VersentFilter – Anti-SPAM

VersentFilter Anti-SPAM filter per user

Data Backup & Disaster Recovery

VersentVault - Tapeless Backup & DR Solution

Tapeless Backup
On-site storage device: 2 TB of storage

Business Continuity
Server Restoration w/in 4 business hours

Disaster Recovery
Remote Data Backup (Includes first 300GB, $2.00/Gig/mth over)

Costs/Details

Item	#/Y/N	$
Service Desk	30	included
Virtual CIO	Y	included
Core Network	Y	included
PCs & Laptops	Y	included
Anti-SPAM	Y	included
Anti-Virus	Y	included
Data/Server Backup	Y	included
Additional Servers	Y	included
Hosted Exchange	30	included
Hosted Blackberry	10	included
	Subtotal	$4100
	Discount	($1100)
	Monthly Total*	$3000

Hourly Rates

Remote Support	$115
On-site support	$125
Evening, Weekend	1.5X
Holidays	3X

Additional Service Desk Support	$75/user/mth

Link-Lite Networking, Inc.
P.O. Box 860468
Shawnee, KS 66286-0468
(913) 788-4100

Quotation

Description	Qty	Unit Price	Total Price
Initial network review including inventory of all devices and recommendations. Setup of hosted Exchange, Anti-virus deployment, Network and server monitoring software, Setup Backup Solution and Network security audit. (Appox. 40hrs of time to complete)	1	$4,000.00	$4,000.00
24x7x365 Network and Server Monitoring Provide remote support for servers and desktops Mon thru Fri 8-5pm with 24x7x365 Emergency support.			
Monitor maintenance renewals and licensing contracts. Provide 4 hours a month of onsite support and maintenance.			
Monitor and maintain backups onsite and remotely as well as for Disaster Recovery.			
Administrate users and priveleges as well as password management.			
Monitor and maintain network firewall to federal law enforcement standards.			
Provide and monitor Anti-virus software including updates.			
Provide a hosted Exchange solution including spam and virus filtering with Blackberry and Mobile phone support.			
Monthly Maintenance: Update server and workstations including OS patches, firmware, and anti-virus software. Review logs and check for any issues. Update all network equipment including routers, switches and firewalls and check for any issues. Troubleshoot any known issues reported by customer.			
Quarterly Maintenance: Review and update list of all users and network equipment.			
Monthly Support Fee	12	$1,300.00	$15,600.00
Subtotal			**$19,600.00**
Tax			$0.00
Total			**$19,600.00**

Carstar
Scott Speckman
Scott_speckman@carstar.com
913-451-1294

Pride Cleaners
Gene Sobbe
gsobbe@pridecleaners.com
816-442-8555

City of Tonganoxie
Kathy Bard
cityclerk@tongie.org
913-845-2620

Excel Linen
Dominic Brancato
dominic@excellinen.com
816-842-6565

Carestaf
Dennis Brown
dbrown@carestaf.com
913-498-2888

KelCon Technologies, Inc.
"Your Partners in Technology."

Microsoft
CERTIFIED
Partner

February 18, 2011

City of Basehor
Attention: Mark Loughry, CPM
2620 N. 155th St.
Basehor, KS 66007

Dear Mark,
Thank you for the opportunity to participate in your information technology support services request for proposal. As a provider of information technology needs for over 11 years KelCon Technologies feels confident we can offer you affordable solutions and leading edge technology.

KelCon Technologies' philosophy has always been to work with organizations that have 5-50 users and provide them with the technology to compete with the organizations that have unlimited resources by comparison. Even a city is competing with other cities for sales revenue. KelCon Technologies also wants to make our clients self sufficient where ever possible. We never want you to feel that you are "held hostage" by your IT partner. Our website can also provide additional information about our organizational strategies. The website is www.kelcontech.com .

Please accept our attached proposal for your review. We appreciate your consideration. Feel free to contact me with any questions or clarifications. Thank you.

Sincerely,

Shawn Swift
KelCon Technologies
5427 Johnson Drive, #170
Mission, KS 66205
sswift@kelcontech.com
913-208-4546

This proposal will address the City of Basehor's entire request for information technology needs as outlined by the City. The length of the contract will include monthly fees, hourly rates and startup fees in and outside the scope. The length of this contract will be for four (4) months of initial service with the ability to automatically extend the agreement for successive one year periods unless 30 days notice is given by either party of the intent to cancel or renegotiate any portion of the agreement.

The following are services that will be delivered by KelCon and their cost.

- Initial network review and inventory of all attached devices as well as licensing review and recommendations. After review make detailed recommendations for implementing best practices with a semi-annual review. Initial review and recommendations will take 10 hours at a cost of $900.00. Semi-Annual reviews will be included in ongoing service. It would be the goal of KelCon to provide a technology plan for implementation of new servers, workstations, operating systems and software that would allow for budgeting as well as congruency though out the network.
- An assigned support manager to oversee the implementation process, to be the main contact for any ongoing issues, and to conduct regular briefings and reviews with an assigned City staff member. Conduct regularly scheduled reviews of City needs including recommendations for new technologies or replacement of failing systems. Shawn Swift would be assigned to this task as those are her current duties with all of her clients.
- Provide 24 X 7 X 365 network monitoring with immediate notification of key issues if requested. Network monitoring would be provided by a tool called GFI. The software has a cost of $1,000.00 plus one hour installation at $90.00 per hour. Once this software is configured, key personnel at KelCon, and if requested at the City, would be notified of any abnormalities on the network. The product would be owned by the City and could be used by any IT professional. KelCon does not charge a monthly fee for this service as it is our commitment to our clients to provide this level of support.
- Online reporting of all system events and service tickets Email confirmation of all service requests. KelCon will provide this with a web based tool for your convenience.
- Monitor warranties and notification of upcoming renewal dates. KelCon provides this service to our existing clients at no additional charge. We even provide notification of domain renewals.
- Review and recommendation of all I.T. related purchases. KelCon can provide equipment, or review and make recommendations. KelCon will also contact software vendors to insure that the equipment you need for that application is met.
- Monday - Friday 8:OOam to 5:OOpm service desk with remote desktop and server control with notification via phone or email. Availability of 24 X 7 X 365 emergency support. KelCon currently provides this for all of our clients.
- At least four hours of onsite support per month included in base rate. Four hours of on site or remote support would be provided per month at $360.00 per month.

Additional hours would be $90.00 per hour with an on site minimum of 1 hour. Remote support is billed in 15 minute increments at the same rate. One way travel time would be included to each on site visit.

- Monitor, verify and maintain daily and other periodic backups both onsite and remotely for disaster recovery as well as resolve any backup related issues. KelCon would provide this by installing 6-1 TB USB drives which would be rotated daily with one to be taken off site weekly as well as full off site backups to be done by a KelCon partner. The cost for the drives would be $110.00 each with a setup time of 4 hours. These drives would be owned by the City and could be used by any technology provider. The cost of the off site back up per month for 300 GB of data is $290.00. This price would be valid for up to 250 GB of data per server. Back up changes would be made by KelCon as needed and as part of the ongoing support.
- Add and remove users and assign appropriate privileges. Also, reset passwords as required. KelCon would provide as needed as part of the monthly support. Any overages would be billed at $90.00 per hour.
- Monitor and support City firewall to meet state and federal law enforcement requirements. KelCon would provide as needed as part of the monthly support. Any overages would be billed at $90.00 per hour.
- Provide and monitor anti-virus software to ensure all updates are current. KelCon would provide as needed as part of the monthly support. Any overages would be billed at $90.00 per hour.
- An additional request for a wireless network was made at our meeting with the City. The wireless router cost would be $49.00 for the hardware and two hours of labor for setup at $90.00 per hour.
- Provide hosted exchange services to include sharing, remote access, virus scanning, Spam filtering, and recovery services. Currently, the City is using AppRiver for these functions. We would suggest that relationship continue. We have confirmed there will be no additional set up fees for the transfer of services currently provided by AppRiver. Notification of the current provider would need to be communicated. We have provided pricing from App River below for budgeting purposes. Our calculation for 23 mailboxes and 5 Blackberry's would be $347.60 per month.

23 Exchange 2007 <http://www.appriver.com/exchange/> Users @

$12.95 Each Per Month ($50 minimum + $0 setup fee)

* 0 Resource Boxes @ $5.95 Each Per Month

* Public Folder Storage @ $9.95 GB Per Month (first 1GB

Included)

* Unlimited <http://www.appriver.com/exchange/mailbox.asp>

Mailbox Storage Included

* SecureTide <http://www.appriver.com/exchange/protection.asp>

(tm) (anti-spam, anti-virus, compliance tools) Included

* Exchange Management web-Console Included

* Outlook Web Access, Outlook 2007 & Entourage 2008 mail client licenses Included

* 100% Availability (Tier-4, SAS70 Level 2 audited Datacenters; 99.99% Exchange SLA) Included

* Global WAN Optimization <http://www.appriver.com/exchange/akamai.asp> - Akamai's 37,000 Server Worldwide Private Network - Enhanced Speed & Connectivity Included

Mobility Synchronization

* 5 BES - Blackberry Enterprise Server <http://www.appriver.com/exchange/mobile.asp> (use with RIM OS) @ $9.95 Each Per Month

* ActiveSync w/ DirectPush <http://www.appriver.com/exchange/mobile.asp> SSL (use with Windows Mobile OS & iPhone) Included

eDiscovery & Compliance Archive

* 0 Envelope Journaled Users @ $1.00 Each Per Month (Actual archiving fees paid to the archive vendor of your choice. We recommend and support www.globalrelay.com <http://www.globalrelay.com/>)

Email Encryption

* 0 SecureMail <http://www.appriver.com/securemail/default.asp> (tm) Users @ $5.95 Each Per Month ($25 minimum + $25 setup fee)

Monthly

- Regular server maintenance including firmware, OS and mission critical software patches and updates. Review of event logs and follow up of any issues. Review of automated anti-virus and spyware updates on a daily basis. KelCon would provide as needed as part of the monthly support. Any overages would be billed at $90.00 per hour.
- Firewall, switch and router maintenance including firmware and OS updates. Review of event logs and follow up of any issues. KelCon would provide as needed as part of the monthly support. Any overages would be billed at $90.00 per hour.
- Review critical updates and patches for desktop/laptop computers attached to the network. KelCon would provide as needed as part of the monthly support. Any overages would be billed at $90.00 per hour.

Quarterly

- Review and update inventory of all network attached equipment. KelCon would provide as needed as part of the monthly support. Any overages would be billed at $90.00 per hour.
- Review and provide a list of all active users to be assigned City staff member. KelCon would provide as needed as part of the monthly support. Any overages would be billed at $90.00 per hour.

References

- City of Atchison - Mandy Calby
  913-367-5500
  mandyc@cityofatchison.com

  City of Atchison Fire Department - Chief Mike McDermed
  913-367-5500
  mikem@cityofatchison.com

- People to People International - Rosanne Rosen
  816-531-4701
  communications@ptpi.org

- Al J Mueller Construction - Meri Markt
  816-233-3209
  mmarkt@aljmueller.com

- Specialty Medical Systems - Mary Hall
  816-472-4500
  m.hall@spmedsys.com

KelCon would like to provide a summary of initial costs as well as monthly expenses as outlined in this proposal for ease of comparison.

Initial Expenses include:	
Network review and documentation	$ 900.00
Monitoring software	$1,090.00
USB drive Back up solution and off site setup	$1,020.00
Wireless Network	$ 229.00
Total	**$3,239.00**

Monthly Expenses include:	
4 hours on site support	$ 360.00
BackupMyBusiness off site backup	$ 290.00
AppRiver Email and Blackberry services	$ 347.60
Total	**$ 997.60**

This proposal is provided by KelCon Technologies and makes the assumption that the City of Basehor is not experiencing existing network, software or hardware problems not disclosed in the proposal. Problems discovered during our initial evaluation would have to be addressed as a separate issue and billed at our normal hourly rate to repair. While pricing is normally provided for 30 days, we will honor this pricing for 60 days as 30 days notice and a transition period may be required.

Proposal

To

City of Basehor

For

2011 Technology Services

Submitted by

JNJTECH.NET
We're IT!

520 N 7th
Leavenworth, KS 66048

913.680.1595

- Proprietary and Confidential -

Mark Loughry
City Administrator
Basehor Ks

Mr. Loughry,

I wanted to thank you for the opportunity to meet with you and your staff. It is obvious that the City of Basehor is growing and establishing itself as an impact city in the northeastern part of the State. It is our belief that through a partnership as your IT Company you can attain your goals and maintain your focus feeling confident that your IT needs are being met and issues are resolved.

Network Evaluation:

JNJTech.net can meet and maintain the IT needs of City of Basehor. The goal is to understand the needs of the business respond to IT issues and become a technology partner and resource. The following will outline our understanding of the current network scheme.

- The current network consists of 20 computers.
- The computers are connected in a Domain.
- The office uses Fund Balance for software management.
- Data is backed up via USB drives and offsite via a proprietary device.
- There are currently 2 servers in use.
- The internet connectivity is done through Sunflower Broadband.
- Currently Exchange is hosted offsite.
- There are some network printers in use.
- There is a series of access points, switched and firewalls in use.
- No technology plan is in use or has been developed at this time.

Potential Issues

A Technology plan must be developed and implemented. Disaster recovery plan must be developed and incorporated into the technology plan.

Support

J&J can continue to provide network administration and issue resolution at a reduced rate. J&J can be onsite as needed and provide phone support as needed. J&J typically has a response time of 2-4 hours. J&J is available on evenings and weekends as needed. J&J will be available for consulting and research and can review business processes. The goal is to optimize the business processes through technology upgrades. J&J will address network scans and virus scans on a monthly basis. J&J has tailored a solution that we believe will help you meet your IT needs and help you budget future IT needs.

Technology Recommendation

- Develop Technology plan- the most effective use of funds is to build a plan and always work towards that goal.

- Develop Technology rotation: part of the technology plan will include a yearly budget for replacement systems. Systems should be replaced prior to systems breaking down when possible to reduce downtime.

- Phone system replacement: It is imperative that citizens are able to contact the city when needed. The current phone system needs to be replaced as it is nearing the end of its life.

Proposal

JNJtech can tailor a support proposal that meets the need of your IT budget and allows you plan for IT support costs. 1 year consulting agreement- $600.00 a month or $7000.00 a year andincludes the following:

.

- Workstation support- maintenance of individual workstations to include ad ware and spy ware removal, network stability, hardware and software support and upgrades. Workstations can be added and setup on the network.
- Development of a long term technology plan, to ensure that dollars are maximized and ROI (return on investment) is increased.
- Training- needed training can be conducted for current software.
- Backup solution- local backups will be maintained and solutions will be monitored on a regular basis. If a backup needs to be restored we will be available to implement.
- Network Security- we will ensure that viruses are eradicated and the network is monitored for Hackers or intruders.
- We will be onsite on a regular basis to ensure all issues are addressed and will be available to respond as needed.
- Maintain the 2 Servers.
- Maintain Offsite Backups and restore them as needed.
- Available for consulting on all technology issues at anytime.
- Support Microsoft exchange hosting and mobility platform.

A second option rather than part time IT:

- Hybrid monthly $300/ monthly or $3300 for 1yr: JNJTech would provide 5 hrs. of onsite monthly service, backup monitoring and systems monitoring. Any hours beyond the initial 5 would be billed at $89/hr.
- Hourly support: JNJtech will bill only for services rendered at our hourly rate of $89/hr.

- Phone system support is always outside of any proposal and billed at $105.00 per hour.

Monthly or hybrid agreements do not include the following and will be billed hourly.

- Server upgrades
- Software management upgrades
- Media projects
- New sites installation
- Moving equipment to new sites

Telephone System Proposal

Current Telephone Issues

The existing Meridian phone system has been manufacturer discontinued for a number of years. Replacement parts would be limited to used or refurbished pieces if they were able to be obtained at all. As such, if your system would be put out of service for any reason, you could be without phones for an extended time while attempting to locate parts or install a new system.

Solutions

We propose installing an NEC digital telephone switch and replacing the existing Meridian system. This system has been named "Best in Class" and is manufactured by a company with over 100 years of technological innovation experience. The system will have an integrated voicemail and is capable of being an auto attendant, and providing messages on hold should you desire. These are very useful to tell callers about upcoming events or new services in the city.

There will be included 16 premium NEC 34 button extensions (other phone styles available) with built in speaker phones and caller ID. They are backlit and adjustable for easy viewing and are user customizable to make your job easier. The proposed system will initially be configured for up to 8 telephone lines and 16 digital extensions. It can be readily expanded up to 64 telephone lines and 96 digital extensions. It can also accommodate up to 32 off premise VoIP phones that would allow extensions to be placed in outlying city offices, that would have access to all the features of the in house phones at a huge cost savings. It has caller ID, an integrated voicemail system, and over 100 standard features that are easy to learn and use. This system should be able to meet your needs for many years to come.

In addition to being the top of the line digital system, it also can act as a hybrid and use VoIP and SIP trunks. This can potentially save you on monthly phone bills, but still provide the rock solid reliability of standard POTS lines.

Implementation

Should you accept this proposal, a new system can be installed within 7 to 10 working days from placement of order. Installation will be coordinated in a manner to minimize downtime and inconvenience to the customer.

JNJTECH will provide all hardware, programming and cross connect wiring to connect the new system to the customers' existing wiring, and for customizing the software to your needs. We will also maintain offsite backups of your programming so that in case of disaster, a new system could be up and running very quickly. JNJTECH attempts to maintain a stock of backup hardware and parts should the need arise.

In addition we would install a secondary telephone line surge suppression system to protect both the customer and the equipment, and a battery backup UPS to keep the system up and running during power failures.

Training for users will be provided and a one year parts and labor warranty will be included on the original equipment and installation.

The city of Basehor will need to furnish the electrical power (preferably with a dedicated electrical outlet), backboard for mounting and a proper ground in the location of the telephone service unit. Prices quoted herein are assuming use of existing customer wiring. New additions would be made on a time and material basis.

Pricing

System as specified above would be $5,116 installed. If accepted with the monthly computer maintenance proposal, we will deduct *$1,000* from this price. At time of acceptance, a 50% down payment will be required. The remaining 50% (+ tax) will be due at the time of completion.

We have installed this system in numerous locations throughout the area including the Consolidated Rural Water District #1 office, and will gladly provide references upon request. You are also welcome to come see the system in operation at our office.

About J&J

Founded in the year 2000 we have collectively over 24 years of experience with computers and technology. From implementing multi-million dollar ERP systems to basic PC troubleshooting J&J provides exceptional technology services at reasonable prices. We are insured and all of our technicians maintain industry standard certifications.

In addition to providing on-site support for most Local Area Networks (LANs) and Wireless Networks, our computer technicians are trained to offer advice on system specifications to fit your needs. From determining optimum system configurations to physically setting up your computer or network, we handle the entire process.

In our role as your Business and Technology Consultant we not only provide hardware,

software, and peripheral support, but process optimization as well. We will examine your system processes and help design or implement efficiencies to optimize the use of your technology solutions.

Thank you for considering making J&J part of your IT solution.
References available upon request

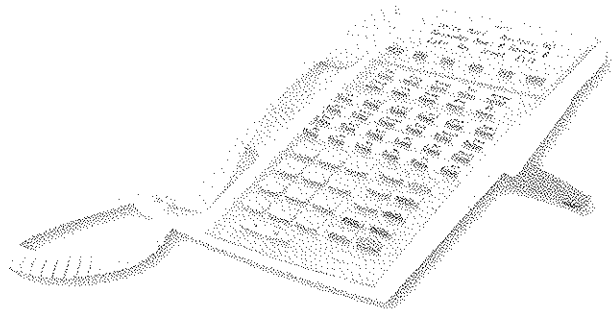
Joe Wilson
Senior Partner
JNJTech.net
Leavenworth, KS 66048
913.680-1595

DSX BUSINESS

INTRODUCING DSX VoIP

NEC

DSX



Sophistication Simplified

Innovative NEC takes the lead with state-of-the-art innovations sure to make your business communications more efficient, profitable, and enjoyable. The DSX telephone superior styling is an attractive addition to any work environment. All models feature a built-in speakerphone, two-position angle adjustment, and built-in wall mounting. Enhanced models also offer a backlit display and illuminated dial pad.

Innovations don't stop with the DSX telephones. Right out of the box, the system has a built-in Automated Attendant which can answer incoming calls, play a greeting, and allow callers to dial extensions and departments directly without operator assistance or additional equipment. Also built-in is the ability to record a custom message for callers on hold.

DSX is sized right – from the economical DSX-40 to the DSX-80/160. To maintain the value of your investment, all DSX-80 cards can be migrated to the DSX-160. Even when growing from the DSX-40, your investment in IntraMail, programming, telephones, and other station equipment is retained.

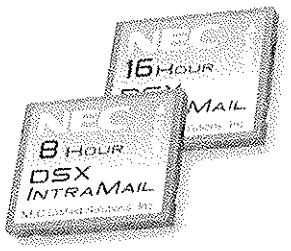
Affordable and Reliable NEC designed the DSX with affordability and scalability in mind. Since DSX is simple to install and easy to use, the expenses of configuration, programming, and post-installation training are minimized. Over a decade of intense feature development ensures that the core DSX call processing features are mature, efficient, and reliable – yet intuitive and easy to use.

Now with VoIP Install DSX IP keysets on-premise in a managed network or off-site in a remote office. Choose between two types of DSX IP extensions: the 34-Button Backlit Display and the 34-Button Backlit Super Display. These feature-rich IP keysets offer the same features as their digital counterparts, have Full Duplex speakerphones, and are quick to set up in an IP environment. Compliant third-party SIP phones, soft phones, and Analog Telephone Adapters (ATAs) are also supported.

Put IntraMail and IntraMail Pro to Work for You

IntraMail The ability to add voice mail is built into the system and only requires a compact flash card to activate. IntraMail is a full-featured Voice Mail Auto Attendant system that will greet and transfer incoming callers and record voice mail messages. With built-in voice prompt guidance in English, Spanish, and French, IntraMail is a great fit in multilingual environments. From 2 to 8 voice mail ports are available and easily upgraded through licensing.

Some of the advanced features of IntraMail include:



Message Center – Notify groups of extensions of important messages with visual indication using a message center key.

Directory Dialing – Dial a name instead of a number to reach your party.

Message on Hold – Record your own informative company message.

Caller ID – Caller information is verbally provided with a voice mail message.

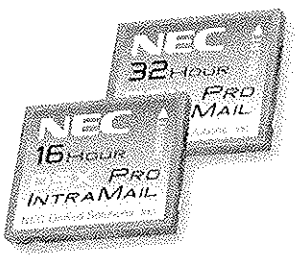
Message Notification – You can receive a call - anywhere - when a new message arrives.

Conversation Record – Save and record your conversation with the touch of a button.

Live Call Screening – Listen as callers are leaving you a message and pick up only the calls you want to answer.

Park and Page – Allows a caller to page you without operator assistance. You can pick up the call from any extension.

IntraMail Pro Supports all of the features of the IntraMail ***plus***:

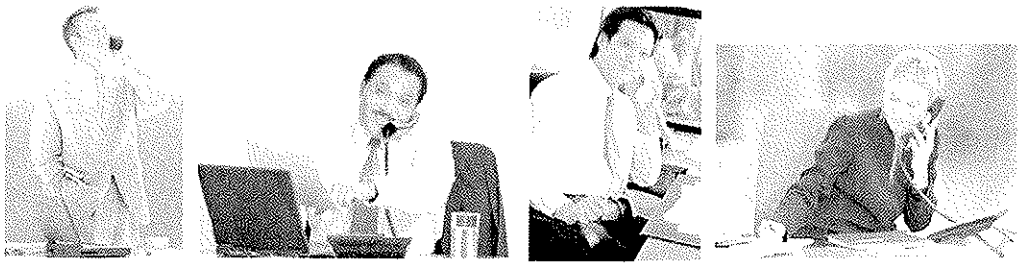


Email Integration – Receive notification of a new voice mail message to your inbox. The notification includes the caller's number and name and can optionally include the recorded message as a .WAV file attachment.

Cascading Message Notification – Cascading Message Notification can call you at up to five preset destinations to let you know a new voice mail message has arrived.

Find Me Follow Me – Helps an Automated Attendant caller find you when you are not at your desk.

Upgrade License – Simple license upgrade from IntraMail to IntraMail Pro.



Built-in Caller ID (with Call Waiting)

The capability for Caller ID (with Call Waiting) is inherent in every DSX system. With Caller ID, you can identify incoming callers before the call is answered. The caller's name and number (if available) will appear simultaneously in the display.

Logging – Stores the name, number and time/date of outside calls. This allows for easy review, save and redial of received calls.

Checking – A manager can have the capability to view Caller ID information associated with a co-worker's line or extension.

Return Call – Easily return a call without manually re-entering the caller's number. Select from a list of choices or have the system automatically redial the call for you.

To Analog Ports – Caller ID information can be sent to analog single line ports for use with customer-provided Caller ID accessories.

Office Administrator PC Program

An office supervisor can quickly customize basic system features from their PC with the Windows™-based Office Administrator. This includes the Time and Date options, important extension feature and voice mail options, and Speed Dial numbers. These features can also be programmed from an office administrator's phone.

Customize Your Communication Solution

Advanced telephone features include:

Backlit Display and Illuminated Dial Pad[1] – for easy viewing in low light areas.

Interactive Soft Keys – that change function as you use your phone, allowing you to access to advanced features by just pressing a key.

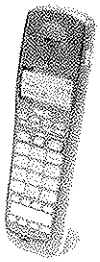
User Level Programming – easy and intuitive guided menu system for customizing the features of your telephone.

Hot Dial Pad – that lets you dial a call without first lifting the handset or pressing keys.

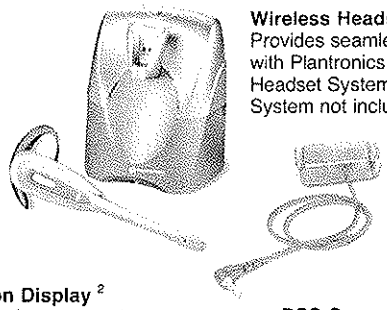
Dual color (red/green) LEDs – to help you easily distinguish between your calls and those of co-workers.

Desk Stand – adjustable for two different positions.

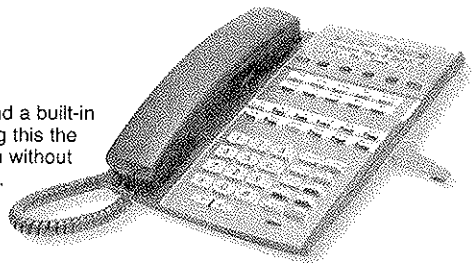
Wall Mounting – built-in for low-profile wall mounting capability.



Cordless DECT
Offers mobility plus many standard features of the wired telephone, including handsfree, 8 programmable feature keys with LEDs, and a backlit display. Range is extendable via repeaters.



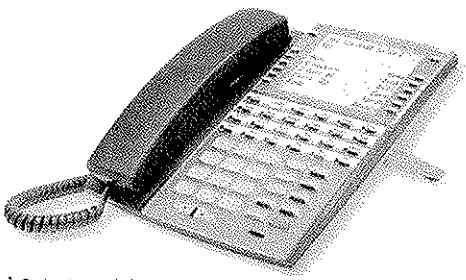
Wireless Headset Adapter[1]
Provides seamless integration with Plantronics Wireless Headset Systems. (Headset System not included.)



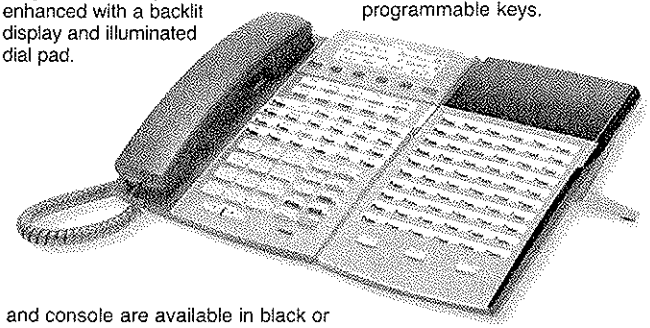
22-Button Display
Offers a large display, programmable keys, and a built-in speakerphone – making this the most economical option without sacrificing convenience.

34-Button Display [2]
The same features as the 22-Button Display, plus additional programmable keys, and is enhanced with a backlit display and illuminated dial pad.

DSS Console
For power users, provides another 60 dual color programmable keys.



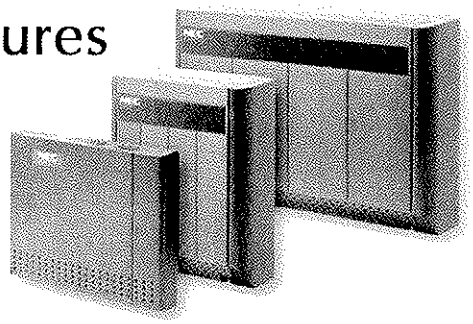
34-Button Super Display [2]
All the features of the 34-Button Display and offers our largest, most interactive display for advanced users. Unique light sensor automatically adjusts the phone's brightness based on room lighting.



[1] Select models.
[2] Available in IP and digital telephone models.

DSX digital telephones and console are available in black or white. IP and cordless telephones are available in black only.

DSX Specifications and Features



Specifications[1]

DSX-40	Base	Max[1]
Digital Stations	8	24
VoIP Stations	32[4]	32[4]
VoIP Gateway Ports	8	8
Analog Stations	2	18
Lines	4	8
Door Box Ports	2	2
DSX-80		
Slots		4
Digital Stations		32
VoIP Stations		32[4]
VoIP Gateway Ports		16
Analog Stations		32
Lines		64
DSX-160		
Slots		8
Digital Stations		96
VoIP Stations		32[4]
VoIP Gateway Ports		16
Analog Stations		96
Lines		64
IntraMail		
Voice Mail Ports	2, 4, 6, or 8	
Storage Hours	8, 16, or 32[3]	
Subscriber Mailboxes	128	

General
One Pair Wiring
USB 2.0 (Full Speed)
10/100 BASE-TX Ethernet, Auto-MDIX
RS-232 Serial Port for SMDR

DSX Features

2-Position Telephone Angle Adjustment
Account Codes
Alphanumeric Display
Ambient Light Sensor
Attendant Position
Auto Redial
Auto Attendant (Built-in)
Automatic Daylight Savings Time Adjustment
Automatic Handsfree
Automatic Ring Down
Background Music
Backlit Display (selected models)
Barge In (Intrusion)
Battery Backed-up Memory
Call Coverage Keys
Call Forwarding On and Off Premises
Call Timer (with or without a key)
Call Waiting / Camp-On
Callback
Caller ID (with Call Waiting)
Caller ID Logging (CID with Return Call)
Caller ID Manual Callback
Caller ID to Single Line Telephones
Class of Service
Conference (up to 8 parties per conference)
Conference, Meet-Me
Conference, Unsupervised
Cordless Telephone
Delayed Ringing
Department Groups (for Ring and UCD Groups)
Dial Number Preview
Dial Tone Detection
Direct Inward Dialing (with ANI/DNIS and DID Translation Name)[2]
Direct Station Selection (DSS)
Direct Station Selection (DSS) Console
Directed Call Pickup
Directory Dialing with Search
Distinctive Ring (ICM, CO, Ring Grp, Recall)
Do Not Disturb
Do Not Disturb Override
Door Box (Analog)
Extended Ringing
Extension Hunting (Circular, Terminal, UCD)
Extension Locking
Flash
Flexible Numbering Plan
Forced Line Disconnect
Group Call Pickup
Group Listen
Group Ring
Handsfree and Handsfree Answerback
Headset Compatibility
Hold (with Recall Display)
Hold and Park Programmable Recall Cycles
Hot Dial Pad
Hotline
Illuminated Dial Pad (selected models)
Interactive Soft Keys
Intercom
Intercom Queue Key
Internet Time Service
ISDN / PRI[2]
Language Selection
Last Number Redial
Line Groups
Line Keys
Line Queuing / Callback
Line Scheduling
Loop Keys
Meet-Me Conference
Message on Hold (Built-in)
Message Waiting
Microphone Mute
Modem (Built-In)
Monitor / Silent Monitor
Music on Hold
Names for Extensions and Lines
Night Service / Night Ring
Off-Hook Signaling
Office Administrator PC Program
Paging (Internal and External)
Park (with Recall Display)
Park Orbit Recall Pickup
Password Reset Utility
PBX / Centrex Compatibility
PC Program (System Administrator)
Prime Line Preference
Privacy
Privacy Release Groups
Private Line
PRI / ISDN[2]
PRI Calling Party Number
Pulse to Tone Conversion
Remote Programming
Removing Lines and Extensions From Service
Reverse Voice Over
Ring / Message Lamp
Ringdown Extension
Ringing Line Preference
Room Monitor
Save Number Dialed
Selectable Display Messaging
Silent Monitor
Single Line Telephones
Speakerphone
Speed Dial
Split (Alternate)
Station Message Detail Recording
System Programming Backup and Restore
System Programming Password Protection
T1 Lines[2]
Tie Lines[2]
Time and Date
Toll Restriction
Transfer (with Recall Display)
Upgrades via License for VoIP Ports
User Level Programming
Voice Mail
Voice Over
VoIP Extensions
Volume and Contrast Controls
Walking Class of Service
Wall Mount / Desk Stand (Built-in)
Wireless Headset Adapter (WHA)

IntraMail Features

Announcement Message
Answering Machine Emulation / Call Screen
Auto Time and Date Stamp
Automated Attendant
Broadcast Message
Caller ID (with Return Call)
Centrex Transfer
Conversation Record
Directory Dialing
Distribution Lists
Email Integration with Name[3]
External Transfer
Fax Detection
Find Me Follow Me[3]
Flexible Answering Schedules
Interactive Soft Keys
Message Center Mailbox
Message Notification (Local and Remote)
Message Notification (Cascading[3])
Multilingual Prompts (English, Spanish, French)
Multiple Company Greeting (8)
Number of Messages Displayed
Park and Page
Personal Greeting (3)
Security Code (with Option)
Single Digit Dialing
System Administrator
Upgrades via License for IntraMail Ports, and IntraMail Pro
Voice Mail Overflow
Voice Prompting Messages

[1] Capacities listed are system maximums and may be limited by system configuration.
[2] DSX-80/160 only.
[3] Requires IntraMail Pro.
[4] Connectivity limited by available VoIP Gateway ports.

©NEC Unified Solutions, Inc. 7/09
6555 N. State Hwy 161, Irving, Texas 75039
DSX is a trademark of NEC Infrontia Corporation.
Some features may be optional or available at a future date.
Recording of phone calls is subject to varying state and federal laws.
The information herein is subject to change without notice at the sole discretion of NEC.

1 0 9 3 0 6 0
Rev. 2, 7/09
Printed in U.S.A.

To find out more about the DSX and how NEC's powerful and versatile technology platforms can work for you, contact your local NEC dealer, visit our web site at www.necdsx.com, or call 800-365-1928.

Empowered by Innovation NEC

Memorandum

To: Mr. Mayor and City Council

From: Mark Loughry

Date: 4-26-11

Re: Potential Wolf Creek Commercial Building Tenant Incentives

---

I would like to see if the Council would put something together that can be approved and then try to get a little County participation and let the realtors, the bank and LCDC put it out there for people who may be interested. I think we could easily create some type of agreement that would say any tenant that would come in and generate at least $2 million in taxable retail sales would be eligible for this package.

The City of Basehor

Date: April 21, 2011

To: Basehor City Council
Mark Loughry, City Administrator

From: Gene Myracle Jr., City Superintendent

RE: Supershot 125 Melter Crack Sealer Unit

The Public Works Department rented a Crafco Supershot 125 Melter unit last summer from PMSI to perform crack sealing throughout subdivisions in Basehor. In a one week period staff performed sealing in five of the twenty-five developed areas throughout Basehor on streets already in need of repairs. Staff returned the unit after 40 hours and 5,000 pounds of Polyflex sealant was utilized.

With this unit, Staff was able to apply a Polyflex Sealant to roadways to limit the surface flow of rain, snow, ice and any other ground materials which accumulate on roadways. Reducing or eliminating this infiltration extends the life of the roadway and prevents potentially larger, more costly repairs.

Staff calculated the number of weeks required for a rental unit to complete the first round of crack sealing on the existing roads and it works out to be 21 weeks at $1,400.00 per week or $29,400.00 which only covers already existing problem areas.

With the areas that staff has addressed, and the areas that remain to be addressed, along with setting up a long term sealing program, I recommend the purchase of a crack sealing unit for the City of Basehor from PMSI out of Lee Summit, MO in the amount of $34,181.00.

Proposals were received for a Crafco Supershot 125 Melter from:

1. Paving Maintenance Supply out of Lee Summit, MO $34,181.00.
2. SASCO Pavement Coatings out of Springfield, MO $42,894.00.
3. Clayco Midwest Company out of Granite City, IL $43,306.00.

Other units from Seal Master were called upon but they do not have local technical support or repair service centers. Attached is a map of the areas serviced from Seal Master Pavement Products & Equipment.

The necessary crack sealant equipment to perform surface road repairs is a 2011 budgeted item under Municipal Equipment Reserve Fund Acct: 11-000 in the amount of $43,000.00.

2620 N. 155th Street
P.O. Box 406
Basehor, KS 66007-0406

913.724.1370
FAX 913.724.3388
www.cityofbasehor.org

Development List
City of Basehor

• Center Pointe Preserve	Completed
• Falcon Lakes	Completed
• High Points Downs	
• Meyer Subdivision	
• Iron Creek Subdivision	
• Pin Oaks Subdivision	
• Wellington Subdivision	
• Klamm Subdivision	
• Metzger Meadows Phase 1 & 2	
• Hickory Point	
• Hickory Valley	
• Pebble Brook	
• Crestwood Subdivision	
• Rickel Subdivision	
• Creek Ridge Subdivision	
• Fox Ridge Subdivision	Completed
• Prairie Gardens Phase 1 & 2	Completed
• Hidden Ridge	
• Prairie Lakes Estates	
• Honey Creek	
• Pine Hurst Development	
• Cedar Falls	
• Cedar Lakes Estates	
• Hollingsworth Estates	
• Old Basehor East & West	

Paving Maintenance Supply Inc.

QUOTE SHEET

QUOTE# 255-0465 REVISION # 1
Date: 2/17/2011
Replaces Quote:

☐ 1616 E. 37TH STREET N
WICHITA, KS 67219
316-838-0300

☑ 1808 SW MARKET ST
LEE SUMMIT, MO 64082
816-525-8755

☐ 6600 N. INDUSTRIAL BLVD
EDMOND, OK 73034
405-340-1438

☐ 1407 N 105th E Ave
Tulsa, OK 74116
918-551-3010

☐ 2224 NE ARGYLE ST
PORTLAND, OR 97211
503-284-4330

☐ 259 SW CUTOFF RT 20
MILLBURY, MA 01527
508-767-1000

☐ 314 PRESUMPSCOT ST
PORTLAND, ME 03104
207-822-9969

☐ 3 EDMUND ROAD
NEWTOWN, CT 06470
203-304-1455

QUOTE TO: City of Basehor, KS

CONTACT NAME: Gene Myracle
PHONE:
FAX NUMBER:
EMAIL: citysuper@cityofbasehor.org
SHIP TO:

QUOTE EFFECTIVE DATES: 2/17/11 TO 3/17/11
BID NUMBER:
PROJECT NAME:
PROJECT START DATE:
FOB: ☐ ORGIN ☑ DESTINATION
FREIGHT: ☐ COLLECT ☑ PPD ☐ PICK UP ☐ PPDADD ☐ FIXED $
ESTIMATED TIME TO SHIP: ☐ AT TIME OF OFFER ☑ DAYS A.R.O. 21-30
PAYMENT TERMS: Net 30
QUOTED BY: Mike Cook
SALES REGION: 255

NOTE:
Pricing and availability are subject to change without notice.
Pricing Does Not Include Applicible Taxes. Tax exemption forms must be on file prior to invoicing.
Extension is Net After Terms.

FOB:
ORIGIN - Title changes hands from vendor to purchaser at the origin of the shipment; purchaser owns good in transit and files any claims.
DESTINATION - Title changes hands from vendor to purchaser at the destination of the shipment; vendor owns goods in transit and files any claims.

FREIGHT DEFINITIONS:
PPD Prepaid - PMSI will pay all shipping charges
COLLECT Collect - Freight charges will be colleted by the freight carrier at the delivery point
PPDADD Prepaid/ Add - PMSI will pay the shipping charges and charge the customer invoice including drop charges and other charges that apply
FIXED Fixed - PMSI has quoted a fixed freight cost that will be added to the invoice plus drop charges that apply.

RETURNS: Not all products are returnable. All returns must be preauthorized by PMSI and are subject to restocking and repackaging charges.

PART NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Rental	Supershot 125 melter	1	wk	$ 1,400.0000	$ 1,400.00
CRA34518-2	Polyflex Type II sealant	5,000	lbs	$ 0.4870	$ 2,435.00
651105	squeegee- push red V	2	ea	$ 35.9500	$ 71.90
					$ -
CRA43600	Supershot 125 melter	1	ea	$ 32,678.0000	$ 32,678.00 ←
CRA45535	engine cover	1	ea	$ 1,503.0000	$ 1,503.00 ←
CRA26060	fire extinguisher with bracket	1	ea	$ 325.0000	$ 325.00
					$ -
					$ -
					$ -
					$ -
					$ -

COMMENTS:
Price is delivered to Basehor, KS and includes training on new equipment.

APPROVED:

* * * * FOR PMSI USES ONLY * * *
SUPPLIERS QUOTE REFERENCE:
DATE:

SASCO Pavement Coatings Inc.
718 N. Broadview Place * Springfield, MO. 65802
Phone 417-862-7237 * Fax 417-862-1287

City of Basehor, KS
Public Works Dept.
City Superintendent
Mr. Gene Myracle

Feb. 18, 2011

Gene, Thanks for your interest in purchasing a Crafco Melter.

The following price quote effective date is until April 30, 2011.

Quantity	Item
1	Crafco SS 125
1	Engine Cover
1	Fire Ext. w/ Bracket
1	Hitch (of your choice)
1	Electric Connection (of your choice)

The following price quote includes shipping to your facility.

Shipping date will vary / four weeks on average.

2011 Crafco SS 125 (includes the above options) ..... $ 42,894.00

Sincerely,
Mark Cannefax
Sales Representitive
SASCO Pavement Coatings

Clayco
MIDWEST CO.

Suppliers of Paving Maintenance Products

CO. NAME City of Basehor, KS Street Department

ATTENTION Gene Myracle

RE: Quote for Crafco SS 125 Diesel Melter

#PAGES(Includes quote sheet) 1

FROM Barry Barber

FAX# 913-724-1458

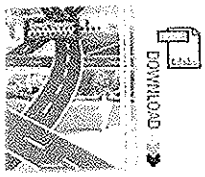
DATE 3-2-11

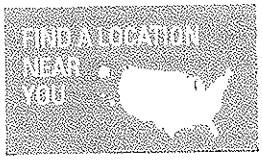
COMMENTS Crafco Super Shot 125 Gallon Diesel Melter w/ engine Cover, fire extinguisher and trailer hitch of choice. 45-60 days delivery ARO. $43,306.00
Call me @618-877-8031 or email barry@claycomidwest.com with any questions. Thank you.

P.O. Box 1057 * Nameoki Station * Granite City, Illinois 62040 * (618) 877-8031 * Fax (618) 877-7765

www.claycomidwest.com

PRODUCT CATALOG



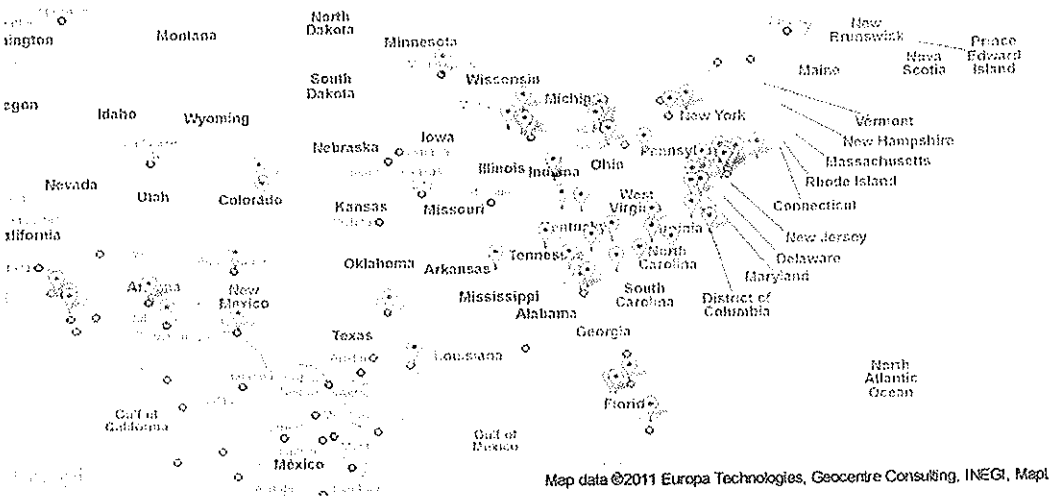


FRANCHISE OPPORTUNITIES

Locations

Use the map below to locate a SealMaster® store near you!

SealMaster Locations



SealMaster Distributor International Licensed Manufacturer

SealMaster Locations

Alabama
- Opening Soon!
(800) 505-8818

Alaska
501 West Potter Rd.
Anchorage, AK 99518
(907) 338-7325
Directions

Arizona
1034 South Lewis
Mesa, AZ 85210
(480) 964-5442
Directions

2020 West McDowell Street
Phoenix, AZ 85009
(602) 253-4660
(877) 253-4670
Directions

4510 S. Country Club Rd.
Tucson, AZ 85715
(520) 882-5559
Directions

California
- Opening Soon!

Georgia
535 Frederick Court Southwest
Atlanta, GA 30336
(404) 505-8888
(800) 505-8818
Directions

3625 S. Peachtree Rd.
Duluth, GA 30096
(770) 476-9110
Directions

Hawaii
2927 Mokumoa Street
Honolulu, HI 96819-4404
(808) 839-2782
Directions

Illinois
- New Address!
5844 W 117th Place
Alsip, IL 60803
(708) 489-0900
Directions

375 Roma Jean Parkway
Streamwood, IL 60167
(877) 370-7325
Directions

Minnesota
530 Cleveland Avenue North
St. Paul, MN 55114
(651) 647-9275
(888) 647-9275
Directions

Missouri
- Opening Soon!
(877) 370-7325

New Jersey
12 Kyle Street
Manville, NJ 08835
(908) 429-9700
(888) 567-1955
Directions

New Mexico
5216 Wilshire Northeast
Albuquerque, NM 87113
(505) 822-8881
(800) 914-8834
Directions

New York
555 Ludwig Avenue
Buffalo, NY 14227
(716) 891-4197

South Carolina
- Opening Soon!
3203 Leaphart Rd.
West Columbia, SC 29169
(803) 939-9100
(855) 865-9100

267 Lakewood Drive
Greenville, SC 29607-4930
(864) 277-3303
(877) 319-1444
Directions

Tennessee
2004 South Orchard Knob Ave.
Chattanooga, TN 37404
(423) 702-5514
Directions

2204 Sullivan Garden Parkway
Kingsport, TN 37600
(423) 245-3521
Directions

305 Ogle St.
Knoxville, TN 37920
(865) 521-8901
Directions

4251 Pidgeon Roost Rd.

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 4

Topic: Patrol vehicle

Action Requested: Approve the purchase for new patrol vehicle not to exceed $40,000.

Narrative: I am recommending that we purchase a new 2012 Chevy Impala using the GSA Partners Program. The purchase of this vehicle will be to expand the fleet to a total of six patrol vehicles. By adding this vehicle we will be able to maintain the current rotation without hot seating the vehicles which will help reduce the wear and tear on them. This vehicle will be paid for out of the Municipal Equipment Reserve Fund. This vehicle was originally scheduled to be purchased in 2010, but we held off until the new GSA contract was approved.

Presented by: Lloyd Martley, Chief of Police

Administration Recommendation: Approve the purchase of one new vehicle to expand the fleet

Committee Recommendation:

Attachments: Staff memo, pricing breakdown, budget project form and Impala information packet

Projector needed for this item? No

MEMO

Date: May 2, 2011

To: Mark Loughry

From: Lloyd Martley

Ref: Recommended Vehicle Purchase

I am requesting the purchase of a new 2012 Chevy Impala Police package vehicle using the GSA Partners Program. The purchase of this additional vehicle will expand our patrol fleet to six patrol units. By adding this additional unit we will be able to maintain our current rotation schedule without having to run the vehicles back to back which will reduce the wear and tear on them.

The Chevy Impala front wheel drive vehicles have been slow to gain acceptance in the police market. However, Chevrolet engineers designed the fwd Impala from the ground up as a police car.

The Impala is powered by a 3.8 liter V-6 engine that develops 200 horsepower which is slightly slower than that Crown Victoria but speed isn't everything and a huge vote of confidence has been given to the Impala by many Police Departments. Units currently in service have received high marks for durable engines, transmissions and brakes.

Attached is a copy of the GSA Auto Choice price discount for the Chevy Impala. By using the GSA Partners Program we are able to purchase this vehicle 25.69% below invoice price and 28.64% below MSRP.

Attached is a break down for the purchase of the vehicle and all the equipment needed to put the vehicle on the road and in full service. I am estimating the total cost for purchasing and equipping this vehicle to be around $37,000.00.

I would like authorization for the purchase of this vehicle not to exceed $40,000.00.

GSA AutoChoice

Showing you in the right direction

www.autochoice.gsa.gov

I am Randy Brown

Minimum Requirements

17F - SEDAN, FRONT WHEEL DRIVE, POLICE USE, 4 DOOR

GSA offers 3 types of vehicles specifically engineered by the OEM's exclusivelyfor police use. They are as follows:

Item 17F SEDAN, FRONTWHEEL DRIVE, POLICE USE, 4 DOOR
Item 17R SEDAN, REARWHEEL, POLICE USE, 4 DOOR
Item 100L 4X2 SUV,FULL SIZE, POLICE USE, 4 DOOR

Police use vehicles are found in Federal Standard 122 and Federal Standard 307 and can only be ordered by using GSA's AutoChoice program. Specific information about the minimum requirements for each item can be found under the "minimum requirements" tab in Auto Choice. Optional equipment for these vehicles required by your agency to complete the agency's missioncan be ordered in AutoChoice.

When selecting police use vehicles and options agencies are reminded to carefully consider the mission and environment in which the vehicle will be operated. Guidelines that can assist in this decisionmaking process can be found through agencies such as the National Institute of Justice (www.nlectc.org/testing) and the OEM web sites.

GSA makes available selected optional equipment for each of the 3 types of police use vehicles. Thisisdone through the use of GSA's vehicle option codes in Auto Choice. Many vehicle option codes are self explanatory. For those that are not, definitions andreferences to corresponding OEM option codes for GSA options that are availablefor each of the items can be found in GSA's Federal Vehicle Standards program at:

http://apps.fss.gsa.gov/vehiclestandards/

GSA does not offer all theOEM options for police use vehicles. If your agency has determined that an OEMoptionthat is not offered by GSA is critical requirement for their police use vehicle(s),the agency must select the AREQ option and submit their requirementsto GSA for review.

Cooperators purchasing under the 1122 program are NOT eligible touse the AREQ option.

GSA Standard Equipment for the Impala:

Trunk floor mat
Transmission, engine oil & power steering Auxiliary Cooling systems
DriverInformation Center
Certified140 MPH analog speedometer
Front auxiliary power,100 A
Trunk auxiliary power, 100A
Trunk ground stud
Idle boost for alternator
Vinylrear seat
Vinyl flooring
3.29 Diff Ratio
Front wheel drive
Full size spare
E-85

GSA Optional Equipment Definitions:

CM Changes floor covering to carpet, includes floor mats (GM code B34)
CU All cloth upholstery (GM code "E" Trim)
DDRL Delete daytime running lights (GM code9G8)
DS Deactivate door switch for dome lights (GM code 7Y6)
KA Same key for all vehicles on order (GM code 6E2)
FOBS 6 additional keyless entry transmitters (GM code AMF)
MER2 Power Heated Mirrors (GM code DK2)
PEPP Police equipment package pre-wiring (GM codes WX7, 6J3, 6J4 & 6J7)
RDI Rear door locks & windows inoperative except from the driver's position (GM codes 6N6 & 6N5)
RKS Remote engine starter system(GM code AP3)
RX1 Roof wiring, right side at "B" pillar,two 10 gage wires with grommeted roof hole (GM Code 6F5)
SAG Street appearance package (GM Code 9C3)
SF 40-20-40 bench frontseat (GM Code AM6)
SL Spotlight, left side (GM Code 7X6)
SL2Spotlight, left and right side (GM Code 7X7)
WLTL Under trunk lid warning lights (GM code T53)
TD Deletes Full Size Spare (GM code N81) compact spare will be furnished

Note: manufacturer's codes maybe included within a standard oroptional package and are subject to change withoutnotice.

GSA Components	GSA Min Req	IMPALA
Body/Chassis		
TRIM LEVEL		Base
PASSENGER COMPARTMENT VOLUME - cu ft		104.5
TRUNK VOLUME - cu ft		18.6
MFG. MODEL CODE		1WS19

BODY STYLE	Trunk	Trunk
WHEEL BASE min. in.	110	110.5
BASE CURB WEIGHT w/ GSA min reqmts - lbs	3350	3389
BODY SIDE MOLDINGS		COMPLY
Engine Minimums		
ENGINE TYPE (Cylinders / Liters)		6/3.9 **SEE CLARIFICATIONS**
HORSEPOWER (min)	230	230
TORQUE (lb ft)		235
COOLING SYSTEM	High Capacity	COMPLY
Transmission		
AUTOMATIC TRANSMISSION		4 SPEED **SEE CLARIFICATIONS**
Electrical		
ALTERNATOR, MIN. (Amps)	150	150
BATTERY, MIN. (CCA)	750	750
Fuel		
FUEL CAPACITY MIN GALLONS	17	17
Doors and Windows		
REAR WINDOW ELECTRIC DEFROSTER		COMPLY
WIPERS-WINDSHIELD-INTERMITTENT		COMPLY
POWER WINDOWS & DOOR LOCKS		front and rear
Lights and Lighting		
DAYTIME RUNNING LIGHTS		COMPLY
Interior		
TILT STEERING	Min.	COMPLY
AIR CONDITIONING		COMPLY
POWER STEERING		COMPLY
UPHOLSTERY	Cloth Front / Vinyl Rear	COMPLY
REMOTE TRUNK RELEASE		COMPLY
HIP/LEG ROOM Rear Seat - in.	57 / 37	57.2/ 37.6
Floor		
VINYL FLOOR COVERING		COMPLY
Radio		
AM/FM RADIO WITH COMPACT DISC PLAYER		AM/FM w CD
Seats		
FIRST ROW SEAT TYPE	Bucket	COMPLY
Safety		
SIDE SUPPLEMENTAL RESTRAINT SYSTEM, ROW1		COMPLY
POWER ANTILOCK BRAKES, FRONT AND REAR		COMPLY
RESTRAINT SYSTEM, ALL SEATED POSITIONS		COMPLY
FRONT SUPPLEMENTAL RESTRAINT SYSTEM DRIVER & FRONT PASSENGER		COMPLY
Suspension		
SUSPENSION	OEM Std	COMPLY
Tires and Wheels		
TIRE SPEED RATING	V	V
SPARE TIRE ASSEMBLY		COMPLY- FULL SIZE TIRE
TIRE PRESSURE MONITORING SYSTEM		COMPLY
TIRES		P225-V RATED
Warranty		
OEM POWERTRAIN WARRANTY		5 YR/ 100,000 MILES
OEM CORROSION WARRANTY		6 YR/ 100,000 MILES
OEM COMPREHENSIVE WARRANTY	3 yr/36,000 mile bumper to bumper	3 YR/ 36,000 MILES

<< Continue >>

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Price Comparison

SUMMARY					
POLICE USE VEHICLES - (17F - SEDAN, FRONT WHEEL DRIVE, POLICE USE, 4 DOOR)					
CONTRACTOR	MODEL	ADDITIONAL INFO	MPG (City/Hwy/Combined)	TOTAL PRICE	N/A
GM	IMPALA		17/24/20	$ 19,846.50	

Note: Incl. (Includes) = The selected option is part of a package that includes the listed options.
Req. (Requires) = In order to get the selected option, you must also select from the listed required options.
Excl. (Excludes) = The selected option cannot be ordered with the listed options.

In accordance with FAR 16.505(b), you must indicate if vendor was given fair opportunity consideration or you must indicate if an exception applies.

Fair Opportunity:

Manufacturer	GM AFV
Model Picture	
Model	IMPALA
Additional Info	
MPG (City/Hwy/Combined)	17/24/20
GreenHouse Score	4
Program 1122	Yes
Base Price $ *(A)*	19,400.00
+ Vehicle Options :	
Eng-Cyl/HP/Torque	
KA	0.00
PWD	0.00
RKE	0.00
SL	250.00
Addtl Required Vehicle Options*(G)*	0.00
Total Vehicle Options *(B)*	250.00
= Subtotal Unit Price *(A+B+G)*	19,650.00
Quantity (C)	x 1
= Sub-Total$ *(A+B+G)*C*	19,650.00
+ GSA Surcharge	196.50
=Total Selling Price *(F)*	**19,846.50**
=Unit Selling Price $) *(F/C)*	**19,846.50**
	Select Model

Price Discount

****Discounts reflect base vehicle only*
(Prices for optional equiptment ARE NOT included)

Price Discount

POLICE USE VEHICLES - (17F - SEDAN, FRONT WHEEL DRIVE, POLICE USE, 4 DOOR)

Contractor	Model	$ GSA Price	$ Invoice Price	$ Difference	% Below Invoice	$ MSRP Price	$ Difference	% Below MSRP
GM	IMPALA	19,400.00	26,107.00	(6,707.00)	(25.69)%	27,185.00	(7,785.00)	(28.64)%

****GSA Price** - Unit Price for base vehicle.
Invoice Price -Manufacturer's listed Invoice price for base vehicle.
%Below Invoice - Compares manufacture's invoice price to GSA's unit price.
MSRP Price - Manufacturer's Suggested Retail Price for base vehicle.
%Below MSRP - Compares MSRP to GSA's unit price.
$Difference - Dollar difference between GSA's unit price and the Invoice or MSRP.

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2010
Chevy Impala

2012 Vehicle	19,846.50
Code 3 2100 Light Bar	1,300.00
Headlight Flashers	30.55
100W Speaker & Bracket	143.10
Extreme LED red/blue deck light	109.35
Mastercom Siren/light controller	585.00
Contour Console	292.50
Security Partition	401.25
Watchguard Camera	5,500.00
Radar Unit	1,900.00
Mobile Radio/antenna	3,500.00
Misc. charges/wire/loom/fuses/connectors	300.00
Installation/labor for police equipment	1,500.00
Patrol Markings	800.00
Shotgun/mount	550.00
Total estimated cost for 2010 vehicle	36,758.25

PROJECT: New patrol car 2012 Chevy Impala

FISCAL YEAR: 2011

PROJECT NO:

FUND: Municipal Equipment

DEPARTMENT: Police

PROJECT DESCRIPTION: Purchase one patrol car

NEED, JUSTIFICATION, BENEFIT: The need is to purchase a patrol car which will expand our patrol fleet to six. The cars we currently use are on a 16 hour rotation with 8 hours of idle time. By adding another vehicle to the fleet we will be able to maintain our current rotation schedule and lower the back to back use which will help reduce wear and tear on the vehicles.

CONSEQUENCES OF DELAYING OR ELIMINATING THIS PROJECT: Delaying this purchase will force us to continue using our current patrol vehicles 24/7 - 365 days a year which will create excessive wear on the vehicles ultimately requiring earlier replacement.

THIS PROJECT IS RELATED TO THE FOLLOWING: The Basehor Police Department currently has 4 patrol vehicles, one designated sergeant vehicle and one support vehicle. We would eventually like to increase the fleet to support an officer per car initiative (take home vehicles).

EXPLANATION OF IMPACT ON OPERATING BUDGET: A vehicle replacement schedule is being developed to maximize vehicle longevity and usefulness while minimizing maintenance cost. It is important that an additional vehicle be purchased to help minimize the vehicle maintenance costs to the city on the current vehicles. Each year $7,000 dollars of depreciation will be transferred to municipal equipment to cover future purchases. Additionally, it is estimated that vehicle maintenance will increase $1,000 per year.

TIME-LINE/CURRENT STATUS: 2011 Budget

COMMENTS: This project will have reoccurring yearly costs in the form of fuel purchases and maintenance expenses.

IMPACT ON OPERATING BUDGET:		FINANCING:	
2011	$8,000	Municipal Equipment	40,000
2012	$8,000		
2013	$8,000		
2014	$8,000		
2015	$8,000		
5-YEAR TOTAL:	$40,000		

FIVE-YEAR COST BREAKDOWN SCHEDULE:								
	Prior to 2011	2011	2012	2013	2014	2015	2016	Total
Planning & Design								
Land								
Construction								
Misc. Equipment	40,000	8,000	8,000	8,000	8,000	8,000	8,000	40,000
Other								
Total	**40,000**							

EMERGENCY 911
BASEHOR
#1
POLICE

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 5

Topic: City Engineer ½ ton pickup – 1500 Silverado

Action Requested: Approve the purchase for ½ ton 4 X 4 Silverado pickup not to exceed $20,000.

Narrative: I am recommending that we purchase a new 2011, 1500 Chevy Silverado pickup using the Kansas Department of Administration State Contract Award. The Planning Department is requesting the purchase of a vehicle for City business. Currently, the City Engineer is using his personal vehicle for assigned duties associated with the Planning Department. The City Engineer has logged 1,344 miles in the past 12 months. Duties associated with a vehicle consist of code enforcement, traffic control, construction observation, existing infrastructure inspection, surveying, and meetings. The duties often consist of driving on unfavorable road surfaces such as construction sites. Benefits in purchasing a vehicle are the elimination of mileage reimbursement and public safety. The benefit in public safety will be in the form of identification as a City vehicle and additional traffic safety lighting equipped on the vehicle. This vehicle will be paid for out of the Municipal Equipment Reserve Fund. This vehicle was originally scheduled to be purchased in 2010, but we held off until the new model contract was awarded.

Presented by: Mitch Pleak, City Engineer

Administration Recommendation: Approve the purchase of new truck for use by City Engineer

Committee Recommendation:

Attachments: Staff memo, pricing breakdown, contract award, base vehicle specifications and project sheet.

Projector needed for this item? No

MEMO

Date: May 2, 2011

To: Mark Loughry

From: Mitch Pleak

Ref: Recommended Vehicle Purchase

I am recommending the purchase of a new 2011, 1500 Chevy Silverado pickup using the Kansas Department of Administration State Contract Award.

The Planning Department is requesting the purchase of a vehicle for use while conducting City business. Currently, the City Engineer is using his personal vehicle for assigned duties associated with the Planning Department. Duties associated with a vehicle consist of code enforcement, traffic control, construction observation, existing infrastructure inspection, surveying, and meetings. The duties often consist of driving on unfavorable road surfaces such as construction sites.

Benefits in purchasing a vehicle are the elimination of mileage reimbursement and public safety. The City Engineer has logged 1,344 miles in the past 12 months on his personal vehicle.

The benefit in public safety will be in the form of identification as a City vehicle and additional traffic safety lighting equipped on the vehicle.

Attached is a break down for the purchase of the vehicle and all the equipment needed to put the vehicle on the road and in full service. I am estimating the total cost for purchasing and equipping this vehicle to be around $19,336.00.

I would like authorization for the purchase of this vehicle not to exceed $20,000.00.

KANSAS
DEPARTMENT OF ADMINISTRATION

Mark Parkinson, Governor
Chris Howe, Director

http://da.ks.gov/purch

CONTRACT AWARD

Date of Award:	October 25, 2010
Contract ID:	00000000000000000000035131
Replaces Contract:	11571
Event No:	EVT0000070
RFP:	**RFP0000024**
Procurement Officer: **Telephone:** **E-Mail Address:** **Web Address:**	John T Lowe 7852963126 john.lowe@da.ks.gov http://da.ks.gov/purch
Item:	Vehicles
Agency/Business Unit:	Statewide - Mandatory
Period of Contract:	Date of Award through August 31, 2011 with the option to renew for an additional contract period.
Contractor:	ED BOZARTH CHEVROLET INC and GMAC 3731 SW TOPEKA BLVD TOPEKA, KS 66609-1229
E-Mail: **Telephone:** **Fax:** **Contact Person:** **Vendor ID:**	**chenry@edbozarth.com** 785-266-5151 785-861-1240 Calvin Henry 47093

Specifications and Pricing are contained at the following Link:
http://www.da.ks.gov/purch/adds/EVT0000070-Pricing.doc

Payment Terms:	Net 30 days
Political Subdivisions:	Pricing is available to the political subdivisions of the State of Kansas.
Procurement Cards:	Agencies may not use a P-Card for purchases from this contract.
Administrative Fee:	Administrative Fees have been incorporated into the unit prices of this contract.

The above referenced contract award was recently posted to the Division of Purchases Internet website. The document can be downloaded by going to the following website:

http://www.da.ks.gov/purch/Contracts/

Division of Purchases
900 SW Jackson, Room 102N
Topeka KS 66612-1286

Dennis R. Taylor, Secretary
Chris Howe, Director

Kansas

Department of Administration

phone: 785-296-2376
fax: 785-296-7240
chris.howe@da.ks.gov
www.da.ks.gov/purch

Sam Brownback, Governor

AMENDMENT

Amendment Date: March 21, 2011

Amendment Number: 1

Event No: EVT0000070

Contract ID: 00000000000000000000035131

Procurement Officer: John T Lowe
Telephone: 785/296-7240
E-Mail Address: john.lowe@da.ks.gov
Web Address: http://da.ks.gov/purch

Item: Vehicles

Agency / Business Unit: Statewide - Mandatory

Period of Contract: Date of Award through August 31, 2011 with the option to renew for an additional contract period.

Contractor: ED BOZARTH CHEVROLET INC
3731 SW TOPEKA BLVD
TOPEKA KS 66609-1229

E-Mail: chenry@edbozarth.com
Telephone: 785-266-5151
Fax: 785-861-1240
Contact Person: Calvin Henry
Vendor ID: 47093

Conditions:

1. **General Motors has set the following tentative order cutoff dates. Orders are to be placed at least one day prior to these dates in order to allow the contractor time to enter the order.**

Group V	**Intermediate Sedan**	**Impala**	**3/24/11**
Group VI	**Compact Crossover Vehicle**	**Equinox**	**4/28/11**
Group IX	**Midsize Sport Utility Vehicle**	**Traverse**	**3/31/11**
Group X	**Full Size Sport Utility Vehicle**	**Suburban**	**5/26/11**
	*******Special Equipment**		**5/06/11**
Group XI	**½ Ton Pickup**	**1500 Silverado**	**6/02/11**
	*******Special Equipment**		**5/11/11**

2011 Model Year

STATE OF KANSAS

BASE VEHICLE
SPECIFICATIONS
FOR
PICKUP TRUCK 1/2 TON

ENGINE: Minimum of six cylinders with a minimum displacement of 3.7 L.

WHEEL BASE: Minimum of 133".

G.V.W.: The gross vehicle weight shall be a minimum of 6,100 pounds.

BODY: To be standard cab with eight (8) foot, styleside or fleetside type pickup body. Exterior and interior to be custom trimmed with single, standard, factory color.

BUMPERS: Front to be painted or chrome oval type. Rear to be factory installed, "step" type with single license tag light and holes for trailer ball and safety chain.

TRANSMISSION: To be automatic type with not less than three (3) speeds forward and one reverse.

REAR AXLE: To be standard for engine and transmission, specified above, used for normal highway use.

BRAKES: To be hydraulic, front disc, rear drum or disc with vacuum power assist.

TIRES: Sized and load rated by manufacturer's recommendations for G.V.W. specified. All season tread.

SPARE TIRE: Fullsize Tire and rim to be furnished with side mounted carrier inside truck bed or under bed.

FUEL TANK: To be standard frame mounted. 26 gallon capacity.

STEERING: Power assisted.

RADIO: AM/FM.

WINDSHIELD, REAR WINDOW & SIDE GLASS: To be tinted.

MIRRORS: One inside prismatic day-night type and right and left outside below eyeline rear view mirrors. (Minimum 40 sq. inches).

INSTRUMENTS STANDARD DASH: Temperature gauge, oil pressure gauge, voltmeter gauge and fuel gauge.

AIR CONDITIONER: Fresh air type, factory installed.

WINDSHIELD WIPERS: Intermittent with washer.

AIR BAGS: Driver and front passenger.

CONTRACTOR: ED BOZARTH CHEVROLET AND GMAC

GROUP XI

½ TON PICKUP

	UNIT PRICE
Base Vehicle to comply with State of Kansas 2011 Model Year Specifications for Pickup Truck ½ Ton, two Wheel drive, standard cab equipped with split seat with fold down armrest, DC Power Outlet, Anti-lock Brakes, Tilt Steering Wheel.	$14,889.00

MANUFACTURER: Chevrolet

MODEL: Silverado 1500 W/T (CC10903)

G.V.W.: 6400

EPA MILEAGE: 17 MPG

STANDARD EQUIPMENT:

Alternator 145 AMPS

Battery 600 CCA

Fuel Tank Capacity 34

Tire Size P245/70R17

Engine Size 4.3L

Mirror Size 10 x 6 ½

OPTIONS	MFG. CODE NUMBER	UNIT PRICE
Cruise Control and Tilt Steering wheel	K34	$ 217.00
Extra Set of Ignition/Door Keys (3 sets total)	DA/Key	$ 35.00
Extra Door Key	DA/Valet	$ 4.00
4.8 L E-85 Engine	L20	$ 810.00
5.3 L E-85 Engine	LMG	$1,497.00
4X4 Extended cab with Long bed and 5.3L V-8 engine	CK10953	$6,640.00
4X4 Extended cab with short bed and 4.8L V-8 engine	CK10753	$5,618.00
Extended cab with long bed and 5.3L V-8 engine	CC10953	$3,820.00
Extended cab with short bed	CC10753	$1,930.00
4 wheel drive	CK10903	$2,150.00
Power Door Locks (standard cab)	AV3	$ 350.00
Power Door Locks (extended cab)	AV3	$ 385.00

½ TON PICKUP - (Continued)

OPTIONS	MFG. CODE NUMBER	UNIT PRICE
Power Door Locks and Windows (standard cab)	5B5	$ 797.00
Power Door Locks and Windows (extended cab)	5B5	$ 863.00
Deep Tinted Glass (standard cab)	AJ1	$ 87.00
Deep Tinted Glass (extended cab)	AJ1	$ 130.00
GM Bedliner	DA	$ 205.00
Locking Rear Differential	G80	$ 282.00
Handling Suspension	Z85	$ 83.00

DELIVERY COSTS

CITY	UNIT PRICE PER VEHICLE
Topeka	$ NC
Manhattan	$ 71.50
Pratt	$ 276.90

17,836.00

ALL OTHER LOCATIONS $1.30 PER MILE PER VEHICLE
ALTERNATIVE PRICING FOR MULTIPLE VEHICLE DELIVERY TO THE SAME LOCATIONS:
3 or more vehicles at same time and location 1.20 per mile per vehicle

SHIPPING LOCATION POINT: Topeka

BASIS FOR PRICING OF NON-SPECIFIED FACTORY OPTIONS: INVOICE LESS 1 ½ %

STANDARD WARRANTIES: TOTAL VEHICLE: 36,000 MILES/ 36 MONTHS
POWERTRAIN 100,000 MILES/ 60 MONTHS

PRICING FOR OTHER EXTENDED WARRANTIES: 5yr/100K B-B wrap 4X2 = $1,522.00/each
4X4 = $1,722.00/each

City Engineer Vehicle

2011Chevy Silverado ½ Ton Pickup

2011 – 1500 Silverado	14,889.00
4 X 4 wheel drive	2,150.00
Power door locks and windows	797.00
City Engineer markings	500.00
Auxiliary emergency safety lighting	1,000.00
Total estimated cost for 2010 vehicle	19,336.00

PROJECT: Chevy 1500 Silverado ½ ton pickup

FISCAL YEAR: 2011

PROJECT NO:

FUND: Municipal Equipment

DEPARTMENT: Planning

PROJECT DESCRIPTION: Purchase one ½ ton pickup

NEED, JUSTIFICATION, BENEFIT: The Planning Department is requesting the purchase of a vehicle for use while conducting City business. Currently, the City Engineer is using his personal vehicle for assigned duties associated with the Planning Department. Duties associated with a vehicle consist of code enforcement, traffic control, construction observation, existing infrastructure inspection, surveying, and meetings. The duties often consist of driving on unfavorable road surfaces such as construction sites. The benefit in public safety will be in the form of identification as a City vehicle and additional traffic safety lighting that will be equipped on the vehicle.

CONSEQUENCES OF DELAYING OR ELIMINATING THIS PROJECT: The City Engineer has logged 1,344 miles in the past 12 months on his personal vehicle. Delaying the purchase of this vehicle will require the city to continue reimbursing use of his personal vehicle and will continue to create an unsafe environment while performing his duties due to lack of proper safety equipment on his personal vehicle.

THIS PROJECT IS RELATED TO THE FOLLOWING: The City Engineer is often required to be involved with code enforcement, traffic control, construction observation, existing infrastructure inspection, surveying, and meetings. The duties often consist of driving on unfavorable road surfaces such as construction sites.

EXPLANATION OF IMPACT ON OPERATING BUDGET: A vehicle replacement schedule is being developed to maximize vehicle longevity and usefulness while minimizing maintenance cost. Each year $4,000 dollars of depreciation will be transferred to municipal equipment to cover future purchases.

TIME-LINE/CURRENT STATUS: 2011 Budget

COMMENTS: This project will have reoccurring yearly costs in the form of fuel purchases and maintenance expenses.

IMPACT ON OPERATING BUDGET:		FINANCING:	
2011	$4,000	Municipal Equipment	20,000
2012	$4,000		
2013	$4,000		
2014	$4,000		
2015	$4,000		
5-YEAR TOTAL:	$20,000		

FIVE-YEAR COST BREAKDOWN SCHEDULE:								
	Prior to 2011	2011	2012	2013	2014	2015	2016	Total
Planning & Design								
Land								
Construction								
Misc. Equipment	20,000	4,000	4,000	4,000	4,000	4,000	4,000	20,000
Other								
Total	20,000							

City of Basehor

Agenda Item Cover Sheet

Agenda Item No. 6

Topic: Green River Ordinance (Solicitors and Solicitation with the City)

Action Requested: Adopt ordinance # 590 amending Chapter V of the City Code to include amended Article 1 regulating solicitors and solicitations within the City.

Narrative: It has been determined that persons posing as solicitors have the ability to commit a great variety of frauds and present a continuing danger of other crimes along with potentially misleading information to residents within the City. In addition, many of our residents are being annoyed by solicitors.

Presented by: Chief Lloyd Martley

Administration Recommendation: In the interest of public safety and welfare of our residents we are requesting the adoption of the new ordinance that will regulate the time, place and manner of solicitation in the City of Basehor.

Committee Recommendation: Approve as requested

Attachments: New proposed ordinance.

Projector needed for this item?

No

MEMO

Date: April 25, 2011

To: Mark Loughry

From: Lloyd Martley

Ref: Green River Ordinance

We are recommending the adoption of an ordinance amending Chapter V of the City Code to include amended Article 1 regulating solicitors and solicitation with the City.

It has been determined that persons posing as solicitors have the ability to commit a great variety of frauds and present a continuing danger of other crimes along with potentially misleading information to residents within the City. In addition, many of our residents are being annoyed by solicitors.

In the interest of public safety and welfare of our residents we are requesting the adoption of the new ordinance that will regulate the time, place and manner of solicitation in the City of Basehor.

ORDINANCE NO. 590

AN ORDINANCE AMENDING CHAPTER V OF THE CITY CODE TO INCLUDE AMENDED ARTICLE 1 REGULATING SOLICITORS AND SOLICITATION WITHIN THE CITY

WHEREAS, it is hereby found and determined by the Governing Body that persons posing as solicitors have the ability to commit a great variety of frauds and to present misleading information to residents within the City. It is further found that some solicitors present a continuing danger of fraud, robbery, and other crimes to the residents of the City. In addition, it is found that residents of the City are being annoyed by solicitors. In response to these findings, it is hereby determined by the Governing Body that it is necessary, in the interest of the public safety and welfare for the Governing Body, to regulate the time, place, and manner of solicitation in the City of Basehor, Kansas.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BASEHOR, KANSAS:

SECTION 1: Chapter V of the City Code is amended to include amended Article 1 to read as follows:

ARTICLE 1. SOLICITORS

5-101. LEGISLATIVE FINDINGS. It is hereby found and determined by the Governing Body that crimes may have been committed by persons posing as solicitors and that a great variety of frauds and misleading devices are employed in such solicitation. It is further found that some solicitors present a continuing danger of fraud, robbery, and other crimes to the residents of the city. In addition, it is found that residents of the city are being annoyed by solicitors. In response to these findings, it is hereby determined by the Governing Body that it is necessary, in the interest of the public safety and welfare for the Governing Body, to regulate the time, place, and manner of solicitation in the city of Basehor, Kansas.

5-102. DEFINITIONS. For the purpose of this article the words and phrases defined hereinafter shall have the meanings therein respectively ascribed to them, unless a different meaning is clearly indicated by the context:

(a) "Canvass" as used in this article means opinion sampling, poll-taking, proselytizing, or other similar activity from house to house, door to door, street to street, or from place to place.

(b) "Canvasser" as used in this article means any Person who engages in canvassing in Person for himself or any other Person.

(c) "Charitable" as used in this article means any activity represented as carried on from unselfish, civic, or humanitarian motives, or for the benefit of others, and not for private gain, and may include without limitation patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, cultural, scientific, historical, athletic, medical, or religious activities, either actual or implied.

(d) "City" as used in this article means the City of Basehor, Kansas.

(e) "Individual Dwelling Unit" as used in this article means that portion of a building containing sleeping, kitchen and bathroom facilities designed for and used or held ready for use as a permanent residence by one family.

(f) "Multi-Family Dwelling Complex" as used in this article means a grouping of individual buildings which are arranged, intended or designed for occupancy by 3 or more families, commonly referred to as apartments, town homes, or condominiums.

(g) "Peddle" as used in this article means to operate from a temporary stand, display or similar facility or to travel from house to house, door to door, street to street or from place to place, carrying, conveying, or transporting goods, wares, or merchandise for the purpose of offering and exposing the same for sale.

(h) "Peddler" as used in this article means a Person who Peddles for himself or any other Person.

(i) "Person" as used in this article means any individual, firm, partnership, corporation, company, religious sect or denomination, society, organization or league, and includes any trustee, receiver, assignee, agent or other similar representative thereof.

(j) "Solicit" and "Solicitation" as used in this article mean and include any one or more of the following:

(1) Selling or offering for sale, or taking or attempting to take orders for the sale of goods or services of any kind, character or description;

(2) Requesting directly or indirectly contributions of funds on the plea or representation that such contributions will be used for a Charitable purpose;

(3) Canvassing or peddling as defined in this section.

(k) "Solicitation" as defined herein shall be deemed completed when made, whether or not the Person making the same receives any contribution or makes any sale.

(l) "Solicitor" as used in this article means a Person who Solicits for himself or any other Person.

5-103. REGISTRATION PROCEDURE. Solicitors or peddlers, or companies employing solicitors or peddlers, must register and obtain a permit from the city prior to soliciting or peddling within the city, unless such soliciting or peddling is for a "Charitable" purpose as defined in subsection (c) of Section 5-102 of this Article. The application for a permit shall set forth the times and dates during which soliciting or peddling will be undertaken and shall require the names and addresses of all the individuals who will be soliciting or peddling, either on their own behalf or on behalf of the company or organization employing them. The application shall also set forth the address, name, and telephone number of a contact person or supervisor who can be reached while the applicant's solicitors or peddlers are soliciting or peddling within the city. The applicant shall certify on the application that each solicitor or peddler is in compliance with the requirements of section 5-104(i) of this Article. There shall be a permit fee per each individual solicitor or peddler, in an amount fixed in the city's Fee Resolution. Applications shall be made on forms prepared and maintained by the city clerk. Permits shall be issued for periods not to exceed 14 days from the date of issuance. Each solicitor or peddler must, while soliciting or peddling in the city, have displayed on his or her person a permit issued hereunder. Such permit shall identify the name of the solicitor or peddler, the name of the company or organization for whom

the solicitor or peddler is working, and the date the permit expires. Each solicitor or peddler must, while soliciting or peddling in the city, have in his or her possession a form of picture identification such as a driver's license or its equivalent.

5-104. PROHIBITED ACTS. (a) It shall be unlawful for any Solicitor to ring the bell, or knock on the door, or otherwise attempt to gain admittance for the purpose of soliciting at a residence, dwelling or Individual Dwelling Unit in a Multi-Family Dwelling Complex at which a sign bearing the words "No Solicitors," "No Trespassers," or words of similar import indicating that such Persons are not wanted on the premises, is painted, affixed or otherwise exposed to public view; provided that this paragraph shall not apply to any Solicitor who gains admittance to such residence at the invitation or with the consent of the occupant thereof.

(b) It shall be unlawful for any Solicitor to Solicit or attempt to Solicit at an Individual Dwelling Unit in a Multi-Family Complex when all street entrances to the Multi-Family Complex have been clearly posted with signs marked "No Solicitors." This paragraph shall not apply to Solicitation in an Individual Dwelling Unit when the Solicitor has been invited onto the property to Solicit there by the occupant of that dwelling unit.

(c) It shall be unlawful for any Solicitor to Solicit prior to 10:00 a.m. or after 6:00 p.m. local time, of any day.

(d) It shall be unlawful for any Solicitor to engage in soliciting upon any premises or in any dwelling house, apartment or other residence after having been asked by the owner or occupant thereof to leave the premises or residence.

(e) It shall be unlawful for any Solicitor to fail to provide, at the request of the purchaser, a written receipt, for purchases exceeding Twenty-Five Dollars ($25.00) in cash or tangible property which receipt shall be signed by the Person making the sale and shall set forth a brief description of the goods or services sold, the total purchase price thereof, amount of cash payment, if any, and the balance due and terms of payment; or for any Charitable Solicitor or organization accepting any contribution exceeding Twenty-Five Dollars ($25.00) in cash or tangible property to fail to provide at the request of the donor a written receipt acknowledging such contribution and personally signed by the Person accepting such contribution.

(f) It shall be unlawful for any Solicitor to fail at the outset to truthfully disclose to the prospective buyer, prospective donor, or canvassee his/her name and the name of the company, product or organization he/she represents.

(g) It shall be unlawful for any Solicitor to make any assertion, representation or statement which misrepresents the purpose of his/her call, or use any plan, scheme, or ruse which misrepresents such purpose.

(h) It shall be unlawful for any Solicitor to conduct his/her business in such a way as would restrict or interfere with the ingress or egress of the abutting property owner or tenant, increase traffic congestion or delay, or constitute a hazard to traffic, life or property, or an obstruction to adequate access to fire, police or sanitation vehicles.

(i) It shall be unlawful for any Person to Solicit who has been convicted of a felony, misdemeanor, or ordinance violation involving force, violence, moral turpitude, deceit, fraud, or the violation of any law regulating the act of soliciting as defined in

this article within the past five (5) years in this state or any other state or subdivision thereof or of the United States.

(j) It shall be unlawful for any Person to Solicit or attempt to Solicit at a place of residence at any entrance other than the main entrance of the residence.

(k) It shall be unlawful to cut across or walk upon any lawn, front yard or courtyard, except upon sidewalks or walkways if such walkways are provided or upon a regularly established path where no sidewalk or walkway has been provided to the house or other building.

(l) It shall be unlawful for a Solicitor to not carry upon the Solicitor's person a government issued photo identification card, such as a driver's license, if the Solicitor is 16 years of age or older and is engaged in commercial Solicitation or the Solicitation of funds. Said photo identification card shall be produced upon request by any solicitee or by any city law enforcement officer.

5-105. VIOLATIONS AND PENALTIES. Any person violating any of the provisions of this article is guilty of a public offense and upon conviction thereof shall be fined in an amount not to exceed $500 or be imprisoned not to exceed 180 days or be both fined and imprisoned. Each day during or on which a violation occurs or continues after notice has been served shall constitute an additional or separate offense.

SECTION 2: **Effective Date.** This Ordinance shall be effective after its passage, approval and publication once in the City's official paper.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF BASEHOR, KANSAS ON THE _____ DAY OF _____, 2011.

_____
TERRY HILL, Mayor

ATTEST:

_____
COREY SWISHER, City Clerk

APPROVED AS TO FORM:

_____
PATRICK G. REAVEY, City Attorney

CHAPTER V. BUSINESS REGULATIONS

Article 1. Green River Ordinance
Article 2. Business License

ARTICLE 1. GREEN RIVER ORDINANCE

5-101. GOING ON PRIVATE PREMISES; NUISANCES. The practice of going in and upon private residences in the city by solicitors, peddlers, hawkers, itinerant merchants and transient vendors of merchandise, not having been requested or invited to do so by the owner or owners, occupant or occupants of private residences, for the purpose of soliciting orders for the sale of goods, wares and merchandise, and/or for the purpose of disposing of and/or peddling or hawking the same, is hereby declared to be a nuisance and unlawful. (Code 1989)

5-102. DUTIES OF OFFICERS. The chief of police and police officers of the city are hereby required and directed to suppress all unlawful nuisances described in the foregoing section and are empowered upon proper complaint to arrest in the manner authorized by law any and all persons complained of engaged in such unlawful practices. (Code 1989)

5-103. CHARITABLE; NOT-FOR-PROFIT ORGANIZATIONS. Section 5-301 shall not be construed to prohibit or in any manner restrict the solicitation of sales or orders for sales by charitable, not-for-profit organizations, provided that such organizations shall register at the office of the city clerk prior to the initiation of any solicitations. (Code 1989)

5-104. PENALTY. Any person violating any of the provisions of this article shall, upon conviction thereof, be fined in any sum not exceeding $100.00, or be imprisoned not to exceed 30 days, or be both so fined and imprisoned. (Code 1989)