



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

NOTIFICATION OF STATEWIDE CONTRACT

11/9/2009

CONTRACT TITLE: GWI HELP DESK SOFTWARE*

CURRENT CONTRACT PERIOD: JULY 1, 2008 THROUGH JUNE 30, 2010

BUYER INFORMATION: Name *Julie Lombard* (formerly "Branigan")
Phone (573) 751-4148
Email address Julie.Lombard@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Total Renewal Options Available	Potential Final Expiration
	*Amendment #006 re-established the contract with the current period being July 1, 2008 through June 30, 2010	3	06/30/2016

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

THE USE OF THIS CONTRACT OR CONTRACT C202035002 IS **MANDATORY** FOR ALL STATE AGENCIES.
Local Purchase Authority shall not be used to purchase supplies/services included in this contract unless specifically allowed by the contract terms.

*NOTE: THE GWI AND MAGIC HELP DESK SOFTWARE PRODUCTS HAVE BEEN ESTABLISHED AS THE **STATE STANDARD** for help desk software by the Office of Information Technology.

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

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C202035001	9311138990 0	GWI Software 10000 NE 7 th Avenue, Suite 401 Vancouver, WA 98685 Contact: <u>Ryan Terrell</u> , Manager, Sales & Business Development Phone: 360-397-1032 Fax: 360-397-1007 F Email: RTerrell@gwi.com	N	N

STATEWIDE CONTRACT HISTORY

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

Contract Period	Issue Date	Summary of Changes
07/01/08 to 06/30/10	11/9/09	DPMM buyer contact name change and email change – as listed on cover page of this notice.
07/01/08 to 06/30/10	05/22/08	Amendment #006 Contract amended to add three (3) additional two (2) year renewal options with percentage increase.
07/01/06 to 06/30/08	05/30/06	Amendment #005 Contract Renewal
7/1/04 to 6/30/06	7/23/04	Amendment # 004 Contract amended to change contract period end date to 6/30/06 in order to take advantage of discounted maintenance support pricing for a two year term.
7/1/04 to 6/30/05	6/7/04	Amendment #003 Contract renewed. All prices remain the same. NOTE: New contractor address and new contact representative – refer to cover page.
7/1/03 to 6/30/04	5/12/03	Amendment # 002 Contract renewed. All prices remain the same.
7/1/02 to 6/30/03	7/12/02	Amendment #001 NOTICE OF STATE STANDARD (10/22/01): WITH THE CONCURRENCE OF THE INFORMATION TECHNOLOGY ADVISORY COMMITTEE, THE OFFICE OF INFORMATION TECHNOLOGY HAS DECLARED THE PRODUCTS MAGIC AND GWI AS HELP DESK STANDARDS FOR THE STATE OF MISSOURI.
7/1/02 to 6/30/03	7/3/02	Contract renewed. All prices shall remain the same. The contract amended to allow a state agency the option to exchange the perpetual licensed Lotus Notes version of GWI software called c.Support and replace with an identical perpetual license software agreement supported as described in contract C202035001 using Microsoft Exchange/Net when such version becomes generally available. For each Agency (or Server) that switches to c.Support for .Net, there will be a \$5,000 License Transfer Fee. Said Agency shall be required to also purchase a minimum of 2 days training for the new product. Said 2-day training shall not exceed \$3,500. Additional days are priced at \$1,750 per day. Training can be conducted via the Internet (same time) and phone conference. If another lower cost training alternative becomes available at the time that such training is needed, then the state has the right to and sole determination in choosing the alternative training mechanism.
10/30/01 to 6/30/02	3/25/02	Initial issuance of new statewide contract

GENERAL CONTRACT INFORMATION

1. In accordance with Chapter 34, Section 34.044 of the Revised Statutes of Missouri (RSMo), the State of Missouri, Division of Purchasing and Materials Management has established a statewide contract with GWI Software for the provision of **c.Support help desk software** and maintenance support services.
2. The **Initial Contract Period** shall be effective July 1, 2008 through June 30, 2010.

The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional two-year periods. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document. Pricing shall remain firm, fixed for the duration of the renewal period of two years. The contractor must state below the maximum percentage price increase or minimum guaranteed percentage price decrease for each potential renewal period.

3. **Software license:** Upon payment in full of the license fee for the Software, GWI grants to you a perpetual, non-exclusive, nontransferable license to: (a) use the Software in machine-readable form; (b) use and copy for your own use only related documentation provided by GWI for the intended uses described therein; and (c) make up to three (3) copies of the Software in machine-readable form only for archival purposes.
 - For a period of ninety (90) days following your receipt of the Software, GWI warrants that the Software will perform substantially as designed. GWI shall attempt to correct defects reported to it within such period in accordance with its standard practices. GWI's sole liability for breach of warranty shall be, at its option, to provide a copy of corrected Software.
4. The **Maintenance Services** to be provided while this Agreement is in effect (the "Maintenance Services") shall consist of enhancements and error correction. GWI and User desire to have GWI maintain the Software as provided in this Agreement. The parties therefore agree as follows:

a. Enhancements.

- **Definition.** GWI shall provide to User, as developed and at no extra cost except as provided herein, all updates, error corrections, modifications, and enhancements (collectively "Enhancements") that do not substantially change the basic functions of the Software.
- **Delivery and Compatibility.** GWI will make available Enhancements to User in machine-readable form, ready for installation, together with the documentation necessary for their use.

b. Error Correction.

- **Execution.** GWI shall attempt to correct, as promptly as possible, material errors in the Software that are reported to GWI and that can be repeated by GWI on its equipment. Corrections may consist of software patches or bypasses around the errors.
- **User Cooperation.** User shall cooperate with GWI in correcting Software errors by (a) granting GWI reasonable access to User's equipment and the Software; (b) providing documentation of the errors, including sample output and other diagnostic information; (c) making User's technicians who are familiar with the Software available to assist GWI; and (d) provide remote access for use in remote diagnosis of errors. GWI shall notify User in advance each time it uses the remote access.
- **Exclusions.** GWI shall have no duty to correct errors that (a) are caused by malfunctions in User's hardware or in software not supplied by GWI, or by User's misuse of the Software; (b) occur after User has failed to install an Enhancement or to comply with Paragraph 1.3.2 of this Agreement; or (c) occur after User or a third party has modified the Software without GWI's written consent.
- **Subject to License Agreement.** Enhancements and error corrections provided to User under Paragraphs 1.2 and 1.3 shall be deemed part of the Software, and except as otherwise provided in this Agreement, shall be subject to the terms of the License Agreement, including, without limitation, GWI's warranties of title to the Software.

- **Confidentiality.** In connection with this Agreement, either party may receive proprietary or confidential information of the other party or its customers or suppliers. The receiver will (a) keep such information confidential; (b) inform its employees and agents with access to such information about the duty of confidentiality; and (c) at the other's request, obtain written agreement from those employees and agents to maintain such confidentiality. Only information covered pursuant to RSMo 610.021 (or other such state law) shall be considered confidential information.

c. Term of Agreement.

- **Initial Term.** The initial term of this Agreement coincides with the dates specified on the GWI Invoice.
- **Renewal Terms.** Following the initial term, this Agreement shall renew at the sole discretion of the State of Missouri Division of Purchasing and Material Management before the end of the preceding term. Contractor has the right to cancel if material breach of contract is not cured within a reasonable period of time. Only the state can cancel for convenience with 30 days prior written notice.
- **Default.** The following shall be events of default under this Agreement: (a) User's failure to pay maintenance fees, or charges when due unless negotiations are currently being conducted prior to payment due date; (b) a party's breach of its duty of confidentiality; or (c) a party's material breach of any other provision of this Agreement or the License Agreement.
- **Survival of Remedies.** Termination shall not affect the right of either party to exercise or enforce any remedy or right it may have (a) as a result of events occurring before termination, or (b) involving an actual or threatened disclosure of confidential or proprietary information.
- **Return of Property.** Upon termination of this Agreement for material breach, each party shall promptly return property of the other in its possession, including Enhancements, diagnostic tools, and manuals furnished by GWI to User. However, if the termination is for GWI's default, User may retain such Enhancements, diagnostic tools, and manuals for the remainder of the current term of this Agreement.

d. Warranties and Indemnities.

- **No Warranty of Results.** GWI will use its best efforts to correct any material Software error, but GWI does not guarantee service results or warrant that all errors will be corrected.

e. Liability and Remedies.

- **Limitation of Warranties.** THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- **Limitation of Damages.** GWI'S TOTAL LIABILITY TO USER UNDER THIS AGREEMENT FOR DAMAGES, WHETHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE, OR FOR THE LOSS OF PROFIT, REVENUE, OR DATA, SHALL NOT EXCEED THE AMOUNT OF ONE YEAR'S FEE HEREUNDER. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO BODILY INJURY (INCLUDING DEATH), COPYRIGHT INFRINGEMENT, AND NEGLIGENT/WILLFUL MISCONDUCT OF GWI RESULTING IN DAMAGES TO TANGIBLE PROPERTY OF THE STATE.
- **Force Majeure.** GWI shall not be responsible for failure to perform its obligations under this Agreement due to causes beyond its control.

5. **"c.Support-IT"** is a customer support application designed for the Lotus Domino and Lotus Notes environment. It has been developed specifically for supporting internal, I.T. helpdesk activities.

c.Support-IT consists of:

- Technician Portal
- End User Desktop
- Incident Management
- Customer Satisfaction Surveys
- Parts & Labor tracking
- Statistics capture & reporting

- c.Knowledge, advanced knowledge mgmt.
- Caller Profiles
- Asset Management
- Service Level Agreements
- Task management.
- Single-point system Configuration
- Web Client

c.Support - Web Client integrates your Help Desk operation with the Internet or your Intranet. The Web Client allows your customers and/or Technicians to access c.Support-IT from a Browser.

This document specifically offers our **Enterprise** level license for c.Support to the State of Missouri. Our “Enterprise” License provides for unlimited use of c.Support throughout all locations of the State of Missouri. There are no limitations, either physical or logical, pertaining to the number of locations that can be deployed, the number of computers utilized, or the number of users that can access the software.

Pricing for the Period of July 1, 2008 through June 30, 2010.

DESCRIPTION	UNIT OF MEASURE	RENEWAL PRICE
Training, Onsite for 4 days, expenses included	Total	\$ 8, 500
Maintenance Upgrade Program - ONE YEAR Includes: all upgrades to products purchased for one year and is renewable.	One Year	\$ 31, 500
Maintenance Upgrade Program – TWO YEARS Includes: all upgrades to products purchased for two years and is renewable.	Two Years	\$ 47, 250
Technical Support, 10 pak Includes: Additional 10-Pak of Technical Support Incidents with No time limit to use them and extends access to Technical Support if Incidents included with Maintenance Upgrade program are all used.	Total	\$ 1, 500
Unlimited Technical Support Includes unlimited technical support Incidents for one year with Technical Support available by phone or web site	Year	\$ 3, 000
Customer Client Licenses (CCL’s) for End User Desktop access. Licenses must be purchased for each Server that will offer an “End User Desktop”		
• CCL’s for up to 1,000 people		\$ 2, 900
• CCL’s for up to 3,000 people		\$ 2, 900
• CCL’s for up to 5,000 people		\$ 2, 900
• Unlimited CCL’s		\$ 2, 900
	Total	