



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

NOTIFICATION OF STATEWIDE CONTRACT

January 1, 2010

TITLE: STELLENT (ORACLE IPM) & KOFAX LICENSING & MAINTENANCE

CONTRACT PERIOD: January 1, 2010 through December 31, 2010

BUYER: Name Earl Pettit
Phone (573) 751-5430
Email: earl.pettit@oa.mo.gov

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 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.

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

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C206008001	4810404240 0	<p>PLEASE NOTE NEW CONTACT INFORMATION</p> <p>TALLGRASS TECHNOLOGIES</p> <p>CONTACT: JAMES PEARCE PHONE: (800) 365-9886 FAX: (913) 492-2897 EMAIL: jpearce@tallgrasstech.com</p> <p>PLEASE NOTE NEW CONTACT INFORMATION</p>	NO	YES

STATEWIDE CONTRACT HISTORY

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

Contract Period	Issue Date	Summary of Changes
01/01/10 to 12/31/10	1/01/10	Renewal of contract at the same prices as during the previous contract period. Updated vendor contact information.
01/01/09 to 12/31/09	1/26/09	Renewal of contract and pricing updates. Updated vendor contact information. Oracle Corporation acquired Stellent, Inc. in December of 2006. Stellent, Acorde, and Optika products have been replaced by <u>Oracle IPM</u> named products (functionality of the products and all other terms, conditions, and provisions of the contract shall remain the same).
01/01/08 to 12/31/08	08/05/08	Entered correct link for travel regulations on Page 6.
01/01/08 to 12/31/08	02/26/08	Renewal of contract and updates on pricing pages. Updated buyer contact information.
01/01/07 to 12/31/07	09/17/07	Contract administration buyer transfer
01/01/07 to 12/31/07	06/07/07	Renewal of contract and updates on pricing page
01/01/06 to 12/31/06	8/23/06	Note added to Section 6, Maintenance Support Services Requirements.
01/01/06 to 12/31/06	03/29/06	Updated NOA w/ new FEIN for Tallgrass Technologies. All POs/Payments should now be issued against 4810404240 0.
01/01/06 to 12/31/06	02/14/06	Initial issuance of new statewide contract.

GENERAL CONTRACT INFORMATION

1. Purpose:

Contract C206008001 establishes a statewide contract for Stellent (formerly Optika) and Kofax Imaging System software licensing and maintenance support services. This contract is only for on-going Stellent (Oracle IPM) and Kofax Imaging Software Licensing and Maintenance Support Services for existing Imaging Systems installed in various State of Missouri agencies.

The resulting contract shall only be for acquiring additional user software licenses and software upgrades to the already installed, existing Stellent (Oracle IPM) and Kofax Imaging systems and the maintenance support services thereof. No new software imaging systems shall be purchased from this contract.

2. Contract Period:

The initial contract period shall be January 1, 2006 through December 31, 2006.

3. Renewal Options:

The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for five (5) additional one-year periods, or any portion thereof.

Final Potential Expiration: 12/31/11

4. Price:

All prices shall be as indicated on the Pricing Page for each specified agency. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

5. General Performance Requirements:

- Tallgrass Technologies shall provide all services on an as needed, if needed basis. There is no minimum or maximum amount of the contractor's products/services that are required.
- Tallgrass Technologies understands and agrees that the State shall reserve the right to reject/request substitution of any of the contractor's technician(s).
- Tallgrass Technologies shall sell add-on software for the agencies specified on the pricing page that currently have the Stellent (Oracle IPM) and Kofax Imaging System(s).

6. Maintenance Support Services Requirements:

NOTE: When calling in Maintenance Support Services Requests, **USE THE SEVERITY LEVELS BELOW** in reporting problems to the contractor. Record date, time, and reason for calling to have documentation for the response time guarantee below.

The contractor shall provide maintenance (e.g. upgrades/new releases) and technical support for all Stellant (Oracle IPM) and Kofax software at the agencies specified in the RFP background section 1.4, including ongoing telephone support, onsite technical support as needed, problem determination, and resolution. So long as the State of Missouri pays the maintenance fees as specified within this document, the contractor shall provide to the State of Missouri all generally publicly available improvements and additions to the functionality, as well as new functions, of the Licensed Software and provide the maintenance services as specified herein.

If onsite support is needed, the dispatched technician must stay onsite during business hours until such time that the problem is fully resolved and the agency has accepted the program fix/resolution, unless otherwise agreed to by the agency. The *yearly* maintenance support coverage shall include on-site technical services when such has been mutually determined that a service technician is required on-site for the maintenance and technical service.

Tallgrass Technologies standard support is Monday – Friday, 8:00 AM – 5: PM, Central Standard Time. Unlimited telephone technical support is available during these hours.

The contract must provide unlimited telephone technical support during the technical support coverage period specified above.

In lieu of a monthly support agreement, the contractor must provide the option of on-site time and materials maintenance support. This time and materials maintenance shall be an optional maintenance support coverage that is separate and in lieu of the *yearly* maintenance support. It shall be at the sole discretion of an agency to choose this time and materials support. Pricing is listed on the following pricing table.

The contractor shall be responsive and timely to maintenance/technical support calls/inquiries made by state agency. The agency reserves the right to determine and assign levels of severity for the issue/support problems.

- Depending upon the severity of the issue/support problem shall determine the *average problem resolution response time* in any calendar month of the contract as follows:

Severity Level 1 shall be defined as urgent situations, when the agency's production system is down and the agency is unable to use the Licensed Programs, the contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call within one (1) business hour. The contractor shall resolve Severity Level 1 problems as quickly as possible, which on average shall not exceed two (2) business days, unless otherwise authorized in writing by the agency.

Severity Level 2 shall be defined as a critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the agency's environment. The Licensed Program may operate but is severely restricted (for example, a frequently used subcommand gives an incorrect response). The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call within two (2) business hours. The contractor shall resolve Severity Level 2 problems as quickly as

possible, which on average shall not exceed three (3) business days, unless otherwise authorized in writing by the agency.

Severity Level 3 shall be defined as a minor problem that exists with the Licensed Programs but the majority of the functions are still usable and some circumvention may be required to provide service (for example, an infrequently used subcommand gives an incorrect response). The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call on average within three (3) business hours. The contractor shall resolve Severity Level 3 problems as quickly as possible, which on average shall not exceed six (6) business days, unless otherwise authorized in writing by the agency.

General Assistance: For general software support/help desk calls not covered by the above severity level descriptions, the contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call within four (4) business hours.

Response Time Guarantee: If onsite support is needed, the contractor must provide a technician onsite within four (4) hours.

During any contract period, the contractor's failure to meet the above stated call back, on-site, and/or problem resolution response times on more than two occasions per individual agency in a calendar month, shall result in a ten percent (10%) reduction in any support service billing owed the contractor. This amount shall not exceed the amount of \$1,000 per incident. NOTE: As of July 1, 2006, the Divisions of Accounting, General Services, Purchasing and Materials Management and Personnel shall have their Information Technology consolidated and administered by the Information Technology Services Division (ITSD). Beginning July 1, 2006, all invoicing and maintenance support matters shall be directed to ITSD. The Division of Purchasing and Materials Management shall notify the contractor in writing of any intention to withhold payment of fees pursuant to this section for contractor's failure to perform in accordance with the terms and conditions of this contract agreement. Should the state fail to provide such written notification to the contractor prior to the expiration of the current contract period, it will void the state's ability to withhold payments for services invoiced for that particular period. However, this in no way affects the state's ability to seek such remedy in any subsequent renewal option years should such issues persist. The contractor acknowledges and agrees that such reduced payment of invoices shall in no event impair the obligation or liability of the contractor to perform according to the terms of the contract.

NOTE: If any agency has response time failures from the contractor, the agency must notify the Buyer of Record, Earl Pettit, in writing. The agency needs to keep record of response time issues.

7. Software Warranty:

The contract must provide at a minimum a ninety (90) day warranty on all new software provided. The warranty period shall commence upon the date of installation of the software.

8. Travel Expenses:

Agencies on yearly maintenance support shall not owe travel expenses. All travel expenses must be included with the firm, fixed pricing in Exhibit A for the yearly maintenance support. There shall be no additional travel expenses charged for the *yearly* maintenance support.

Agencies utilizing time and materials shall reimburse the contractor for actual and reasonable expenses in accordance with the Office of Administration's travel regulations (<http://www.sos.mo.gov/adrules/csr/current/1csr/1c10-11.pdf>).

NOTE: Travel time from the technician's office or residence to the state agency facility and travel time from the state agency facility to the technician's office or residence shall NOT be considered billable time and shall not be included in any time and materials or maintenance support pricing.

PRICING PAGES

NOTE: Each Agency has their own line item as specified in the below pricing table. Please be sure to utilize the line item applicable when entering into SAMII.

IT SHALL BE THE SOLE OPTION OF THE AGENCY(S) TO CHOOSE EITHER A YEARLY MAINTENANCE SUBSCRIPTION OR TIME AND MATERIALS SUPPORT. PRICING FOR YEARLY MAINTENANCE IS UNDER 1. TIME & MATERIALS IS UNDER 2.

1 On-Site Maintenance Support Services (Commodity Code 92047):

The *YEARLY* maintenance pricing listed per agency is subject to change due to an agency's desire to either add additional software and/or to discontinue maintenance on one, some, or all of its licensed software. If maintenance is suspended on any particular software product and/or feature currently licensed, then the total maintenance fees on the remaining products licensed shall decrease by that portion or amounts as specifically denoted of the maintenance price attributable to the suspended maintenance for the particular product.

LINE ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
001	Department of Revenue – Division of Customer Services/Taxation Maintenance Support Services Coverage 9 hours per day Monday – Friday To include unlimited telephone technical support, onsite technical services as needed, software enhancements, corrections, modifications, new releases of the Stellent (Oracle IPM) and Kofax licensed product and all travel expenses.	Per Year	\$62,488.00
002	Department of Revenue – Division of Customer Services/Motor Vehicle & License Maintenance Support Services Coverage 9 hours per day Monday – Friday To include unlimited telephone technical support, onsite technical services as needed, software enhancements, corrections, modifications, new releases of the Stellent (Oracle IPM) and Kofax licensed product and all travel expenses.	Per Year	Systems and Pricing Merged with 001 above
003	Missouri Lottery Maintenance Support Services Coverage 9 hours per day Monday – Friday To include unlimited telephone technical support, onsite technical services as needed, software enhancements, corrections, modifications, new releases of the Stellent (Oracle IPM) and Kofax licensed product and all travel expenses.	Per Year	\$3,210.00
004	Division of Professional Registration Maintenance Support Services Coverage 9 hours per day Monday – Friday To include unlimited telephone technical support, onsite technical services as needed, software enhancements, corrections, modifications, new releases of the Stellent (Oracle IPM) and Kofax licensed product and all travel expenses.	Per Year	\$44,940.00

005	Missouri Ethics Commission Maintenance Support Services Coverage 9 hours per day Monday – Friday To include unlimited telephone technical support, onsite technical services as needed, software enhancements, corrections, modifications, new releases of the Stellent (Oracle IPM) and Kofax licensed product and all travel expenses.	Per Year	\$2,354.00
006	Department of Insurance Maintenance Support Services Coverage 9 hours per day Monday – Friday To include unlimited telephone technical support, onsite technical services as needed, software enhancements, corrections, modifications, new releases of the Stellent (Oracle IPM) licensed product and all travel expenses.	Per Year	\$3,959.00
007	Missouri Department of Transportation Division of Motor Carrier Services Maintenance Support Services Coverage 9 hours per day Monday – Friday To include unlimited telephone technical support, onsite technical services as needed, software enhancements, corrections, modifications, and new releases of the Stellent (Oracle IPM) and Kofax licensed product and all travel expenses.	Per Year	\$7,490.00
008	Missouri Department of Accounting* Maintenance Support Services Coverage 9 hours per day Monday – Friday To include unlimited telephone technical support, onsite technical services as needed, software enhancements, corrections, modifications, and new releases of the Stellent (Oracle IPM) and Kofax licensed product and all travel expenses.	Per Year	\$1,498.00
010	Missouri Division of Purchasing and Materials Management* Maintenance Support Services Coverage 9 hours per day Monday-Friday To include unlimited telephone technical support, onsite technical services as needed, software enhancements, corrections, modifications, and new releases of the Stellent (Oracle IPM) and Kofax licensed product and all travel expenses.	Per Year	\$4,494.00
011	Missouri Division of General Services* Maintenance Support Services Coverage 9 hours per day Monday – Friday To include unlimited telephone technical support, onsite technical services as needed, software enhancements, corrections, modifications, and new releases of the Stellent (Oracle IPM) and Kofax licensed product and all travel expenses.	Per Year	\$5,671.00
012	Missouri Division of Higher Education* Maintenance Support Services Coverage 9 hours per day Monday – Friday To include unlimited telephone technical support, onsite technical services as needed, software enhancements, corrections, modifications, and new releases of the Stellent (Oracle IPM) and Kofax licensed product and all travel expenses.	Per Year	\$3,531.00
	NOTE: As of July 1, 2006, The above Divisions with an asterisks () behind them shall have their Information Technology consolidated and administered by the Information Technology Services Division (ITSD). Beginning July 1, 2006, all invoicing and maintenance support matters shall be directed to ITSD.		

2. OTHER COSTS & ADD-ON SOFTWARE LICENSING

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE
Optional On-Site Time & Materials Maintenance Support Services	Per Hour	\$133.75
Cost to upgrade Kofax software to the current version and put under maintenance (refer to paragraph 1.4.8)	Upgrade Total	\$1,650.00
Maintenance Support Services Coverage 9 hours per day Monday – Friday To include unlimited telephone technical support, onsite technical services as needed, software enhancements, corrections, modifications, and new releases of the Kofax licensed product.	Maintenance Total	\$990.00 / year

DESCRIPTION	UNIT OF MEASURE	ADDITIONAL SOFTWARE ACQUISITIONS	MAINTENANCE/ SUPPORT SERVICES
Acorde (Oracle IPM) Production Client	Each	\$150.00	\$24.72/ year
Acorde (Oracle IPM) Email Module	Each	\$6,600.00	\$815.76/year
Kofax Ascent Capture Scanning Software version 5x or higher, 5,000 Images Per Month License, Single	Total	\$895.00	\$174.07/year
Kofax Ascent Capture Scanning Software version 5x or higher, 25,000 Images Per Month License, Single	Total	\$3,000.00	\$556.20/year
Kofax Ascent Capture Scanning Software version 5x or higher,, 75,000 Images Per Month License, Single	Total	\$4,500.00	\$906.40/year
Kofax Ascent Capture Scanning Software version 5x or higher,, 200,000 Images Per Month License, Single	Total	\$9,500.00	\$1,761.30/year
Kofax Ascent Capture Scanning Software version 5x or higher,, 500,000 Images Per Month License, Single	Total	\$14,500.00	\$2,688.30/year
Kofax Ascent Capture Scanning Software version 5x or higher,, 1,000,000 Images Per Month License, Single	Total	\$19,500.00	\$3,502.00/year
Ascent Capture v5.x Workstation	Each	\$2,500.00	\$534.57/ year
RightFax 6.0 Server, includes one channel	Each	\$1,895.00	Not Applicable
RightFax Additional Channel	Each	\$799.00	Not Applicable
Conversion Setup (converting from IBM ImagePlus to Optika Acorde (Oracle IPM))	Each	\$9,900.00	Not Applicable
Conversion Configuration for Each Department	Each	\$4,950.00	Not Applicable
MO:DCA Image Conversion	Each	\$.075/ Page	Not Applicable
• TIFF Image Conversion	Each	\$.033/Page	Not Applicable

OPTIONAL PRICING FOR STELLENT (OPTIKA) (Oracle IPM) ACORDE SOFTWARE LICENSES

Concurrent User Connection	Single Acorde (Oracle IPM) Product Solution			Two Acorde (Oracle IPM) Product Solutions		Acorde (Oracle IPM) Suite
	Image Management	ERM	Business Process Management	Image/ERM	Image Management/BPM	Image Management/ERM/BPM
1 to 40	\$1,505.00	\$1,204.00	\$645.00	\$2,032.00	\$1,720.00	\$2,175.00
41 to 240	\$1,195.00	\$995.00	\$512.00	\$1,613.00	\$1,366.00	\$1,729.00
241 to 440	\$974.00	\$778.00	\$418.00	\$1,315.00	\$1,113.00	\$1,409.00
441 to 640	\$885.00	\$708.00	\$379.00	\$1,195.00	\$1,012.00	\$1,153.00
641 to 840	\$797.00	\$638.00	342.000	\$1,076.00	\$910.00	\$1,153.00
841 to 1,100	\$752.00	\$601.00	\$322.00	\$1,015.00	\$860.00	\$1,090.00
1,050 to 1,400	\$708.00	\$566.00	\$303.00	\$995.00	\$809.00	\$1,026.00
1,401 +	\$664.00	\$531.00	\$284.00	\$896.00	\$759.00	\$962.00

OPTIONAL PRICING FOR STELLENT (OPTIKA) ACORDE (Oracle IPM) YEARLY SOFTWARE MAINTENANCE						
Concurrent User Connection	Single Acorde (Oracle IPM) Product Solution			Two Acorde (Oracle IPM) Product Solutions		Acorde (Oracle IPM) Suite
	Image Management	ERM	Business Process Management	Image/ERM	Image Management/BPM	Image Management/ERM/BPM
1 to 40	\$190.34	\$190.34	\$190.34	\$217.54	\$217.54	\$217.54
41 to 240	\$190.34	\$190.34	\$190.34	\$217.54	\$217.54	\$217.54
241 to 440	\$163.15	\$163.15	\$163.15	\$190.34	\$190.34	\$217.54
441 to 640	\$146.10	\$146.10	\$146.10	\$169.95	\$169.95	\$210.74
641 to 840	\$132.50	\$132.50	\$132.50	\$152.89	\$152.89	\$190.34
841 to 1,100	\$125.70	\$125.70	\$125.70	\$142.76	\$142.76	\$180.09
1,050 to 1,400	\$118.90	\$118.90	\$118.90	\$134.60	\$134.60	\$169.95
1,401 +	\$110.13	\$110.13	\$110.13	\$127.80	\$127.80	\$159.69

Stellent Backend Services	
Description	Annual Maintenance
Acorde (<i>Oracle IPM</i>) Request Broker Service	\$1,133.00
Acorde (<i>Oracle IPM</i>) Info Broker Service	\$1,133.00
Acorde (<i>Oracle IPM</i>) Alert Service	\$566.50
Acorde (<i>Oracle IPM</i>) Name Service	\$566.50
Acorde (<i>Oracle IPM</i>) DSMS Service	\$1,133.00
Acorde (<i>Oracle IPM</i>) Process Broker Service	\$679.80
Acorde (<i>Oracle IPM</i>) Security Admin Service	\$566.50
Acorde (<i>Oracle IPM</i>) Storage Service	\$1,699.50
Acorde (<i>Oracle IPM</i>) Print Service	\$339.00
Acorde (<i>Oracle IPM</i>) Filer Service	\$793.10
Acorde (<i>Oracle IPM</i>) Process Injector Service	\$793.10
Acorde (<i>Oracle IPM</i>) Process Transact Service	\$793.10
Acorde (<i>Oracle IPM</i>) Audit Service	\$566.50
Acorde (<i>Oracle IPM</i>) COLD Index Manager	\$509.85
Acorde (<i>Oracle IPM</i>) Document Index Service	\$509.85
Acorde (<i>Oracle IPM</i>) User Connection Manager Service	\$509.85
Acorde (<i>Oracle IPM</i>) Web Service	\$509.85