

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 1 of 6	ORDER DATE 06/30/15
BUSINESS UNIT 65050017	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 507213	
VENDOR ADDRESS: DATA SYSTEMS INTERNATIONAL INC 1201 WALNUT ST STE 1100 KANSAS CITY MO 64106-2240	

CONTRACT NUMBER
18997 04

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JULY 11, 2015 THROUGH JULY 10, 2016

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 1328 Z1

Contract to supply and deliver an automated data collection (ADC) application (bar code application) for use in the maintenance of inventory, shipping, receiving and manufacturing functions to Cornhusker State Industries (CSI), Nebraska Department of Correctional Services to the State of Nebraska as per the attached specifications for the contract period July 11, 2015 through July 10, 2016. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <<http://www.das.state.ne.us/accounting/forms/achenrol.pdf>>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the Request For Proposal, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <http://das.nebraska.gov/lb403/attestation_form.pdf>
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Request for Proposal shall incorporate the following documents:

7/2/15
OK
Michelle Thompson
BUYER
6-30-15
MATERIEL ADMINISTRATOR

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VENDOR NUMBER: 507213	

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1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Request for Proposal form and the Contractor' s proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request For Proposal form and the Contractor' s proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once Requests for Proposal are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska' s opinion, any limitation on the contractor' s liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor' s bid response.

Vendor Contact: Mark L. Baldwin (Contractural)
 Phone: 913-696-8000
 Fax: 913-696-4081

Vendor Contact: Josh Vance, Account Executive
 Phone: 816-416-5123
 Cellular: 913-626-5154
 Fax: 816-416-7300
 E-Mail: josh.vance@dsionline.com

THIS IS THE FIFTH RENEWAL OF THE CONTRACT AS AMENDED. (06/25/15 djo)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
4	TRAVEL EXPENSES AIR TRAVEL, LODGING, FOOD, MILEAGE	7,081.0400	\$	1.0000	7,081.04
9	INTERMEC CN3 CN3S BASE CONFIGURATION INCLUDES WM 5.0, 128MB RAM, 128MB ROM, SMARTSYSTEMS(tm), 802.11 B/G (8X) AND BLUETOOTH, QWERTY KEYBOARD, 2D AREA IMAGER, PRODUCT NO. CN3BQH84000E100	200.0000	EA	1,355.5800	271,116.00
11	CN3, SINGLE SLOT COMM DOCK PRODUCT NO. 871-025-002	200.0000	EA	152.2900	30,458.00

MT 6.30.15
BUYER INITIALS

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
12	UNIVERSAL POWER SUPPLY PRODUCT NO. 851-082-203 FOR CN3 SINGLE	200.0000	EA	80.9200	16,184.00
13	US POWER CORD PRODUCT NO. 1-974028-025 FOR CN3 SINGLE, CN3 QUAD	200.0000	EA	6.6600	1,332.00
14	CN3 QUAD BATTERY CHARGER PRODUCT NO. 852-065-002	10.0000	EA	309.5200	3,095.20
15	DCLINK FOR ONEWORLD SOFTWARE (ONE USER LICENSE PER DEVICE)	200.0000	EA	1,379.0000	275,800.00
20	USB A-B COMMUNICATIONS CABLE PRODUCT NO. 321-576-004	200.0000	EA	33.3300	6,666.00
22	USER LICENSES (ADDITIONAL) SOFTWARE LICENSE FEES	100.0000	EA	1,379.0000	137,900.00
26	DESKTOP PRINTER TLP2844 THERMAL TRANSFER BARCODE PRINTER 203 DPI, 4.09" PRINT WIDTH, 4 IPS SERIAL & USB, 8MB/4MB, FLASH	25.0000	EA	396.5600	9,914.00
27	MEDIA - PRINTER RIBBON 5100 PREMIUM RESIN RIBBON (2.50 INCH WIDTH X 244 FEET - SINGLE ROLL) USE W/POLY PAPER	30.0000	EA	5.6000	168.00
28	MEDALLION SERVICE ZEBRACARE STANDARD SERVICE 2844Z 3 YR (3-5 DAY TURNAROUND ON REPAIRS)	30.0000	EA	110.0000	3,300.00
29	MEDIA-LABELS, NO BARCODE .75"HX2"W DURABLE WHITE POLYESTER LABELS W/AGGRESSIVE 2 MIL PERMANENT ADHESIVE PRE-PRINTED W/CLEAR POLYESTER LAMINATION 2 - COLOR W/NO BARCODE	60.0000	EA	400.0000	24,000.00
34	EXTENDED CAPACITY BATTERY CN3 PRODUCT NO. 318-016-002	200.0000	EA	151.4300	30,286.00

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
35	UNIVERSAL POWER SUPPLY FOR CN3 QUAD PRODUCT NO. 851-082-203	10.0000	EA	80.9200	809.20
36	AC PWR SUPPLY W/BARREL JACK PRODUCT NO. 851-089-203 CAN CHARGE CN3 W/OUT DOCK, NEED BELOW AC/DC POWER ADAPTER & LINE CORD FOR AC PWR SUPP	100.0000	EA	33.3300	3,333.00
37	US POWER CORD FOR AC POWER SUPPLY W/BARREL JACK PRODUCT NO. 1-974028-025	100.0000	EA	6.6600	666.00
38	AC/DC POWER ADAPTER PRODUCT NO. 851-090-001	100.0000	EA	16.1900	1,619.00
39	AUTO CIGARETTE LIGHTER ADAPTER W/BARREL JACK FOR CN3 NEED BELOW AC/DC POWER ADAPTER FOR AUTO CIGARETTE LIGHTER, PRODUCT NO. 852-066-001	100.0000	EA	80.9200	8,092.00
40	AC/DC POWER ADAPTER PRODUCT NO. 851-090-001	100.0000	EA	16.1900	1,619.00
41	MEDALLION SERVICE BRONZ 1 YEAR-5 DAY DEPOT FOR CN3, PRODUCT NO. MEDC2-BRZ-1	200.0000	EA	128.0000	25,600.00
42	MEDALLION SERVICE BRONZE COMPLETE 3 YEAR 5-DAY DEPOT FOR CN3, PRODUCT NO. MEDC2-BRZ-3C	200.0000	EA	318.0000	63,600.00
43	CK3 ALPHA/NUM, 128MB/256M 802. 11B-G, BLUETOOTH EV12 LINEAR IMAGER AND WM6.1, SD CAPABLE, PRODUCT NO. CK3B20D00E100	10.0000	EA	1,265.1400	12,651.40
45	EXTENDED CAPACITY BATTERY CK3 PRODUCT NO. 318-034-001	10.0000	EA	77.7500	777.50
46	CK3 PISTOL GRIP KIT-REPLACES HAND STRAP PRODUCT NO. 203-879-001	10.0000	EA	90.5300	905.30

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
47	CK3 SINGLE DOCK, AD20- 1 PER LOCATION TO LOAD DEVICE PRODUCT NO. 871-228-101	10.0000	EA	166.7600	1,667.60
48	POWER SUPPLY FOR SINGLE DOCK 1 PER LOCATION PRODUCT NO. 851-061-208	10.0000	EA	41.6300	416.30
49	AC POWER CORD FOR US FOR COMM DOCK, PRODUCT NO. 1-974028-025	10.0000	EA	6.6600	66.60
50	USB A-TO USB MICROB TO LOAD DEVICE, PRODUCT NO. 236-209-001	10.0000	EA	28.5900	285.90
55	STANDARD BELT HOLSTER WITH HANDLE, PRODUCT NO. 825-199-001	10.0000	EA	71.4300	714.30
57	US POWER CORD FOR AC POWER SUPPLY W/BARREL JACK PRODUCT NO. 1-974028-025	5.0000	EA	6.6600	33.30
61	MEDALLION SERVICE BRONZE 1 YEAR-5 DAY DEPOT FOR CK3, PRODUCT NO. MEDCI-BRZ-1	10.0000	EA	149.0000	1,490.00
62	MEDALLION SERVICE BRONZE COMPLETE 3 YEAR 5-DAY DEPOT FOR CK3, PRODUCT NO. MEDCI-BRZ-3	10.0000	EA	378.0000	3,780.00
64	CK31 SPARE BATTERY, 2400 MAH PRODUCT NO. 318-020-001	20.0000	EA	101.7500	2,035.00
65	CK31 PISTOL GRIP HANDLE W/TRIGGER PRODUCT NO. 203-754-001	10.0000	EA	111.0000	1,110.00
66	CK31, SINGLE SLOT COMM DOCK/CHARGER PRODUCT NO. 225-709-002	10.0000	EA	259.0000	2,590.00
67	USB A-B COMMUNICATIONS CABL PRODUCT NO. 321-576-004	10.0000	EA	33.330	333.30
68	UNIVERSAL POWER SUPPLY	10.0000	EA	80.9200	809.20

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BUSINESS UNIT 65050017	BUYER MICHELLE THOMPSON (AS)
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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	PRODUCT NO. 851-082-203				
69	US POWER CORD PRODUCT NO. 1-974028-025	10.0000	EA	6.6600	66.60
70	CK31, QUAD BATTERY CHARGER PRODUCT NO. 852-904-003	5.0000	EA	319.1300	1,595.65
71	UNIVERSAL POWER SUPPLY PRODUCT NO. 851-082-203	5.0000	EA	80.9200	404.60
72	US POWER CORD PRODUCT NO. 1-974028-025	5.0000	EA	6.6600	33.30
73	PROTECTIVE CASE (LARGE BACK FOR THE CK31 PRODUCT NO. 825-168-001	10.0000	EA	74.0000	740.00
74	CK31 SHOULDER STRAP PRODUCT NO. TM-SS01MC	10.0000	EA	9.3300	93.30
75	MEDALLION SERVICE BRONZE 1YEAR-5 DAY DEPOT FOR CK31 COLOR, PRODUCT NO. MEDCI-BRZ-1	10.0000	EA	149.0000	1,490.00
76	MEDALLION SERVICE BRONZE DAY 1 3YEAR-5 DAY DEPOT FOR CK31 COLOR, PRODUCT NO. MEDCI-BRZ-3C	10.0000	EA	378.0000	3,780.00
82	PRINTSERVER, EXTERNAL ZEBRA NET 10/100 (FOR LINE 26)	25.0000	EA	171.3600	4,284.00
Total Order					964,791.59

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BUSINESS UNIT 65050017	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 507213	
VENDOR ADDRESS: DATA SYSTEMS INTERNATIONAL INC 1201 WALNUT ST STE 1100 KANSAS CITY MISSOURI 64106-2240	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JULY 11, 2014 THROUGH JULY 10, 2015

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

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Original/Bid Document 1328 Z1

Contract to supply and deliver an automated data collection (ADC) application (bar code application) for use in the maintenance of inventory, shipping, receiving and manufacturing functions to Cornhusker State Industries (CSI), Nebraska Department of Correctional Services as per the attached specifications for the contract period July 11, 2014 through July 10, 2015. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

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The contractor, by signature to the Request For Proposal, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

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1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: http://das.nebraska.gov/lb403/attestation_form.pdf
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;

8/22/14
Michelle Thompson
BUYER
8/25/14
MATERIEL ADMINISTRATOR

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PAGE 2 of 6	ORDER DATE 08/22/14
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3. The signed Request for Proposal form and the Contractor's proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request For Proposal form and the Contractor's proposal 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska. Once Requests for Proposal are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

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 Phone: 913-696-8000
 Fax: 913-696-4081

Vendor Contact: Josh Vance, Account Executive
 Phone: 816-416-5123
 Cellular: 913-626-5154
 Fax: 816-416-7300
 E-Mail: josh.vance@dsonline.com

THIS IS THE FOURTH RENEWAL OF THE CONTRACT AS AMENDED. (08/22/2014 ked)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
4	TRAVEL EXPENSES AIR TRAVEL, LODGING, FOOD, MILEAGE	7,081.0400	\$	1.0000	7,081.04
9	INTERMEC CN3 CN3S BASE CONFIGURATION INCLUDES WM 5.0, 128MB RAM, 128MB ROM, SMARTSYSTEMS(tm), 802.11 B/G (8X) AND BLUETOOTH, QWERTY KEYBOARD, 2D AREA IMAGER, PRODUCT NO. CN3BQH84000E100	200.0000	EA	1,355.5800	271,116.00
11	CN3, SINGLE SLOT COMM DOCK PRODUCT NO. 871-025-002	200.0000	EA	152.2900	30,458.00
12	UNIVERSAL POWER SUPPLY	200.0000	EA	80.9200	16,184.00


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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	PRODUCT NO. 851-082-203 FOR CN3 SINGLE				
13	US POWER CORD PRODUCT NO. 1-974028-025 FOR CN3 SINGLE, CN3 QUAD	200.0000	EA	6.6600	1,332.00
14	CN3 QUAD BATTERY CHARGER PRODUCT NO. 852-065-002	10.0000	EA	309.5200	3,095.20
15	DCLINK FOR ONEWORLD SOFTWARE (ONE USER LICENSE PER DEVICE)	200.0000	EA	1,379.0000	275,800.00
20	USB A-B COMMUNICATIONS CABLE PRODUCT NO. 321-576-004	200.0000	EA	33.3300	6,666.00
22	USER LICENSES (ADDITIONAL) SOFTWARE LICENSE FEES	100.0000	EA	1,379.0000	137,900.00
26	DESKTOP PRINTER TLP2844 THERMAL TRANSFER BARCODE PRINTER 203 DPI, 4.09" PRINT WIDTH, 4 IPS SERIAL & USB, 8MB/4MB, FLASH	25.0000	EA	396.5600	9,914.00
27	MEDIA - PRINTER RIBBON 5100 PREMIUM RESIN RIBBON (2.50 INCH WIDTH X 244 FEET - SINGLE ROLL) USE W/POLY PAPER	30.0000	EA	5.6000	168.00
28	MEDALLION SERVICE ZEBRACARE STANDARD SERVICE 2844Z 3 YR (3-5 DAY TURNAROUND ON REPAIRS)	30.0000	EA	110.0000	3,300.00
29	MEDIA-LABELS, NO BARCODE .75"HX2"W DURABLE WHITE POLYESTER LABELS W/AGGRESSIVE 2 MIL PERMANENT ADHESIVE PRE-PRINTED W/CLEAR POLYESTER LAMINATION 2 - COLOR W/NO BARCODE	60.0000	EA	400.0000	24,000.00
34	EXTENDED CAPACITY BATTERY CN3 PRODUCT NO. 318-016-002	200.0000	EA	151.4300	30,286.00
35	UNIVERSAL POWER SUPPLY FOR	10.0000	EA	80.9200	809.20

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	CN3 QUAD PRODUCT NO. 851-082-203				
36	AC PWR SUPPLY W/BARREL JACK PRODUCT NO. 851-089-203 CAN CHARGE CN3 W/OUT DOCK, NEED BELOW AC/DC POWER ADAPTER & LINE CORD FOR AC PWR SUPP	100.0000	EA	33.3300	3,333.00
37	US POWER CORD FOR AC POWER SUPPLY W/BARREL JACK PRODUCT NO. 1-974028-025	100.0000	EA	6.6600	666.00
38	AC/DC POWER ADAPTER PRODUCT NO. 851-090-001	100.0000	EA	16.1900	1,619.00
39	AUTO CIGARETTE LIGHTER ADAPTER W/BARREL JACK FOR CN3 NEED BELOW AC/DC POWER ADAPTER FOR AUTO CIGARETTE LIGHTER, PRODUCT NO. 852-066-001	100.0000	EA	80.9200	8,092.00
40	AC/DC POWER ADAPTER PRODUCT NO. 851-090-001	100.0000	EA	16.1900	1,619.00
41	MEDALLION SERVICE BRONZE 1 YEAR-5 DAY DEPOT FOR CN3, PRODUCT NO. MEDC2-BRZ-1	200.0000	EA	128.0000	25,600.00
42	MEDALLION SERVICE BRONZE COMPLETE 3 YEAR 5-DAY DEPOT FOR CN3, PRODUCT NO. MEDC2-BRZ-3C	200.0000	EA	318.0000	63,600.00
43	CK3 ALPHA/NUM, 128MB/256MB 802. 11B-G, BLUETOOTH EV12 LINEAR IMAGER AND WM6.1, SD CAPABLE, PRODUCT NO. CK3B20D00E100	10.0000	EA	1,265.1400	12,651.40
45	EXTENDED CAPACITY BATTERY CK3 PRODUCT NO. 318-034-001	10.0000	EA	77.7500	777.50
46	CK3 PISTOL GRIP KIT-REPLACES HAND STRAP PRODUCT NO. 203-879-001	10.0000	EA	90.5300	905.30
47	CK3 SINGLE DOCK, AD20- 1 PER	10.0000	EA	166.7600	1,667.60


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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	LOCATION TO LOAD DEVICE PRODUCT NO. 871-228-101				
48	POWER SUPPLY FOR SINGLE DOCK 1 PER LOCATION PRODUCT NO. 851-061-208	10.0000	EA	41.6300	416.30
49	AC POWER CORD FOR US FOR COMM DOCK, PRODUCT NO. 1-974028-025	10.0000	EA	6.6600	66.60
50	USB A-TO USB MICROB TO LOAD DEVICE, PRODUCT NO. 236-209-001	10.0000	EA	28.5900	285.90
55	STANDARD BELT HOLSTER WITH HANDLE, PRODUCT NO. 825-199-001	10.0000	EA	71.4300	714.30
57	US POWER CORD FOR AC POWER SUPPLY W/BARREL JACK PRODUCT NO. 1-974028-025	5.0000	EA	6.6600	33.30
61	MEDALLION SERVICE BRONZE 1 YEAR-5 DAY DEPOT FOR CK3, PRODUCT NO. MEDCI-BRZ-1	10.0000	EA	149.0000	1,490.00
62	MEDALLION SERVICE BRONZE COMPLETE 3 YEAR 5-DAY DEPOT FOR CK3, PRODUCT NO. MEDCI-BRZ-3	10.0000	EA	378.0000	3,780.00
64	CK31 SPARE BATTERY, 2400 MAH PRODUCT NO. 318-020-001	20.0000	EA	101.7500	2,035.00
65	CK31 PISTOL GRIP HANDLE W/TRIGGER PRODUCT NO. 203-754-001	10.0000	EA	111.0000	1,110.00
66	CK31, SINGLE SLOT COMM DOCK/CHARGER PRODUCT NO. 225-709-002	10.0000	EA	259.0000	2,590.00
67	USB A-B COMMUNICATIONS CABLE PRODUCT NO. 321-576-004	10.0000	EA	33.3300	333.30
68	UNIVERSAL POWER SUPPLY PRODUCT NO. 851-082-203	10.0000	EA	80.9200	809.20

MT
 BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
 1526 K Street, Suite 130
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 Fax: (402) 471-2089

CONTRACT NUMBER
18997 O4

PAGE 6 of 6	ORDER DATE 08/22/14
BUSINESS UNIT 65050017	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 507213	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
69	US POWER CORD PRODUCT NO. 1-974028-025	10.0000	EA	6.6600	66.60
70	CK31, QUAD BATTERY CHARGER PRODUCT NO. 852-904-003	5.0000	EA	319.1300	1,595.65
71	UNIVERSAL POWER SUPPLY PRODUCT NO. 851-082-203	5.0000	EA	80.9200	404.60
72	US POWER CORD PRODUCT NO. 1-974028-025	5.0000	EA	6.6600	33.30
73	PROTECTIVE CASE (LARGE BACK) FOR THE CK31 PRODUCT NO. 825-168-001	10.0000	EA	74.0000	740.00
74	CK31 SHOULDER STRAP PRODUCT NO. TM-SS01MC	10.0000	EA	9.3300	93.30
75	MEDALLION SERVICE BRONZE 1 1YEAR-5 DAY DEPOT FOR CK31 COLOR, PRODUCT NO. MEDCI-BRZ-1	10.0000	EA	149.0000	1,490.00
76	MEDALLION SERVICE BRONZE DAY 1 3YEAR-5 DAY DEPOT FOR CK31 COLOR, PRODUCT NO. MEDCI-BRZ-3C	10.0000	EA	378.0000	3,780.00
82	PRINTSERVER, EXTERNAL ZEBRA NET 10/100 (FOR LINE 26)	25.0000	EA	171.3600	4,284.00
Total Order					964,791.59


BUYER INITIALS

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Fax: (402) 471-2089

CONTRACT NUMBER
18997 04

PAGE 1 of 5	ORDER DATE 07/10/13
BUSINESS UNIT 65050017	BUYER MICHELLE MUSICK (AS)
VENDOR NUMBER: 507213	
VENDOR ADDRESS: DATA SYSTEMS INTERNATIONAL INC 1201 WALNUT ST STE 1100 KANSAS CITY MISSOURI 64106-2240	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JULY 11, 2013 THROUGH JULY 10, 2014

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 1328Z1

Contract to supply and deliver an automated data collection (ADC) application (bar code application) for use in the maintenance of inventory, shipping, receiving and manufacturing functions to Cornhusker State Industries (CSI), Nebraska Department of Correctional Services (NDCS) for the period from July 11, 2013 through July 10, 2014 with the option to renew for two (2) one (1) year periods as mutually agreed upon by all parties.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

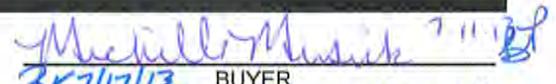
The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;


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CONTRACT NUMBER
18997 04

PAGE 2 of 5	ORDER DATE 07/10/13
BUSINESS UNIT 65050017	BUYER MICHELLE MUSICK (AS)
VENDOR NUMBER: 507213	

4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

CONTACT: Mark L. Baldwin, (Contractural)
 PHONE: 913-696-8000
 FAX: 913-696-4081

CONTACT: Josh Vance, Account Executive
 PHONE: 816-416-5123
 CELL: 913-626-5154
 FAX: 816-416-7300
 EMAIL: josh.vance@dsonline.com

THIS IS THE THIRD RENEWAL OF THE CONTRACT AS AMENDED. (07/10/2013 ked)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
4	TRAVEL EXPENSES air travel, lodging, food, mileage	7,081.0400	\$	1.0000	7,081.04
9	INTERMEC CN3 CN3s base configuration includes WM 5.0, 128MB RAM, 128MB ROM, SmartSystems(tm), 802.11 b/g (8x) and Bluetooth, QWERTY Keyboard, 2D Area Imager, Product No. CN3BQH84000E100	200.0000	EA	1,355.5800	271,116.00
11	CN3, SINGLE SLOT COMM DOCK PRODUCT NO. 871-025-002	200.0000	EA	152.2900	30,458.00
12	UNIVERSAL POWER SUPPLY PRODUCT NO. 851-082-203 for CN3 Single	200.0000	EA	80.9200	16,184.00
13	US POWER CORD PRODUCT NO. 1-974028-025 for CN3 Single, CN3 Quad	200.0000	EA	6.6600	1,332.00
14	CN3 QUAD BATTERY CHARGER PRODUCT NO. 852-065-002	10.0000	EA	309.5200	3,095.20
15	DCLINK FOR ONEWORLD SOFTWARE (one user license per device)	200.0000	EA	1,379.0000	275,800.00
20	USB A - B COMMUNICATIONS CABLE PRODUCT NO. 321-576-004	200.0000	EA	33.3300	6,666.00
22	USER LICENSES (ADDITIONAL) SOFTWARE LICENSE FEES	100.0000	EA	1,379.0000	137,900.00
26	DESKTOP PRINTER	25.0000	EA	396.5600	9,914.00

Mm 7/11/13
BUYER INITIALS

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PAGE 3 of 5	ORDER DATE 07/10/13
BUSINESS UNIT 65050017	BUYER MICHELLE MUSICK (AS)
VENDOR NUMBER: 507213	

CONTRACT NUMBER
18997 04

Line	Description	Quantity	Unit Measure	Unit Price	Extended Price
	TLP2844 Thermal Transfer Barcode Printer 203 dpi, 4.09" Print Width, 4 ips Serial & USB, 8MB/4MB, Flash				
27	MEDIA - PRINTER RIBBON 5100 Premium Resin Ribbon (2.50 Inch Width x 244 feet - Single Roll) Use w/Poly Paper	30.0000	EA	5.6000	168.00
28	MEDIALLION SERVICE ZebraCare Standard Service 2844Z 3 Yr (3-5 Day Turnaround on Repairs)	30.0000	EA	110.0000	3,300.00
29	MEDIA-LABELS, NO BARCODE .75"Hx2"W Durable White Polyester labels w/aggressive 2 mil permanent adhesive Pre-Printed w/Clear Polyester Lamination 2 - Color w/NO Barcode	60.0000	EA	400.0000	24,000.00
34	EXTENDED CAPACITY BATTERY CN3 PRODUCT NO. 318-016-002	200.0000	EA	151.4300	30,286.00
35	UNIVERSAL POWER SUPPLY FOR CN3 QUAD Product No. 851-082-203	10.0000	EA	80.9200	809.20
36	AC PWR SUPPLY W/BARREL JACK PRODUCT NO. 851-089-203 Can Charge CN3 w/out Dock, Need Below AC/DC Power Adapter & Line Cord for AC Pwr Supp	100.0000	EA	33.3300	3,333.00
37	US POWER CORD FOR AC POWER SUPPLY W/BARREL JACK Product No. 1-974028-025	100.0000	EA	6.6600	666.00
38	AC/DC POWER ADAPTER PRODUCT NO. 851-090-001	100.0000	EA	16.1900	1,619.00
39	AUTO CIGARETTE LIGHTER ADAPTER W/BARREL JACK FOR CN3 Need Below AC/DC Power Adapter for Auto Cigarette Lighter, Product No. 852-066-001	100.0000	EA	80.9200	8,092.00
40	AC/DC POWER ADAPTER PRODUCT NO. 851-090-001	100.0000	EA	16.1900	1,619.00
41	MEDALLION SERVICE BRONZE 1 YEAR-5 DAY DEPOT FOR CN3, Product No. MEDC2-BRZ-1	200.0000	EA	128.0000	25,600.00
42	MEDALLION SERVICE BRONZE COMPLETE 3 YEAR-5 DAY Depot for CN3, Product No. MEDC2-BRZ-3C	200.0000	EA	318.0000	63,600.00
43	CK3 ALPHA/NUM, 128MB/256MB	10.0000	EA	1,265.1400	12,651.40

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PAGE 4 of 5	ORDER DATE 07/10/13
BUSINESS UNIT 65050017	BUYER MICHELLE MUSICK (AS)
VENDOR NUMBER: 507213	

CONTRACT NUMBER
18997 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	802.11B-G, BLUETOOTH EV12 Linear Imager and WM6.1, SD Capable, Product No. CK3B20D00E100				
45	EXTENDED CAPACITY BATTERY CK3 PRODUCT NO. 318-034-001	10.0000	EA	77.7500	777.50
46	CK3 PISTOL GRIP KIT-REPLACES HAND STRAP Product No. 203-879-001	10.0000	EA	90.5300	905.30
47	CK3 SINGLE DOCK, AD20- 1 PER LOCATION TO LOAD DEVICE Product No. 871-228-101	10.0000	EA	166.7600	1,667.60
48	POWER SUPPLY FOR SINGLE DOCK 1 PER LOCATION Product No. 851-061-208	10.0000	EA	41.6300	416.30
49	AC POWER CORD FOR US FOR COMM DOCK, PRODUCT NO. 1-974028-025	10.0000	EA	6.6600	66.60
50	USB A-TO USB MICROB TO LOAD DEVICE, PRODUCT NO.236-209-001	10.0000	EA	28.5900	285.90
55	STANDARD BELT HOLSTER WITH HANDLE, PRODUCT NO 825-199-001	10.0000	EA	71.4300	714.30
57	US POWER CORD FOR AC POWER SUPPLY W/BARREL JACK Product No. 1-974028-025	5.0000	EA	6.6600	33.30
61	MEDALLION SERVICE BRONZE 1 YEAR-5 DAY DEPOT FOR for CK3, Product No. MEDCI-BRZ-1	10.0000	EA	149.0000	1,490.00
62	MEDALLION SERVICE BRONZE COMPLETE 3 YEAR-5 DAY Depot for CK3, Product No. MEDCI-BRZ-3	10.0000	EA	378.0000	3,780.00
64	CK31 SPARE BATTERY, 2400 MAH PRODUCT NO. 318-020-001	20.0000	EA	101.7500	2,035.00
65	CK31 PISTOL GRIP HANDLE W/TRIGGER Product No. 203-754-001	10.0000	EA	111.0000	1,110.00

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PAGE 5 of 5	ORDER DATE 07/10/13
BUSINESS UNIT 65050017	BUYER MICHELLE MUSICK (AS)
VENDOR NUMBER: 507213	

CONTRACT NUMBER
18997 04

Line	Description	Quantity	Unit Measure	Unit Price	Extended Price
66	CK31, SINGLE SLOT COMM DOCK/CHARGER Product No. 225-709-002	10.0000	EA	259.0000	2,590.00
67	USB A-B COMMUNICATIONS CABLE PRODUCT NO. 321-576-004	10.0000	EA	33.3300	333.30
68	UNIVERSAL POWER SUPPLY PRODUCT NO. 851-082-203	10.0000	EA	80.9200	809.20
69	US POWER CORD PRODUCT NO. 1-974028-025	10.0000	EA	6.6600	66.60
70	CK31, QUAD BATTERY CHARGER PRODUCT NO. 852-904-003	5.0000	EA	319.1300	1,595.65
71	UNIVERSAL POWER SUPPLY PRODUCT NO. 851-082-203	5.0000	EA	80.9200	404.60
72	US POWER CORD PRODUCT NO. 1-974028-025	5.0000	EA	6.6600	33.30
73	PROTECTIVE CASE (LARGE BACK) FOR THE CK31 Product No. 825-168-001	10.0000	EA	74.0000	740.00
74	CK31 SHOULDER STRAP PRODUCT NO. TM-SS01MC	10.0000	EA	9.3300	93.30
75	MEDALLION SERVICE BRONZE DAY 1 1YEAR-5 DAY DEPOT for CK31 Color, Product No. MEDCI-BRZ-1	10.0000	EA	149.0000	1,490.00
76	MEDALLION SERVICE BRONZE DAY 1 3YEAR-5 DAY DEPOT for CK31 Color, Product No. MEDCI-BRZ-3C	10.0000	EA	378.0000	3,780.00
82	PRINTSERVER, EXTERNAL ZEBRA NET 10/100 (FOR LINE 26)	25.0000	EA	171.3600	4,284.00
83	ANNUAL SOFTWARE UPDATE 2013 (PURCHASES THRU 07/10/12)	37,000.0000	\$	1.0000	37,000.00
84	ANNUAL SOFTWARE UPDATE 2013 (PURCHASES THRU 07/12/12)	5,000.0000	\$	1.0000	5,000.00
Total Order					1,006,791.59

MM 7/11/13
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CONTRACT NUMBER
18997 04

PAGE 1 of 6	ORDER DATE 08/17/12
BUSINESS UNIT 65050017	BUYER RUTH GRAY (AS)
VENDOR NUMBER: 507213	
VENDOR ADDRESS: DATA SYSTEMS INTERNATIONAL, INC 7801 W 110 ST OVERLAND PARK KANSAS 66210-2305	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JULY 11, 2012 THROUGH JULY 10, 2013

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

AWARDED FROM RFP NUMBER 1328Z1

Contract to supply and deliver an automated data collection (ADC) application (bar code application) for use in the maintenance of inventory, shipping, receiving and manufacturing functions to Cornhusker State Industries (CSI), Nebraska Department of Correctional Services (NDCS) for the period from July 11, 2012 through July 10, 2013, with the option to renew for three (3) additional one (1) year periods as mutually agreed upon by all parties.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

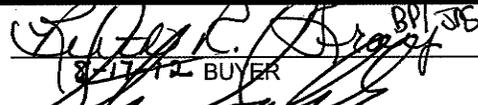
The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;


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 Lincoln, Nebraska 68509-4847
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CONTRACT NUMBER
18997 04

PAGE 2 of 6	ORDER DATE 08/17/12
BUSINESS UNIT 65050017	BUYER RUTH GRAY (AS)
VENDOR NUMBER: 507213	

4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

CONTACT: Mark L. Baldwin, (Contractural)
 PHONE: 913-696-8000
 FAX: 913-696-4081

CONTACT: Josh Vance, Account Executive
 PHONE: 816-416-5123
 CELL: 913-626-5154
 FAX: 816-416-7300
 EMAIL: josh.vance@dsionline.com

THIS IS THE SECOND RENEWAL OF THE CONTRACT. Contract is also being amended for the following: Cancel lines 30, 80 and 81. New manufacturer part number for line 14. Price increases for lines 15 and 22. Price decrease along with new manufacturer part number for line 43. Price decreases for lines 9, 26 and 28. Added lines 82, 83 and 84. Also updated contact information. (08/17/12 djg)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
4	TRAVEL EXPENSES air travel, lodging, food, mileage	7,081.0400	\$	1.0000	7,081.04
9	INTERMEC CN3 CN3s base configuration includes WM 5.0, 128MB RAM, 128MB ROM, SmartSystems(tm), 802.11 b/g (8x) and Bluetooth, QWERTY Keyboard, 2D Area Imager, Product No. CN3BQH84000E100	200.0000	EA	1,355.5800	271,116.00
11	CN3, SINGLE SLOT COMM DOCK PRODUCT NO. 871-025-002	200.0000	EA	152.2900	30,458.00
12	UNIVERSAL POWER SUPPLY PRODUCT NO. 851-082-203 for CN3 Single	200.0000	EA	80.9200	16,184.00
13	US POWER CORD PRODUCT NO. 1-974028-025 for CN3 Single, CN3 Quad	200.0000	EA	6.6600	1,332.00
14	CN3 QUAD BATTERY CHARGER PRODUCT NO. 852-065-002	10.0000	EA	309.5200	3,095.20
15	DCLINK FOR ONEWORLD SOFTWARE (one user license per device)	200.0000	EA	1,379.0000	275,800.00
20	USB A - B COMMUNICATIONS CABLE PRODUCT NO. 321-576-004	200.0000	EA	33.3300	6,666.00
22	USER LICENSES (ADDITIONAL) SOFTWARE LICENSE FEES	100.0000	EA	1,379.0000	137,900.00

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PAGE 3 of 6	ORDER DATE 08/17/12
BUSINESS UNIT 65050017	BUYER RUTH GRAY (AS)
VENDOR NUMBER: 507213	

CONTRACT NUMBER
18997 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
26	DESKTOP PRINTER TLP2844 Thermal Transfer Barcode Printer 203 dpi, 4.09" Print Width, 4 ips Serial & USB, 8MB/4MB, Flash	25.0000	EA	396.5600	9,914.00
27	MEDIA - PRINTER RIBBON 5100 Premium Resin Ribbon (2.50 Inch Width x 244 feet - Single Roll) Use w/Poly Paper	30.0000	EA	5.6000	168.00
28	MEDIALLION SERVICE ZebraCare Standard Service 2844Z 3 Yr (3-5 Day Turnaround on Repairs)	30.0000	EA	110.0000	3,300.00
29	MEDIA-LABELS, NO BARCODE .75"Hx2"W Durable White Polyester labels w/aggressive 2 mil permanent adhesive Pre-Printed w/Clear Polyester Lamination 2 - Color w/NO Barcode	60.0000	EA	400.0000	24,000.00
34	EXTENDED CAPACITY BATTERY CN3 PRODUCT NO. 318-016-002	200.0000	EA	151.4300	30,286.00
35	UNIVERSAL POWER SUPPLY FOR CN3 QUAD Product No. 851-082-203	10.0000	EA	80.9200	809.20
36	AC PWR SUPPLY W/BARREL JACK PRODUCT NO. 851-089-203 Can Charge CN3 w/out Dock, Need Below AC/DC Power Adapter & Line Cord for AC Pwr Supp	100.0000	EA	33.3300	3,333.00
37	US POWER CORD FOR AC POWER SUPPLY W/BARREL JACK Product No. 1-974028-025	100.0000	EA	6.6600	666.00
38	AC/DC POWER ADAPTER PRODUCT NO. 851-090-001	100.0000	EA	16.1900	1,619.00
39	AUTO CIGARETTE LIGHTER ADAPTER W/BARREL JACK FOR CN3 Need Below AC/DC Power Adapter for Auto Cigarette Lighter, Product No. 852-066-001	100.0000	EA	80.9200	8,092.00
40	AC/DC POWER ADAPTER PRODUCT NO. 851-090-001	100.0000	EA	16.1900	1,619.00
41	MEDALLION SERVICE BRONZE 1 YEAR-5 DAY DEPOT FOR CN3, Product No. MEDC2-BRZ-1	200.0000	EA	128.0000	25,600.00
42	MEDALLION SERVICE BRONZE COMPLETE 3 YEAR-5 DAY Depot for CN3, Product No. MEDC2-BRZ-3C	200.0000	EA	318.0000	63,600.00

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PAGE 4 of 6	ORDER DATE 08/17/12
BUSINESS UNIT 65050017	BUYER RUTH GRAY (AS)
VENDOR NUMBER: 507213	

CONTRACT NUMBER
18997 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
43	CK3 ALPHA/NUM, 128MB/256MB 802.11B-G, BLUETOOTH EV12 Linear Imager and WM6.1, SD Capable, Product No. CK3B20D00E100	10.0000	EA	1,265.1400	12,651.40
45	EXTENDED CAPACITY BATTERY CK3 PRODUCT NO. 318-034-001	10.0000	EA	77.7500	777.50
46	CK3 PISTOL GRIP KIT-REPLACES HAND STRAP Product No. 203-879-001	10.0000	EA	90.5300	905.30
47	CK3 SINGLE DOCK, AD20- 1 PER LOCATION TO LOAD DEVICE Product No. 871-228-101	10.0000	EA	166.7600	1,667.60
48	POWER SUPPLY FOR SINGLE DOCK 1 PER LOCATION Product No. 851-061-208	10.0000	EA	41.6300	416.30
49	AC POWER CORD FOR US FOR COMM DOCK, PRODUCT NO. 1-974028-025	10.0000	EA	6.6600	66.60
50	USB A-TO USB MICROB TO LOAD DEVICE, PRODUCT NO.236-209-001	10.0000	EA	28.5900	285.90
55	STANDARD BELT HOLSTER WITH HANDLE, PRODUCT NO 825-199-001	10.0000	EA	71.4300	714.30
57	US POWER CORD FOR AC POWER SUPPLY W/BARREL JACK Product No. 1-974028-025	5.0000	EA	6.6600	33.30
61	MEDALLION SERVICE BRONZE 1 YEAR-5 DAY DEPOT FOR for CK3, Product No. MEDCI-BRZ-1	10.0000	EA	149.0000	1,490.00
62	MEDALLION SERVICE BRONZE COMPLETE 3 YEAR-5 DAY Depot for CK3, Product No. MEDCI-BRZ-3	10.0000	EA	378.0000	3,780.00
64	CK31 SPARE BATTERY, 2400 MAH PRODUCT NO. 318-020-001	20.0000	EA	101.7500	2,035.00
65	CK31 PISTOL GRIP HANDLE W/TRIGGER	10.0000	EA	111.0000	1,110.00

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STATE OF NEBRASKA SERVICE CONTRACT AWARD

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CONTRACT NUMBER
18997 04

PAGE 5 of 6	ORDER DATE 08/17/12
BUSINESS UNIT 65050017	BUYER RUTH GRAY (AS)
VENDOR NUMBER: 507213	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Product No. 203-754-001				
66	CK31, SINGLE SLOT COMM DOCK/CHARGER Product No. 225-709-002	10.0000	EA	259.0000	2,590.00
67	USB A-B COMMUNICATIONS CABLE PRODUCT NO. 321-576-004	10.0000	EA	33.3300	333.30
68	UNIVERSAL POWER SUPPLY PRODUCT NO. 851-082-203	10.0000	EA	80.9200	809.20
69	US POWER CORD PRODUCT NO. 1-974028-025	10.0000	EA	6.6600	66.60
70	CK31, QUAD BATTERY CHARGER PRODUCT NO. 852-904-003	5.0000	EA	319.1300	1,595.65
71	UNIVERSAL POWER SUPPLY PRODUCT NO. 851-082-203	5.0000	EA	80.9200	404.60
72	US POWER CORD PRODUCT NO. 1-974028-025	5.0000	EA	6.6600	33.30
73	PROTECTIVE CASE (LARGE BACK) FOR THE CK31 Product No. 825-168-001	10.0000	EA	74.0000	740.00
74	CK31 SHOULDER STRAP PRODUCT NO. TM-SS01MC	10.0000	EA	9.3300	93.30
75	MEDALLION SERVICE BRONZE DAY 1 1YEAR-5 DAY DEPOT for CK31 Color, Product No. MEDCI-BRZ-1	10.0000	EA	149.0000	1,490.00
76	MEDALLION SERVICE BRONZE DAY 1 3YEAR-5 DAY DEPOT for CK31 Color, Product No. MEDCI-BRZ-3C	10.0000	EA	378.0000	3,780.00
82	PRINTSERVER, EXTERNAL ZEBRA NET 10/100 (FOR LINE 26)	25.0000	EA	171.3600	4,284.00
83	ANNUAL SOFTWARE UPDATE 2013 (PURCHASES THRU 07/10/12)	37,000.0000	\$	1.0000	37,000.00
84	ANNUAL SOFTWARE UPDATE 2013 (PURCHASES THRU 07/12/12)	5,000.0000	\$	1.0000	5,000.00

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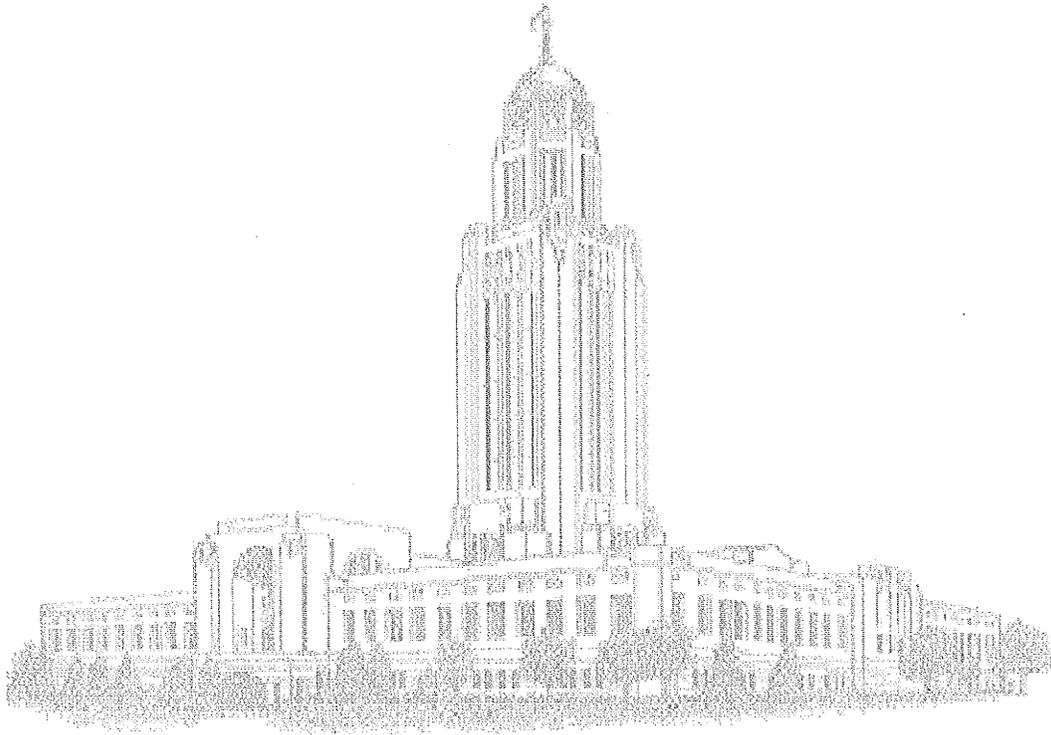
OR

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Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
18997 04

PAGE 6 of 6	ORDER DATE 08/17/12
BUSINESS UNIT 65050017	BUYER RUTH GRAY (AS)
VENDOR NUMBER: 507213	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Total Order				1,006,791.59



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Lincoln, Nebraska 68509-4847
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Fax: (402) 471-2089

CONTRACT NUMBER
18997 04

PAGE 1 of 6	ORDER DATE 10/24/11
BUSINESS UNIT 65050017	BUYER RUTH GRAY (AS)
VENDOR NUMBER: 507213	
VENDOR ADDRESS: DATA SYSTEMS INTERNATIONAL, INC 7801 W 110 ST OVERLAND PARK KANSAS 66210-2305	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JULY 11, 2011 THROUGH JULY 10, 2012

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

AWARDED FROM RFP NUMBER 1328Z1

Contract to supply and deliver an automated data collection (ADC) application (bar code application) for use in the maintenance of inventory, shipping, receiving and manufacturing functions to Cornhusker State Industries (CSI), Nebraska Department of Correctional Services (NDCS) for the period from July 11, 2011 through July 10, 2012, with the option to renew for four (4) additional one (1) year periods as mutually agreed upon by all parties.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

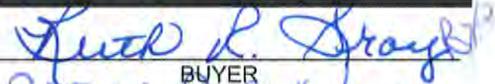
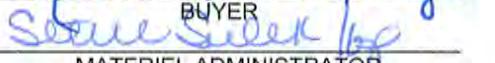
The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;


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STATE OF NEBRASKA SERVICE CONTRACT AWARD

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 301 Centennial Mall South, 1st Floor
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 Telephone: (402) 471-2401
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CONTRACT NUMBER
18997 O4

PAGE 2 of 6	ORDER DATE 10/24/11
BUSINESS UNIT 65050017	BUYER RUTH GRAY (AS)
VENDOR NUMBER: 507213	

3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

CONTACT: Mark L. Baldwin, (Contractural)
 PHONE: 913-696-8000
 FAX: 913-696-4081

CONTACT: Keiko M. Edgar, Account Executive
 PHONE & CELL: 913-696-4028
 FAX: 866-340-4215
 EMAIL: keiko.edgar@dsionline.com

THIS IS THE FIRST RENEWAL OF THIS CONTACT. Contract is also being amended for the following: Cancel lines 6-8, 16-19, 21, 23-25, 77-79. Line description change for line 22. Cancel lines due to item discontinued by manufacturer 10, 44, 54, 56, 58-60 and 63. New manufacturer part numbers for lines 11-12, 35-36, 68 and 71. Price increase for lines 14-15, 22, 41-42, 61 and 66. Price decrease along with new manufacturer part number for lines 70, 75-76. Price decrease for lines 34, 45-48, 50, 62, 64-65, 73-74. Added lines 80 and 81. Also updated contact information. (10/24/11 djg)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
4	travel expenses air travel, lodging, food, mileage	7,081.0400	\$	1.0000	7,081.04
9	Intermec CN3 CN3s base configuration includes WM 5.0, 128MB RAM, 128MB ROM, SmartSystems(tm), 802.11 b/g (8x) and Bluetooth, QWERTY Keyboard, 2D Area Imager, Product No. CN3BQH84000E100	200.0000	EA	1,371.5600	274,312.00
11	CN3, single slot comm dock PRODUCT NO. 871-025-002	200.0000	EA	152.2900	30,458.00
12	universal power supply PRODUCT NO. 851-082-203 for CN3 Single	200.0000	EA	80.9200	16,184.00
13	US power cord Product No. 1-974028-025 for CN3 Single, CN3 Quad	200.0000	EA	6.6600	1,332.00
14	CN3 quad battery charger Product No. 852-065-001	10.0000	EA	309.5200	3,095.20
15	dcLINK for OneWorld software (one user license per device)	200.0000	EA	1,339.0000	267,800.00
20	USB A - B communications cable	200.0000	EA	33.3300	6,666.00

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PAGE 3 of 6	ORDER DATE 10/24/11
BUSINESS UNIT 65050017	BUYER RUTH GRAY (AS)
VENDOR NUMBER: 507213	

CONTRACT NUMBER
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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Product No. 321-576-004				
22	USER LICENSES (ADDITIONAL) Software License Fees	100.0000	EA	1,339.0000	133,900.00
26	desktop printer TLP2844 Thermal Transfer Barcode Printer 203 dpi, 4.09" Print Width, 4 ips Serial & USB, 8MB/4MB, Flash, PrintServerII and ZPLII	25.0000	EA	876.9600	21,924.00
27	MEDIA - PRINTER RIBBON 5100 Premium Resin Ribbon (2.50 Inch Width x 244 feet - Single Roll) Use w/Poly Paper	30.0000	EA	5.6000	168.00
28	mediallion service ZebraCare Standard Service 2844Z 3 Yr (3-5 Day Turnaround on Repairs)	30.0000	EA	127.8000	3,834.00
29	MEDIA-LABELS, NO BARCODE .75"Hx2"W Durable White Polyester labels w/aggressive 2 mil permanent adhesive Pre-Printed w/Clear Polyester Lamination 2 - Color w/NO Barcode	60.0000	EA	400.0000	24,000.00
30	MEDIA-PRE-PRINTED .75"Hx2"W Durable White Polyester labels w/aggressive 2 mil permanent adhesive Pre-Printed w/Clear Polyester Lamination 2- Color w/text and a sequential bar code per customer specifications	30.0000	EA	5,000.0000	150,000.00
34	Extended Capacity Battery CN3 Product No. 318-016-002	200.0000	EA	151.4300	30,286.00
35	Universal Power Supply for CN3 Quad Product No. 851-082-203	10.0000	EA	80.9200	809.20
36	AC Pwr Supply w/Barrel Jack PRODUCT NO. 851-089-203 Can Charge CN3 w/out Dock, Need Below AC/DC Power Adapter & Line Cord for AC Pwr Supp	100.0000	EA	33.3300	3,333.00
37	US Power Cord for AC Power Supply w/Barrel Jack Product No. 1-974028-025	100.0000	EA	6.6600	666.00
38	AC/DC Power Adapter Product No. 851-090-001	100.0000	EA	16.1900	1,619.00
39	Auto Cigarette Lighter Adapter w/Barrel Jack for CN3 Need Below AC/DC Power Adapter for Auto Cigarette Lighter, Product No. 852-066-001	100.0000	EA	80.9200	8,092.00

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CONTRACT NUMBER
18997 O4

PAGE 4 of 6	ORDER DATE 10/24/11
BUSINESS UNIT 65050017	BUYER RUTH GRAY (AS)
VENDOR NUMBER: 507213	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
40	AC/DC Power Adapter Product No. 851-090-001	100.0000	EA	16.1900	1,619.00
41	Medallion Service Bronze 1 Year-5 Day Depot for CN3, Product No. MEDC2-BRZ-1	200.0000	EA	128.0000	25,600.00
42	Medallion Service Bronze Complete 3 Year-5 Day Depot for CN3, Product No. MEDC2-BRZ-3C	200.0000	EA	318.0000	63,600.00
43	CK3 Alpha/Num, 128MB/256MB 802.11b-g, Bluetooth EV12 Linear Imager and WM6.1, SD Capable, Product No. CK3A20D00E100	10.0000	EA	1,371.5600	13,715.60
45	Extended Capacity Battery CK3 Product No. 318-034-001	10.0000	EA	77.7500	777.50
46	CK3 Pistol Grip Kit-Replaces Hand Strap Product No. 203-879-001	10.0000	EA	90.5300	905.30
47	CK3 Single Dock, AD20- 1 Per Location to Load Device Product No. 871-228-101	10.0000	EA	166.7600	1,667.60
48	Power Supply for Single Dock 1 Per Location Product No. 851-061-208	10.0000	EA	41.6300	416.30
49	AC Power Cord for US for Comm Dock, Product No. 1-974028-025	10.0000	EA	6.6600	66.60
50	USB A-to USB MicroB to Load Device, Product No.236-209-001	10.0000	EA	28.5900	285.90
55	Standard Belt Holster with Handle, Product No 825-199-001	10.0000	EA	71.4300	714.30
57	US Power Cord for AC Power	5.0000	EA	6.6600	33.30

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PAGE 5 of 6	ORDER DATE 10/24/11
BUSINESS UNIT 65050017	BUYER RUTH GRAY (AS)
VENDOR NUMBER: 507213	

CONTRACT NUMBER
18997 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Supply w/Barrel Jack Product No. 1-974028-025				
61	Medallion Service Bronze 1 Year-5 Day Depot for for CK3, Product No. MEDCI-BRZ-1	10.0000	EA	149.0000	1,490.00
62	Medallion Service Bronze Complete 3 Year-5 Day Depot for CK3, Product No. MEDCI-BRZ-3	10.0000	EA	378.0000	3,780.00
64	CK31 Spare Battery, 2400 mAh Product No. 318-020-001	20.0000	EA	101.7500	2,035.00
65	CK31 Pistol Grip Handle w/Trigger Product No. 203-754-001	10.0000	EA	111.0000	1,110.00
66	CK31, Single Slot Comm Dock/Charger Product No. 225-709-002	10.0000	EA	259.0000	2,590.00
67	USB A-B Communications Cable Product No. 321-576-004	10.0000	EA	33.3300	333.30
68	Universal Power Supply PRODUCT NO. 851-082-203	10.0000	EA	80.9200	809.20
69	US Power Cord Product No. 1-974028-025	10.0000	EA	6.6600	66.60
70	CK31, Quad Battery Charger PRODUCT NO. 852-904-003	5.0000	EA	319.1300	1,595.65
71	Universal Power Supply PRODUCT NO. 851-082-203	5.0000	EA	80.9200	404.60
72	US Power Cord Product No. 1-974028-025	5.0000	EA	6.6600	33.30
73	Protective Case (Large Back) for the CK31 Product No. 825-168-001	10.0000	EA	74.0000	740.00

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PAGE 6 of 6	ORDER DATE 10/24/11
BUSINESS UNIT 65050017	BUYER RUTH GRAY (AS)
VENDOR NUMBER: 507213	

CONTRACT NUMBER
18997 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
74	CK31 Shoulder Strap Product No. TM-SS01MC	10.0000	EA	9.3300	93.30
75	Medallion Service Bronze Day 1 1Year-5 Day Depot for CK31 Color, Product No. MEDCI-BRZ-1	10.0000	EA	149.0000	1,490.00
76	Medallion Service Bronze Day 1 3Year-5 Day Depot for CK31 Color, Product No. MEDCI-BRZ-3C	10.0000	EA	378.0000	3,780.00
80	ANNUAL SOFTWARE UPDATE 2012 (Purchases through July 10, 2011)	37,000.0000	\$	1.0000	37,000.00
81	ANNUAL SOFTWARE UPDATE 2012 (Purchases through July 12, 2012)	5,000.0000	\$	1.0000	5,000.00
Total Order					1,157,311.79

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STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
18997 04

PAGE 1 of 8	ORDER DATE 04/07/10
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	
VENDOR ADDRESS: DATA SYSTEMS INTERNATIONAL, INC 7801 W 110 ST OVERLAND PARK KANSAS 66210-2305	

THE CONTRACT PERIOD IS:

JUNE 20, 2007 THROUGH JULY 10, 2011

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM THE OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original Contract/Bid Document 18997 04
AWARDED FROM RFP NUMBER 1328Z1

Contract to supply and deliver an automated data collection (ADC) application (bar code application) for use in the maintenance of inventory, shipping, receiving and manufacturing functions to Cornhusker State Industries (CSI), Nebraska Department of Correctional Services (NDCS) for the period from July 11, 2006 through July 10, 2011, with the option to renew for five (5) additional one (1) year periods as mutually agreed upon by all parties.

The contract shall incorporate the following previously submitted documents:

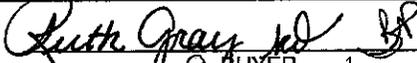
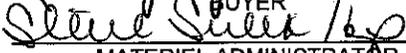
1. Contract Award;
2. Any Contract Amendments, including Amendment One, Software License, Services, and Maintenance Agreement and Software License, Services and Maintenance Agreement Attachment A, Third Party Access and Confidentiality Agreements, DSI/AMX International and DSI/Sarkit, Inc., in order of significance;
3. Any Request for Proposal Addenda and or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal;

CONTACT: Mark L. Baldwin, (Contractural)
PHONE: 913-696-8000
FAX: 913-696-4081

CONTACT: Mike Murphy, Client Solution Executive, (Client Services)
PHONE & CELL: 866-340-4214
FAX: 866-340-4215
EMAIL: mike.murphy@dsionline.com

AMENDMENT TWO (2) -- Amend dollar amount on Line 3 per the attached DSI Amendment Description (DSI Project Number 4310) and Amendment Number One Pricing Summary - Total Fixed Price from \$76,900.00 to \$83,285.00. (8/28/06)

AMENDMENT THREE (3) -- Amend dollar amount on Line 3 per the attached DSI Solution Change Requests as follows: (DSI Project Number 4310) - Total fixed price from \$83,285.00 to \$102,445.00 (05/23/07 KJ)


BUYER

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State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-2401
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PAGE 2 of 8	ORDER DATE 04/07/10
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

AMENDMENT FOUR (4) -- Added lines 10-20. (6/20/07 gb)

AMENDMENT FIVE (5) -- Added line 21, which shows up as line 20, due to line 4 not being generated. (6/26/07 gb)

AMENDMENT SIX (6) -- FOR THE FILE: Added lines 22-26, which show up as lines 21-25, due to line 4 not being generated. Reference Purchase Order 175807 O9. (11-06-07 gb)

AMENDMENT SEVEN (7) -- Added lines 27-31, which show up as lines 26-30, due to line 4 not being generated. (1-14-08 gb)

AMENDMENT EIGHT (8) - Added lines 32-34, which shou up as lines 31-33, due to line 4 not being generated. (04/15/09 jc)

AMENDMENT NINE (9): Revised lines 9-14, 20 (added product number). Price changes on lines 10, 11, 12, 13 and 20. Added lines lines 34-76. (05/18/09 djg)

AMENDMENT TEN (10): Added lines 77-79. (10/16/09 djg)

AMENDMENT ELEVEN (11): Price increase on line 29. (04/07/10 djg)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
4	travel expenses air travel, lodging, food, mileage	7,081.0400	\$	1.0000	7,081.04
6	year three (3) annual software maintenance and support update/response line fee (discounted rate of 15% when DC devices are acquired from DSI)	1.0000	LS	14,966.2500	14,966.25
7	year four (4) annual software maintenance and support update/response line fee (discounted rate of 15% when DC devices are acquired from DSI)	1.0000	LS	14,966.2500	14,966.25
8	year five (5) annual software maintenance and support update/response line fee (discounted rate of 15% when DC devices are acquired from DSI)	1.0000	LS	14,966.2500	14,966.25
9	Intermec CN3 CN3s base configuration includes WM 5.0, 128MB RAM, 128MB ROM, SmartSystems(tm), 802.11 b/g (8x) and Bluetooth, QWERTY Keyboard, 2D Area Imager, Product No. CN3BQH84000E100	200.0000	EA	1,371.5600	274,312.00

RG-ko
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301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

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P.O. Box 94847
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PAGE 3 of 8	ORDER DATE 04/07/10
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line	Description	Quantity	Unit Measure	Unit Price	Extended Price
10	standard capacity battery CN3 Product No. 318-016-001	200.0000	EA	78.5700	15,714.00
11	CN3, single slot comm dock Product No. 871-025-001	200.0000	EA	152.2900	30,458.00
12	universal power supply Product No. 851-082-103 for CN3 Single	200.0000	EA	80.9200	16,184.00
13	US power cord Product No. 1-974028-025 for CN3 Single, CN3 Quad	200.0000	EA	6.6600	1,332.00
14	CN3 quad battery charger Product No. 852-065-001	10.0000	EA	280.9500	2,809.50
15	dcLINK for OneWorld software (one user license per device)	200.0000	EA	1,300.0000	260,000.00
16	year one (1) annual software maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)	10.0000	EA	11,700.0000	117,000.00
17	year two (2) annual software maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)	1.0000	EA	11,700.0000	11,700.00
18	year three (3) annual software maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)	1.0000	EA	11,700.0000	11,700.00
19	year four (4) annual software maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)	1.0000	EA	11,700.0000	11,700.00
20	USB A - B communications cable Product No. 321-576-004	200.0000	EA	33.3300	6,666.00
21	Fixed Asset Mgt Interface ASSETTrac for EnterpriseOne	1.0000	EA	9,000.0000	9,000.00

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BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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 301 Centennial Mall South, 1st Floor
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 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-2401
 Fax: (402) 471-2089

CONTRACT NUMBER
18997 04

PAGE 4 of 8	ORDER DATE 04/07/10
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
22	User Licenses Software License Fees	100.0000	EA	1,300.0000	130,000.00
23	ASSETTrac Installation/ Configuration	1.0000	EA	9,800.0000	9,800.00
24	Inventory & ASset Number Maintenance	1.0000	EA	19,745.0000	19,745.00
25	Annual Software Update/ Response Line Fee	1.0000	EA	2,325.0000	2,325.00
26	desktop printer TLP2844 Thermal Transfer Barcode Printer 203 dpi, 4.09" Print Width, 4 ips Serial & USB, 8MB/4MB, Flash, PrintServerII and ZPLII	25.0000	EA	876.9600	21,924.00
27	media 5100 Premium Resin Ribbon (2.50 Inch Width x 244 feet - Single Roll) Use w/Poly Paper	30.0000	EA	5.6000	168.00
28	mediation service ZebraCare Standard Service 2844Z 3 Yr (3-5 Day Turnaround on Repairs)	30.0000	EA	127.8000	3,834.00
29	media .75"Hx2"W Durable White Polyester labels w/aggressive 2 mil permanent adhesive Pre-Printed w/Clear Polyester Lamination 2 - Color w/NO Barcode	30.0000	EA	400.0000	12,000.00
30	media .75"Hx2"W Durable White Polyester labels w/aggressive 2 mil permanent adhesive Pre-Printed w/Clear Polyester Lamination 2- Color w/text and a sequential bar code per customer specifications	30.0000	EA	5,000.0000	150,000.00
34	Extended Capacity Battery CN3 Product No. 318-016-002	200.0000	EA	157.1400	31,428.00
35	Universal Power Supply for CN3 Quad Product No. 851-082-003	10.0000	EA	80.9200	809.20
36	AC Pwr Supply w/Barrel Jack Product No. 851-089-003 Can Charge CN3 w/out Dock, Need Below AC/DC Power Adapter & Line Cord for AC Pwr Supp	100.0000	EA	33.3300	3,333.00
37	US Power Cord for AC Power Supply w/Barrel Jack Product No. 1-974028-025	100.0000	EA	6.6600	666.00

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CONTRACT NUMBER
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PAGE 5 of 8	ORDER DATE 04/07/10
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
38	AC/DC Power Adapter Product No. 851-090-001	100.0000	EA	16.1900	1,619.00
39	Auto Cigarette Lighter Adapter w/Barrel Jack for CN3 Need Below AC/DC Power Adapter for Auto Cigarette Lighter, Product No. 852-066-001	100.0000	EA	80.9200	8,092.00
40	AC/DC Power Adapter Product No. 851-090-001	100.0000	EA	16.1900	1,619.00
41	Medallion Service Bronze 1 Year-5 Day Depot for CN3, Product No. CN3A-BRZD1	200.0000	EA	106.0000	21,200.00
42	Medallion Service Bronze Complete 3 Year-5 Day Depot for CN3, Product No. CN3A-BRZDC3	200.0000	EA	303.0000	60,600.00
43	CK3 Alpha/Num, 128MB/256MB 802.11b-g, Bluetooth EV12 Linear Imager and WM6.1, SD Capable, Product No. CK3A20D00E100	10.0000	EA	1,371.5600	13,715.60
44	Standard Battery for CK3 One Per Device Additional Battery is Recommended, Product No. 318-033-001	20.0000	EA	78.5700	1,571.40
45	Extended Capacity Battery CK3 Product No. 318-034-001	10.0000	EA	108.1900	1,081.90
46	CK3 Pistol Grip Kit-Replaces Hand Strap Product No. 203-879-001	10.0000	EA	91.5400	915.40
47	CK3 Single Dock, AD20- 1 Per Location to Load Device Product No. 871-228-101	10.0000	EA	211.9500	2,119.50

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PAGE 6 of 8	ORDER DATE 04/07/10
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
48	Power Supply for Single Dock 1 Per Location Product No. 851-061-208	10.0000	EA	53.0000	530.00
49	AC Power Cord for US for Comm Dock, Product No. 1-974028-025	10.0000	EA	6.6600	66.60
50	USB A-to USB MicroB to Load Device, Product No.236-209-001	10.0000	EA	28.9000	289.00
54	Mini/SD Card, 2 GB RoHs Product No. 856-063-005	10.0000	EA	104.7600	1,047.60
55	Standard Belt Holster with Handle, Product No 825-199-001	10.0000	EA	71.4300	714.30
56	AC Pwr Supply w/Barrel Jack Can Charge CK3 w/out Dock Product No. 851-065-105, Need Below Snap On Power Adapter & Line Cord for AC Pwr Supply	5.0000	EA	33.3300	166.65
57	US Power Cord for AC Power Supply w/Barrel Jack Product No. 1-974028-025	5.0000	EA	6.6600	33.30
58	Snap On Power Adapter for AC Pwr Supply, Power No. 850-557-001	5.0000	EA	90.4300	452.15
59	Auto Cigarette Lighter Adapter w/Barrel Jack for CK3 Product No. 852-043-003, Need Below Snap On Power Adapter for Auto Cigarette Lighter.	5.0000	EA	71.4300	357.15
60	Snap On Power Adapter for Cigarette Lighter Product No. 850-817-001	5.0000	EA	90.4300	452.15
61	Medallion Service Bronze 1 Year-5 Day Depot for for CK3, Product No. CK3-BRZD1	10.0000	EA	140.0000	1,400.00

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PAGE 7 of 8	ORDER DATE 04/07/10
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

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18997 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
62	Medallion Service Bronze Complete 3 Year-5 Day Depot for CK3, Product No. CK3A-BRZDC3	10.0000	EA	393.0000	3,930.00
63	CK31 Handheld 52K, Std Range, No Blth CE.Net 4.2 802.11b-g-FCC, Product No. CK31CB011L002804	10.0000	EA	1,992.4000	19,924.00
64	CK31 Spare Battery, 2400 mAh Product No. 318-020-001	20.0000	EA	104.7600	2,095.20
65	CK31 Pistol Grip Handle w/Trigger Product No. 203-754-001	10.0000	EA	114.2900	1,142.90
66	CK31, Single Slot Comm Dock/Charger Product No. 225-709-002	10.0000	EA	233.3300	2,333.30
67	USB A-B Communications Cable Product No. 321-576-004	10.0000	EA	33.3300	333.30
68	Universal Power Supply Product No. 851-082-003	10.0000	EA	80.9200	809.20
69	US Power Cord Product No. 1-974028-025	10.0000	EA	6.6600	66.60
70	CK31, Quad Battery Charger Product No. 852-904-002	5.0000	EA	332.5300	1,662.65
71	Universal Power Supply Product No. 851-082-003	5.0000	EA	80.9200	404.60
72	US Power Cord Product No. 1-974028-025	5.0000	EA	6.6600	33.30
73	Protective Case (Large Back) for the CK31 Product No. 825-168-001	10.0000	EA	76.1400	761.40
74	CK31 Shoulder Strap	10.0000	EA	12.0000	120.00

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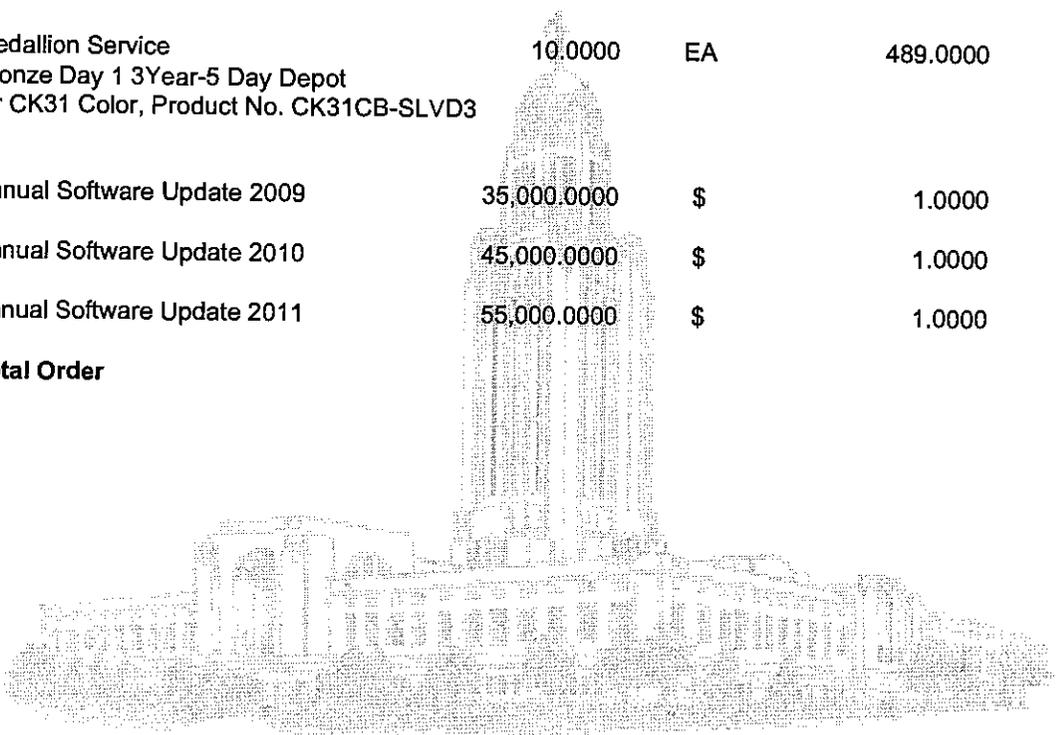
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PAGE 8 of 8	ORDER DATE 04/07/10
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

CONTRACT NUMBER
18997 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Product No. TM-SS01MC				
75	Medallion Service Bronze Day 1 1Year-5 Day Depot for CK31 Color, Product No. CK31CB-SLVD1	10.0000	EA	219.0000	2,190.00
76	Medallion Service Bronze Day 1 3Year-5 Day Depot for CK31 Color, Product No. CK31CB-SLVD3	10.0000	EA	489.0000	4,890.00
77	Annual Software Update 2009	35,000.0000	\$	1.0000	35,000.00
78	Annual Software Update 2010	45,000.0000	\$	1.0000	45,000.00
79	Annual Software Update 2011	55,000.0000	\$	1.0000	55,000.00
	Total Order				1,500,326.64



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Lincoln, Nebraska 68509-4847
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CONTRACT NUMBER
18997 O4

PAGE 1 OF 8	ORDER DATE 10/16/09
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	
VENDOR ADDRESS: DATA SYSTEMS INTERNATIONAL, INC 7801 W 110 ST OVERLAND PARK KS 66210-2305	

THE CONTRACT PERIOD IS JUNE 20, 2007 THROUGH JULY 10, 2011.

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 18997 O4

AWARDED FROM RFP NUMBER 1328Z1

Contract to supply and deliver an automated data collection (ADC) application (bar code application) for use in the maintenance of inventory, shipping, receiving and manufacturing functions to Cornhusker State Industries (CSI), Nebraska Department of Correctional Services (NDCS) for the period from July 11, 2006 through July 10, 2011, with the option to renew for five (5) additional one (1) year periods as mutually agreed upon by all parties.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, including Amendment One, Software License, Services, and Maintenance Agreement and Software License, Services and Maintenance Agreement Attachment A, Third Party Access and Confidentiality Agreements, DSI/AMX International and DSI/Sarkit, Inc., in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal;

CONTACT: Mark L. Baldwin, (Contractural)
PHONE: 913-696-8000
FAX: 913-696-4081

CONTACT: Mike Murphy, Client Solution Executive, (Client Services)
PHONE & CELL: 866-340-4214
FAX: 866-340-4215
EMAIL: mike.murphy@dsionline.com

AMENDMENT TWO (2) -- Amend dollar amount on Line 3 per the attached DSI Amendment Description (DSI Project Number 4310) and Amendment Number One Pricing Summary - Total Fixed Price from \$76,900.00 to \$83,285.00. (8/28/06)

AMENDMENT THREE (3) -- Amend dollar amount on Line 3 per the attached DSI Solution Change Requests as follows: (DSI Project Number 4310) - Total fixed price from \$83,285.00 to \$102,445.00


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CONTRACT NUMBER
18997 04

PAGE 2 OF 8	ORDER DATE 10/16/09
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
(05/23/07 KJ)					
AMENDMENT FOUR (4) -- Added lines 10-20. (6/20/07 gb)					
AMENDMENT FIVE (5) -- Added line 21, which shows up as line 20, due to line 4 not being generated. (6/26/07 gb)					
AMENDMENT SIX (6) -- FOR THE FILE: Added lines 22-26, which show up as lines 21-25, due to line 4 not being generated. Reference Purchase Order 175807 09. (11-06-07 gb)					
AMENDMENT SEVEN (7) -- Added lines 27-31, which show up as lines 26-30, due to line 4 not being generated. (1-14-08 gb)					
AMENDMENT EIGHT (8) - Added lines 32-34, which show up as lines 31-33, due to line 4 not being generated. (04/15/09 jc)					
AMENDMENT NINE (9): Revised lines 9-14, 20 (added product number). Price changes on lines 10, 11, 12, 13 and 20. Added lines lines 34-76. (05/18/09 djg)					
AMENDMENT TEN (10): Added lines 77-79. (10/16/09 djg)					

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
4	travel expenses	7081.04	\$	1.0000	7,081.04
air travel, lodging, food, mileage					
6	year three (3) annual software	1	LS	14,966.2500	14,966.25
maintenance and support					
update/response line fee					
(discounted rate of 15% when DC devices are acquired from DSI)					
7	year four (4) annual software	1	LS	14,966.2500	14,966.25
maintenance and support					
update/response line fee					
(discounted rate of 15% when DC devices are acquired from DSI)					
8	year five (5) annual software	1	LS	14,966.2500	14,966.25
maintenance and support					
update/response line fee					
(discounted rate of 15% when DC devices are acquired from DSI)					
9	Intermec CN3	200	EA	1,371.5600	274,312.00

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Lincoln, Nebraska 68509-4847
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CONTRACT NUMBER
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PAGE 3 OF 8	ORDER DATE 10/16/09
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
CN3s base configuration includes WM 5.0, 128MB RAM, 128MB ROM, SmartSystems(tm), 802.11 b/g (8x) and Bluetooth, QWERTY Keyboard, 2D Area Imager, Product No. CN3BQH84000E100					
10	standard capacity battery CN3 Product No. 318-016-001	200	EA	78.5700	15,714.00
11	CN3, single slot comm dock Product No. 871-025-001	200	EA	152.2900	30,458.00
12	universal power supply Product No. 851-082-103	200	EA	80.9200	16,184.00
for CN3 Single					
13	US power cord Product No. 1-974028-025	200	EA	6.6600	1,332.00
for CN3 Single, CN3 Quad					
14	CN3 quad battery charger Product No. 852-065-001	10	EA	280.9500	2,809.50
15	dcLINK for OneWorld software (one user license per device)	200	EA	1,300.0000	260,000.00
16	year one (1) annual software maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)	10	EA	11,700.0000	117,000.00
17	year two (2) annual software maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)	1	EA	11,700.0000	11,700.00
18	year three (3) annual software maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)	1	EA	11,700.0000	11,700.00
19	year four (4) annual software	1	EA	11,700.0000	11,700.00

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PAGE 4 OF 8	ORDER DATE 10/16/09
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
	maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)				
20	USB A - B communications cable Product No. 321-576-004	200	EA	33.3300	6,666.00
21	Fixed Asset Mgt Interface ASSETTrac for EnterpriseOne	1	EA	9,000.0000	9,000.00
22	User Licenses Software License Fees	100	EA	1,300.0000	130,000.00
23	ASSETTrac Installation/ Configuration	1	EA	9,800.0000	9,800.00
24	Inventory & ASset Number Maintenance	1	EA	19,745.0000	19,745.00
25	Annual Software Update/ Response Line Fee	1	EA	2,325.0000	2,325.00
26	desktop printer TLP2844 Thermal Transfer Barcode Printer 203 dpi, 4.09" Print Width, 4 ips Serial & USB, 8MB/4MB, Flash, PrintServerII and ZPLII	25	EA	876.9600	21,924.00
27	media 5100 Premium Resin Ribbon (2.50 Inch Width x 244 feet - Single Roll) Use w/Poly Paper	30	EA	5.6000	168.00
28	mediallion service ZebraCare Standard Service 2844Z 3 Yr (3-5 Day Turnaround on Repairs)	30	EA	127.8000	3,834.00
29	media .75"Hx2"W Durable White Polyester labels w/aggressive 2 mil permanent adhesive Pre-Printed w/Clear Polyester Lamination 2 - Color w/NO Barcode	30	EA	350.0000	10,500.00
30	media .75"Hx2"W Durable White Polyester labels w/aggressive 2 mil permanent adhesive Pre-Printed w/Clear Polyester Lamination 2- Color w/text and a sequential bar code per customer specifications	30	EA	5,000.0000	150,000.00
34	Extended Capacity Battery CN3 Product No. 318-016-002	200	EA	157.1400	31,428.00
35	Universal Power Supply for CN3 Quad Product No. 851-082-003	10	EA	80.9200	809.20
36	AC Pwr Supply w/Barrel Jack	100	EA	33.3300	3,333.00

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CONTRACT NUMBER
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PAGE 5 OF 8	ORDER DATE 10/16/09
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
	Product No. 851-089-003				
	Can Charge CN3 w/out Dock, Need Below AC/DC Power Adapter & Line Cord for AC Pwr Supp				
37	US Power Cord for AC Power Supply w/Barrel Jack	100	EA	6.6600	666.00
	Product No. 1-974028-025				
38	AC/DC Power Adapter Product No. 851-090-001	100	EA	16.1900	1,619.00
39	Auto Cigarette Lighter Adapter w/Barrel Jack for CN3	100	EA	80.9200	8,092.00
	Need Below AC/DC Power Adapter for Auto Cigarette Lighter, Product No. 852-066-001				
40	AC/DC Power Adapter Product No. 851-090-001	100	EA	16.1900	1,619.00
41	Medallion Service Bronze 1 Year-5 Day Depot for CN3, Product No. CN3A-BRZD1	200	EA	106.0000	21,200.00
42	Medallion Service Bronze Complete 3 Year-5 Day Depot for CN3, Product No. CN3A-BRZDC3	200	EA	303.0000	60,600.00
43	CK3 Alpha/Num, 128MB/256MB 802.11b-g, Bluetooth	10	EA	1,371.5600	13,715.60
	EV12 Linear Imager and WM6.1, SD Capable, Product No. CK3A20D00E100				
44	Standard Battery for CK3 One Per Device	20	EA	78.5700	1,571.40
	Additional Battery is Recommended, Product No. 318-033-001				
45	Extended Capacity Battery CK3	10	EA	108.1900	1,081.90

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PAGE 6 OF 8	ORDER DATE 10/16/09
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
	Product No. 318-034-001				
46	CK3 Pistol Grip Kit-Replaces Hand Strap	10	EA	91.5400	915.40
	Product No. 203-879-001				
47	CK3 Single Dock, AD20- 1 Per Location to Load Device	10	EA	211.9500	2,119.50
	Product No. 871-228-101				
48	Power Supply for Single Dock 1 Per Location	10	EA	53.0000	530.00
	Product No. 851-061-208				
49	AC Power Cord for US for Comm Dock, Product No. 1-974028-025	10	EA	6.6600	66.60
50	USB A-to USB MicroB to Load Device, Product No.236-209-001	10	EA	28.9000	289.00
54	Mini/SD Card, 2 GB RoHs Product No. 856-063-005	10	EA	104.7600	1,047.60
55	Standard Belt Holster with Handle, Product No 825-199-001	10	EA	71.4300	714.30
56	AC Pwr Supply w/Barrel Jack Can Charge CK3 w/out Dock	5	EA	33.3300	166.65
	Product No. 851-065-105, Need Below Snap On Power Adapter & Line Cord for AC Pwr Supply				
57	US Power Cord for AC Power Supply w/Barrel Jack	5	EA	6.6600	33.30
	Product No. 1-974028-025				
58	Snap On Power Adapter for AC Pwr Supply,	5	EA	90.4300	452.15

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PAGE 7 OF 8	ORDER DATE 10/16/09
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
Power No. 850-557-001					
59	Auto Cigarette Lighter Adapter w/Barrel Jack for CK3	5	EA	71.4300	357.15
Product No. 852-043-003, Need Below Snap On Power Adapter for Auto Cigarette Lighter.					
60	Snap On Power Adapter for Cigarette Lighter	5	EA	90.4300	452.15
Product No. 850-817-001					
61	Medallion Service Bronze 1 Year-5 Day Depot for for CK3, Product No. CK3-BRZD1	10	EA	140.0000	1,400.00
62	Medallion Service Bronze Complete 3 Year-5 Day Depot for CK3, Product No. CK3A-BRZDC3	10	EA	393.0000	3,930.00
63	CK31 Handheld 52K, Std Range, No Blth CE.Net 4.2 802.11b-g-FCC, Product No. CK31CB011L002804	10	EA	1,992.4000	19,924.00
64	CK31 Spare Battery, 2400 mAh Product No. 318-020-001	20	EA	104.7600	2,095.20
65	CK31 Pistol Grip Handle w/Trigger	10	EA	114.2900	1,142.90
Product No. 203-754-001					
66	CK31, Single Slot Comm Dock/Charger	10	EA	233.3300	2,333.30
Product No. 225-709-002					

RG
BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

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P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
18997 O4

PAGE 8 OF 8	ORDER DATE 10/16/09
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
67	USB A-B Communications Cable Product No. 321-576-004	10	EA	33.3300	333.30
68	Universal Power Supply Product No. 851-082-003	10	EA	80.9200	809.20
69	US Power Cord Product No. 1-974028-025	10	EA	6.6600	66.60
70	CK31, Quad Battery Charger Product No. 852-904-002	5	EA	332.5300	1,662.65
71	Universal Power Supply Product No. 851-082-003	5	EA	80.9200	404.60
72	US Power Cord Product No. 1-974028-025	5	EA	6.6600	33.30
73	Protective Case (Large Back) for the CK31 Product No. 825-168-001	10	EA	76.1400	761.40
74	CK31 Shoulder Strap Product No. TM-SS01MC	10	EA	12.0000	120.00
75	Medallion Service Bronze Day 1 1Year-5 Day Depot for CK31 Color, Product No. CK31CB-SLVD1	10	EA	219.0000	2,190.00
76	Medallion Service Bronze Day 1 3Year-5 Day Depot for CK31 Color, Product No. CK31CB-SLVD3	10	EA	489.0000	4,890.00
77	Annual Software Update 2009	35000	\$	1.0000	35,000.00
78	Annual Software Update 2010	45000	\$	1.0000	45,000.00
79	Annual Software Update 2011	55000	\$	1.0000	55,000.00
Total Order					1,498,826.64

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CONTRACT NUMBER

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PAGE 1 OF 9	ORDER DATE 05/18/09
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	
VENDOR ADDRESS: DATA SYSTEMS INTERNATIONAL, INC 7801 W 110 ST OVERLAND PARK KS 66210-2305	

THE CONTRACT PERIOD IS JUNE 20, 2007 THROUGH JULY 10, 2011.

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 18997 O4

AWARDED FROM RFP NUMBER 1328Z1

Contract to supply and deliver an automated data collection (ADC) application (bar code application) for use in the maintenance of inventory, shipping, receiving and manufacturing functions to Cornhusker State Industries (CSI), Nebraska Department of Correctional Services (NDCS) for the period from July 11, 2006 through July 10, 2011, with the option to renew for five (5) additional one (1) year periods as mutually agreed upon by all parties.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, including Amendment One, Software License, Services, and Maintenance Agreement and Software License, Services and Maintenance Agreement Attachment A, Third Party Access and Confidentiality Agreements, DSI/AMX International and DSI/Sarkit, Inc., in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal;

CONTACT: Mark L. Baldwin, (Contractural)

PHONE: 913-696-8000

FAX: 913-696-4081

CONTACT: Mike Murphy, Client Solution Executive, (Client Services)

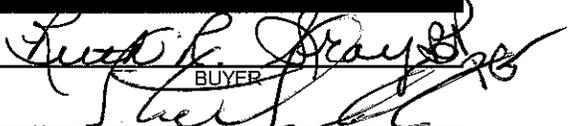
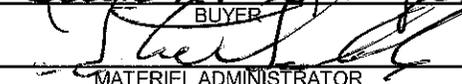
PHONE & CELL: 866-340-4214

FAX: 866-340-4215

EMAIL: mike.murphy@dsionline.com

AMENDMENT TWO (2) -- Amend dollar amount on Line 3 per the attached DSI Amendment Description (DSI Project Number 4310) and Amendment Number One Pricing Summary - Total Fixed Price from \$76,900.00 to \$83,285.00. (8/28/06)

AMENDMENT THREE (3) -- Amend dollar amount on Line 3 per the attached DSI Solution Change Requests as follows: (DSI Project Number 4310) - Total fixed price from \$83,285.00 to \$102,445.00


BUYER

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CONTRACT NUMBER
18997 O4

PAGE 2 OF 9	ORDER DATE 05/18/09
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
(05/23/07 KJ)					
AMENDMENT FOUR (4) -- Added lines 10-20. (6/20/07 gb)					
AMENDMENT FIVE (5) -- Added line 21, which shows up as line 20, due to line 4 not being generated. (6/26/07 gb)					
AMENDMENT SIX (6) -- FOR THE FILE: Added lines 22-26, which show up as lines 21-25, due to line 4 not being generated. Reference Purchase Order 175807 O9. (11-06-07 gb)					
AMENDMENT SEVEN (7) -- Added lines 27-31, which show up as lines 26-30, due to line 4 not being generated. (1-14-08 gb)					
AMENDMENT EIGHT (8) - Added lines 32-34, which show up as lines 31-33, due to line 4 not being generated. (04/15/09 jc)					
AMENDMENT NINE (9): Revised lines 9-14, 20 (added product number). Price changes on lines 10, 11, 12, 13 and 20. Added lines lines 34-76. (05/18/09 djg)					

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
4	travel expenses air travel, lodging, food, mileage	7081.04	\$	1.0000	7,081.04
6	year three (3) annual software maintenance and support update/response line fee (discounted rate of 15% when DC devices are acquired from DSI)	1	LS	14,966.2500	14,966.25
7	year four (4) annual software maintenance and support update/response line fee (discounted rate of 15% when DC devices are acquired from DSI)	1	LS	14,966.2500	14,966.25
8	year five (5) annual software maintenance and support update/response line fee (discounted rate of 15% when DC devices are acquired from DSI)	1	LS	14,966.2500	14,966.25
9	Intermec CN3 CN3s base configuration includes WM 5.0, 128MB RAM, 128MB ROM, SmartSystems(tm), 802.11 b/g (8x) and	200	EA	1,371.5600	274,312.00

RG
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PAGE 3 OF 9	ORDER DATE 05/18/09
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

CONTRACT NUMBER
18997 04

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
Bluetooth, QWERTY Keyboard, 2D Area Imager, Product No. CN3BQH84000E100					
10	standard capacity battery CN3 Product No. 318-016-001	200	EA	78.5700	15,714.00
11	CN3, single slot comm dock Product No. 871-025-001	200	EA	152.2900	30,458.00
12	universal power supply Product No. 851-082-103	200	EA	80.9200	16,184.00
for CN3 Single					
13	US power cord Product No. 1-974028-025	200	EA	6.6600	1,332.00
for CN3 Single, CN3 Quad					
14	CN3 quad battery charger Product No. 852-065-001	10	EA	280.9500	2,809.50
15	dcLINK for OneWorld software (one user license per device)	200	EA	1,300.0000	260,000.00
16	year one (1) annual software maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)	10	EA	11,700.0000	117,000.00
17	year two (2) annual software maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)	1	EA	11,700.0000	11,700.00
18	year three (3) annual software maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)	1	EA	11,700.0000	11,700.00
19	year four (4) annual software maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)	1	EA	11,700.0000	11,700.00

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CONTRACT NUMBER
18997 O4

PAGE 4 OF 9	ORDER DATE 05/18/09
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
20	USB A - B communications cable Product No. 321-576-004	200	EA	33.3300	6,666.00
21	Fixed Asset Mgt Interface ASSETTrac for EnterpriseOne	1	EA	9,000.0000	9,000.00
22	User Licenses Software License Fees	100	EA	1,300.0000	130,000.00
23	ASSETTrac Installation/ Configuration	1	EA	9,800.0000	9,800.00
24	Inventory & ASset Number Maintenance	1	EA	19,745.0000	19,745.00
25	Annual Software Update/ Response Line Fee	1	EA	2,325.0000	2,325.00
26	desktop printer TLP2844 Thermal Transfer Barcode Printer 203 dpi, 4.09" Print Width, 4 ips Serial & USB, 8MB/4MB, Flash, PrintServerII and ZPLII	25	EA	876.9600	21,924.00
27	media 5100 Premium Resin Ribbon (2.50 Inch Width x 244 feet - Single Roll) Use w/Poly Paper	30	EA	5.6000	168.00
28	mediallion service ZebraCare Standard Service 2844Z 3 Yr (3-5 Day Turnaround on Repairs)	30	EA	127.8000	3,834.00
29	media .75"Hx2"W Durable White Polyester labels w/aggressive 2 mil permanent adhesive Pre-Printed w/Clear Polyester Lamination 2 - Color w/NO Barcode	30	EA	350.0000	10,500.00
30	media .75"Hx2"W Durable White Polyester labels w/aggressive 2 mil permanent adhesive Pre-Printed w/Clear Polyester Lamination 2- Color w/text and a sequential bar code per customer specifications	30	EA	5,000.0000	150,000.00
34	Extended Capacity Battery CN3 Product No. 318-016-002	200	EA	157.1400	31,428.00
35	Universal Power Supply for CN3 Quad Product No. 851-082-003	10	EA	80.9200	809.20
36	AC Pwr Supply w/Barrel Jack Product No. 851-089-003	100	EA	33.3300	3,333.00

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PAGE 5 OF 9	ORDER DATE 05/18/09
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

CONTRACT NUMBER
18997 O4

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
Can Charge CN3 w/out Dock, Need Below AC/DC Power Adapter & Line Cord for AC Pwr Supp					
37	US Power Cord for AC Power Supply w/Barrel Jack	100	EA	6.6600	666.00
Product No. 1-974028-025					
38	AC/DC Power Adapter Product No. 851-090-001	100	EA	16.1900	1,619.00
39	Auto Cigarette Lighter Adapter w/Barrel Jack for CN3	100	EA	80.9200	8,092.00
Need Below AC/DC Power Adapter for Auto Cigarette Lighter, Product No. 852-066-001					
40	AC/DC Power Adapter Product No. 851-090-001	100	EA	16.1900	1,619.00
41	Medallion Service Bronze 1 Year-5 Day Depot for CN3, Product No. CN3A-BRZD1	200	EA	106.0000	21,200.00
42	Medallion Service Bronze Complete 3 Year-5 Day Depot for CN3, Product No. CN3A-BRZDC3	200	EA	303.0000	60,600.00
43	CK3 Alpha/Num, 128MB/256MB 802.11b-g, Bluetooth EV12 Linear Imager and WM6.1, SD Capable, Product No. CK3A20D00E100	10	EA	1,371.5600	13,715.60
44	Standard Battery for CK3 One Per Device Additional Battery is Recommended, Product No. 318-033-001	20	EA	78.5700	1,571.40
45	Extended Capacity Battery CK3 Product No. 318-034-001	10	EA	108.1900	1,081.90

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CONTRACT NUMBER
18997 04

PAGE 6 OF 9	ORDER DATE 05/18/09
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
46	CK3 Pistol Grip Kit-Replaces Hand Strap Product No. 203-879-001	10	EA	91.5400	915.40
47	CK3 Single Dock, AD20- 1 Per Location to Load Device Product No. 871-228-101	10	EA	211.9500	2,119.50
48	Power Supply for Single Dock 1 Per Location Product No. 851-061-208	10	EA	53.0000	530.00
49	AC Power Cord for US for Comm Dock, Product No. 1-974028-025	10	EA	6.6600	66.60
50	USB A-to USB MicroB to Load Device, Product No.236-209-001	10	EA	28.9000	289.00
51	CK3 Quad Battery Charger, AC20 for Spares for CK3 Product No. 871-230-001	5	EA	233.3300	1,166.65
52	Power Supply for Quad Battery Charger, Product No. 851-061-208	5	EA	53.0000	265.00
53	AC Power Cord for US for Quad Battery Charger, Product No. 1-974028-025	5	EA	6.6600	33.30
54	Mini/SD Card, 2 GB RoHs Product No. 856-063-005	10	EA	104.7600	1,047.60
55	Standard Belt Holster with	10	EA	71.4300	714.30

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CONTRACT NUMBER
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PAGE 7 OF 9		ORDER DATE 05/18/09	
BUSINESS UNIT 65050017		BUYER RUTH GRAY	
VENDOR NUMBER: 507213			

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
	Handle, Product No 825-199-001				
56	AC Pwr Supply w/Barrel Jack Can Charge CK3 w/out Dock Product No. 851-065-105, Need Below Snap On Power Adapter & Line Cord for AC Pwr Supply	5	EA	33.3300	166.65
57	US Power Cord for AC Power Supply w/Barrel Jack Product No. 1-974028-025	5	EA	6.6600	33.30
58	Snap On Power Adapter for AC Pwr Supply, Power No. 850-557-001	5	EA	90.4300	452.15
59	Auto Cigarette Lighter Adapter w/Barrel Jack for CK3 Product No. 852-043-003, Need Below Snap On Power Adapter for Auto Cigarette Lighter.	5	EA	71.4300	357.15
60	Snap On Power Adapter for Cigarette Lighter Product No. 850-817-001	5	EA	90.4300	452.15
61	Medallion Service Bronze 1 Year-5 Day Depot for for CK3, Product No. CK3-BRZD1	10	EA	140.0000	1,400.00
62	Medallion Service Bronze Complete 3 Year-5 Day Depot for CK3, Product No. CK3A-BRZDC3	10	EA	393.0000	3,930.00
63	CK31 Handheld 52K, Std Range, No Blth CE.Net 4.2 802.11b-g-FCC, Product No. CK31CB011L002804	10	EA	1,992.4000	19,924.00

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CONTRACT NUMBER
18997 O4

PAGE 8 OF 9	ORDER DATE 05/18/09
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
64	CK31 Spare Battery, 2400 mAh Product No. 318-020-001	20	EA	104.7600	2,095.20
65	CK31 Pistol Grip Handle w/Trigger Product No. 203-754-001	10	EA	114.2900	1,142.90
66	CK31, Single Slot Comm Dock/Charger Product No. 225-709-002	10	EA	233.3300	2,333.30
67	USB A-B Communications Cable Product No. 321-576-004	10	EA	33.3300	333.30
68	Universal Power Supply Product No. 851-082-003	10	EA	80.9200	809.20
69	US Power Cord Product No. 1-974028-025	10	EA	6.6600	66.60
70	CK31, Quad Battery Charger Product No. 852-904-002	5	EA	332.5300	1,662.65
71	Universal Power Supply Product No. 851-082-003	5	EA	80.9200	404.60
72	US Power Cord Product No. 1-974028-025	5	EA	6.6600	33.30
73	Protective Case (Large Back) for the CK31 Product No. 825-168-001	10	EA	76.1400	761.40
74	CK31 Shoulder Strap Product No. TM-SS01MC	10	EA	12.0000	120.00
75	Medallion Service Bronze Day 1 1Year-5 Day Depot	10	EA	219.0000	2,190.00

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STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

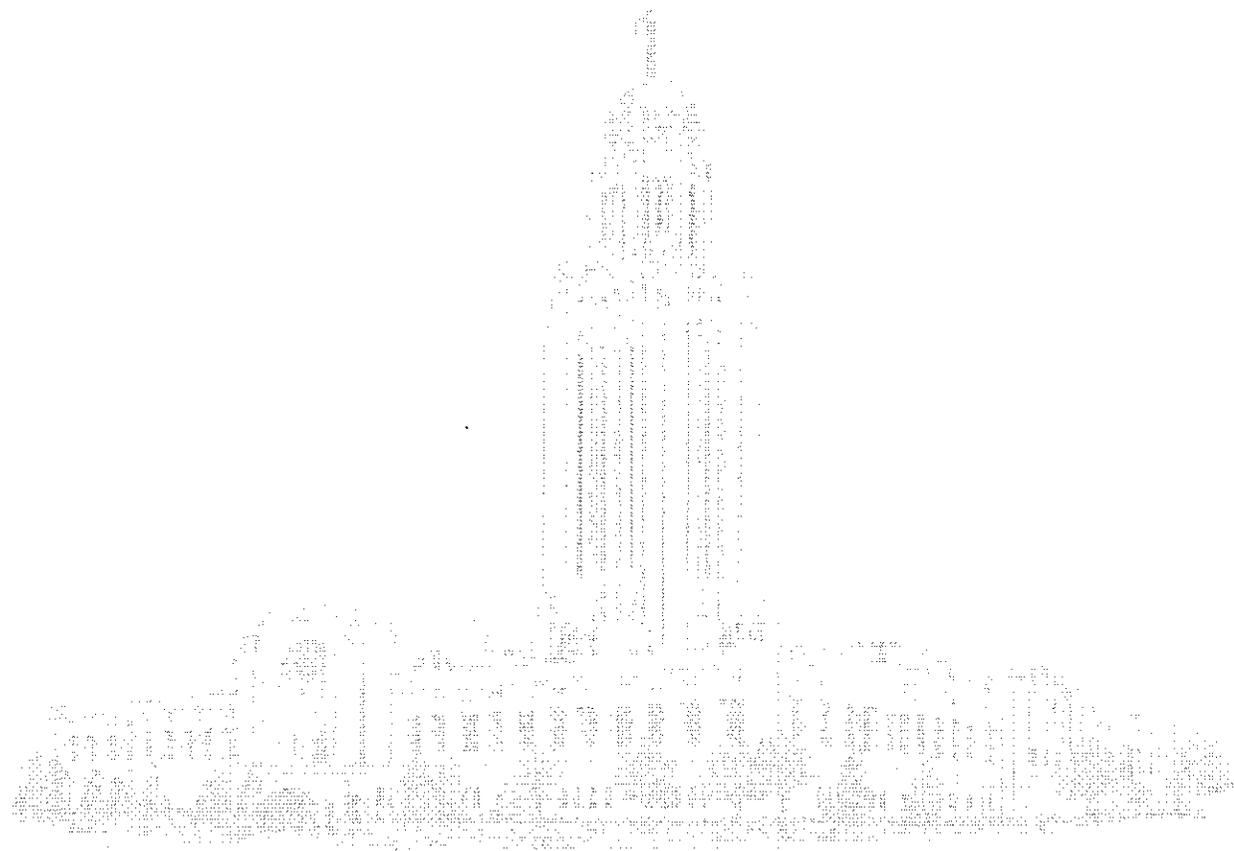
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PAGE 9 OF 9		ORDER DATE 05/18/09	
BUSINESS UNIT 65050017		BUYER RUTH GRAY	
VENDOR NUMBER: 507213			

CONTRACT NUMBER
18997 04

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
for CK31 Color, Product No. CK31CB-SLVD1					
76	Medallion Service Bronze Day 1 3Year-5 Day Depot	10	EA	489.0000	4,890.00
for CK31 Color, Product No. CK31CB-SLVD3					
Total Order					1,365,291.59



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PAGE 1 OF 4	ORDER DATE 04/15/09
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	
VENDOR ADDRESS: DATA SYSTEMS INTERNATIONAL, INC 7801 W 110 ST OVERLAND PARK KS 66210-2305	

THE CONTRACT PERIOD IS JUNE 20, 2007 THROUGH JULY 10, 2011.

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

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Original/Bid Document 18997 04

AWARDED FROM RFP NUMBER 1328Z1

Contract to supply and deliver an automated data collection (ADC) application (bar code application) for use in the maintenance of inventory, shipping, receiving and manufacturing functions to Cornhusker State Industries (CSI), Nebraska Department of Correctional Services (NDCS) for the period from July 11, 2006 through July 10, 2011, with the option to renew for five (5) additional one (1) year periods as mutually agreed upon by all parties.

The contract shall incorporate the following previously submitted documents:

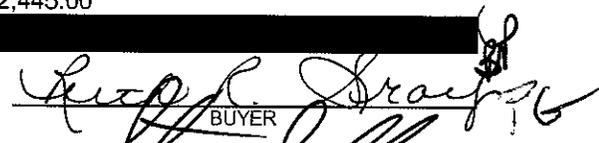
1. Contract Award;
2. Any Contract Amendments, including Amendment One, Software License, Services, and Maintenance Agreement and Software License, Services and Maintenance Agreement Attachment A, Third Party Access and Confidentiality Agreements, DSI/AMX International and DSI/Sarkit, Inc., in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal;

CONTACT: Mark L. Baldwin, (Contractural)
PHONE: 913-696-8000
FAX: 913-696-4081

CONTACT: Mike Murphy, Client Solution Executive, (Client Services)
PHONE & CELL: 866-340-4214
FAX: 866-340-4215
EMAIL: mike.murphy@dsionline.com

AMENDMENT TWO (2) -- Amend dollar amount on Line 3 per the attached DSI Amendment Description (DSI Project Number 4310) and Amendment Number One Pricing Summary - Total Fixed Price from \$76,900.00 to \$83,285.00. (8/28/06)

AMENDMENT THREE (3) -- Amend dollar amount on Line 3 per the attached DSI Solution Change Requests as follows: (DSI Project Number 4310) - Total fixed price from \$83,285.00 to \$102,445.00


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PAGE 2 OF 4	ORDER DATE 04/15/09
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

CONTRACT NUMBER
18997 04

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
(05/23/07 KJ)					
AMENDMENT FOUR (4) -- Added lines 10-20. (6/20/07 gb)					
AMENDMENT FIVE (5) -- Added line 21, which shows up as line 20, due to line 4 not being generated. (6/26/07 gb)					
AMENDMENT SIX (6) -- FOR THE FILE: Added lines 22-26, which show up as lines 21-25, due to line 4 not being generated. Reference Purchase Order 175807 O9. (11-06-07 gb)					
AMENDMENT SEVEN (7) -- Added lines 27-31, which show up as lines 26-30, due to line 4 not being generated. (1-14-08 gb)					
AMENDMENT EIGHT (8) - Added lines 32-34, which shou up as lines 31-33, due to line 4 not being generated. (04/15/09 jc)					

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
4	travel expenses	7081.04	\$	1.0000	7,081.04
air travel, lodging, food, mileage					
6	year three (3) annual software	1	LS	14,966.2500	14,966.25
maintenance and support					
update/response line fee					
(discounted rate of 15% when DC devices are acquired from DSI)					
7	year four (4) annual software	1	LS	14,966.2500	14,966.25
maintenance and support					
update/response line fee					
(discounted rate of 15% when DC devices are acquired from DSI)					
8	year five (5) annual software	1	LS	14,966.2500	14,966.25
maintenance and support					
update/response line fee					
(discounted rate of 15% when DC devices are acquired from DSI)					
9	Intermec CN3	200	EA	1,371.5600	274,312.00
CN3s base configuration includes WM 5.0, 128MB RAM, 128MB ROM, SmartSystems(tm), 802.11 b/g (8x) and Bluetooth, QWERTY Keyboard, 2D Area Imager					
10	standard capacity battery CN3	200	EA	95.2400	19,048.00

RG
BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
18997 04

PAGE 3 OF 4	ORDER DATE 04/15/09
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
11	CN3, single slot comm dock	200	EA	138.1000	27,620.00
12	universal power supply	200	EA	71.4300	14,286.00
13	US power cord	200	EA	5.7100	1,142.00
14	CN3 quad battery charger	10	EA	280.9500	2,809.50
15	dcLINK for OneWorld software	200	EA	1,300.0000	260,000.00
(one user license per device)					
16	year one (1) annual software	10	EA	11,700.0000	117,000.00
maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)					
17	year two (2) annual software	1	EA	11,700.0000	11,700.00
maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)					
18	year three (3) annual software	1	EA	11,700.0000	11,700.00
maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)					
19	year four (4) annual software	1	EA	11,700.0000	11,700.00
maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)					
20	USB A - B communications cable	200	EA	28.5700	5,714.00
21	Fixed Asset Mgt Interface	1	EA	9,000.0000	9,000.00
ASSETTrac for EnterpriseOne					
22	User Licenses	100	EA	1,300.0000	130,000.00
Software License Fees					
23	ASSETTrac Installation/ Configuration	1	EA	9,800.0000	9,800.00
24	Inventory & ASset Number Maintenance	1	EA	19,745.0000	19,745.00
25	Annual Software Update/	1	EA	2,325.0000	2,325.00

RG
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CONTRACT NUMBER
18997 O4

PAGE 4 OF 4	ORDER DATE 04/15/09
BUSINESS UNIT 65050017	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
	Response Line Fee				
26	desktop printer TLP2844 Thermal Transfer Barcode Printer 203 dpi, 4.09" Print Width, 4 ips Serial & USB, 8MB/4MB, Flash, PrintServerII and ZPLII	25	EA	876.9600	21,924.00
27	media 5100 Premium Resin Ribbon (2.50 Inch Width x 244 feet - Single Roll) Use w/Poly Paper	30	EA	5.6000	168.00
28	mediallion service ZebraCare Standard Service 2844Z 3 Yr (3-5 Day Turnaround on Repairs)	30	EA	127.8000	3,834.00
29	media .75"Hx2"W Durable White Polyester labels w/aggressive 2 mil permanent adhesive Pre-Printed w/Clear Polyester Lamination 2 - Color w/NO Barcode	30	EA	350.0000	10,500.00
30	media .75"Hx2"W Durable White Polyester labels w/aggressive 2 mil permanent adhesive Pre-Printed w/Clear Polyester Lamination 2- Color w/text and a sequential bar code per customer specifications	30	EA	5,000.0000	150,000.00
31	print shop hours & quantities entry script	4800	\$	1.0000	4,800.00
32	migrate existing dcLINK system to 9.0	18200	\$	1.0000	18,200.00
33	service pack installation	3800	\$	1.0000	3,800.00

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CONTRACT NUMBER
18997 04

PAGE 1 OF 3	ORDER DATE 01/14/08
BUSINESS UNIT 9000	BUYER RUTH GRAY
VENDOR NUMBER: 507213	
VENDOR ADDRESS: DATA SYSTEMS INTERNATIONAL, INC 7801 W 110 ST OVERLAND PARK KS 66210-2305	

THE CONTRACT PERIOD IS JUNE 20, 2007 THROUGH JULY 10, 2011.

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

AWARDED FROM RFP NUMBER 1328Z1

Contract to supply and deliver an automated data collection (ADC) application (bar code application) for use in the maintenance of inventory, shipping, receiving and manufacturing functions to Cornhusker State Industries (CSI), Nebraska Department of Correctional Services (NDCS) for the period from July 11, 2006 through July 10, 2011, with the option to renew for five (5) additional one (1) year periods as mutually agreed upon by all parties.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, including Amendment One, Software License, Services, and Maintenance Agreement and Software License, Services and Maintenance Agreement Attachment A, Third Party Access and Confidentiality Agreements, DSI/AMX International and DSI/Sarkit, Inc., in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal;

CONTACT: Mark L. Baldwin, (Contractural)
PHONE: 913-696-8000
FAX: 913-696-4081

CONTACT: Mike Murphy, Client Solution Executive, (Client Services)
PHONE & CELL: 866-340-4214
FAX: 866-340-4215
EMAIL: mike.murphy@dsionline.com

AMENDMENT TWO (2) -- Amend dollar amount on Line 3 per the attached DSI Amendment Description (DSI Project Number 4310) and Amendment Number One Pricing Summary - Total Fixed Price from \$76,900.00 to \$83,285.00. (8/28/06)

AMENDMENT THREE (3) -- Amend dollar amount on Line 3 per the attached DSI Solution Change Requests as follows: (DSI Project Number 4310) - Total fixed price from \$83,285.00 to \$102,445.00 (05/23/07 KJ)


BUYER

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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PAGE 2 OF 3	ORDER DATE 01/14/08
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Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
AMENDMENT FOUR (4) -- Added lines 10-20. (6/20/07 gb)					
AMENDMENT FIVE (5) -- Added line 21, which shows up as line 20, due to line 4 not being generated. (6/26/07 gb)					
AMENDMENT SIX (6) -- FOR THE FILE: Added lines 22-26, which show up as lines 21-25, due to line 4 not being generated. Reference Purchase Order 175807 O9. (11-06-07 gb)					
AMENDMENT SEVEN (7) -- Added lines 27-31, which show up as lines 26-30, due to line 4 not being generated. (1-14-08 gb)					

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
26	desktop printer TLP2844 Thermal Transfer Barcode Printer 203 dpi, 4.09" Print Width, 4 ips Serial & USB, 8MB/4MB, Flash, PrintServerII and ZPLII	15	EA	876.9600	13,154.40
27	media 5100 Premium Resin Ribbon (2.50 Inch Width x 244 feet - Single Roll) Use w/Poly Paper	15	EA	5.6000	84.00
28	mediation service ZebraCare Standard Service 2844Z 3 Yr (3-5 Day Turnaround on Repairs)	15	EA	127.8000	1,917.00
29	media .75"Hx2"W Durable White Polyester labels w/aggressive 2 mil permanent adhesive Pre-Printed w/Clear Polyester Lamination 2 - Color w/NO Barcode	15	EA	350.0000	5,250.00
30	media .75"Hx2"W Durable White Polyester labels w/aggressive 2 mil permanent adhesive Pre-Printed w/Clear Polyester Lamination 2- Color w/text and a sequential bar code per customer specifications	2	EA	5,000.0000	10,000.00
Total Order					30,405.40

BUYER INITIALS

STATE OF NEBRASKA
Lincoln, Nebraska

STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES AND LEASING SOLICITATION AND OFFER

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<http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

SCOPE: These standard conditions and terms of Request for Proposal for Contractual Services and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

EXECUTION: Proposals must be signed in ink by the bidder on the State of Nebraska's Request for Proposal for Contractual Services form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal for Contractual Services form. Erasures and alterations must be initialed by the contractor in ink. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

PAYMENT: Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act (Neb. Rev. Stat. §81-2401 through 81-2408). The State may request that payment be made electronically instead of by State warrant.

COLLUSIVE BIDDING: The bidder's signature on the State of Nebraska's Request for Proposal for Contractual Services form is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

SPECIFICATIONS: Bidders must submit a proposal in accordance with the Terms and Conditions of the Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: The State, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the State are deemed to be rejected.

PROPOSAL OPENING: Openings shall be public on the date and time specified in the Request for Proposal. It is the bidder's responsibility to assure the proposal is delivered no later than the designated date, time and place of the proposal opening. Telephone and/or fax proposals are not acceptable. A proposal may not be altered after opening of the proposals.

LATE PROPOSALS: Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned to the bidder unopened. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or other similar reasons.

RECYCLING: Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

AWARD: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

PERFORMANCE AND DEFAULT: The State reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

NONDISCRIMINATION: The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §§48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

DRUG POLICY: Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST: Grievance and protest procedure is available by contacting the buyer. Any Protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the internet.

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
18997 04

PAGE 1 OF 3	ORDER DATE 11/06/07
BUSINESS UNIT 9000	BUYER RUTH GRAY
VENDOR NUMBER: 507213	
VENDOR ADDRESS: DATA SYSTEMS INTERNATIONAL, INC 7801 W 110 ST OVERLAND PARK KS 66210-2305	

THE CONTRACT PERIOD IS JUNE 20, 2007 THROUGH JULY 10, 2011.

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

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AWARDED FROM RFP NUMBER 1328Z1

Contract to supply and deliver an automated data collection (ADC) application (bar code application) for use in the maintenance of inventory, shipping, receiving and manufacturing functions to Cornhusker State Industries (CSI), Nebraska Department of Correctional Services (NDCS) for the period from July 11, 2006 through July 10, 2011, with the option to renew for five (5) additional one (1) year periods as mutually agreed upon by all parties.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, including Amendment One, Software License, Services, and Maintenance Agreement and Software License, Services and Maintenance Agreement Attachment A, Third Party Access and Confidentiality Agreements, DSI/AMX International and DSI/Sarkit, Inc., in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal;

CONTACT: Mark L. Baldwin, (Contractural)
PHONE: 913-696-8000
FAX: 913-696-4081

CONTACT: Mike Murphy, Client Solution Executive, (Client Services)
PHONE & CELL: 866-340-4214
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EMAIL: mike.murphy@dsionline.com

AMENDMENT TWO (2) -- Amend dollar amount on Line 3 per the attached DSI Amendment Description (DSI Project Number 4310) and Amendment Number One Pricing Summary - Total Fixed Price from \$76,900.00 to \$83,285.00. (8/28/06)

AMENDMENT THREE (3) -- Amend dollar amount on Line 3 per the attached DSI Solution Change Requests as follows: (DSI Project Number 4310) - Total fixed price from \$83,285.00 to \$102,445.00 (05/23/07 KJ)

BUYER

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

OR

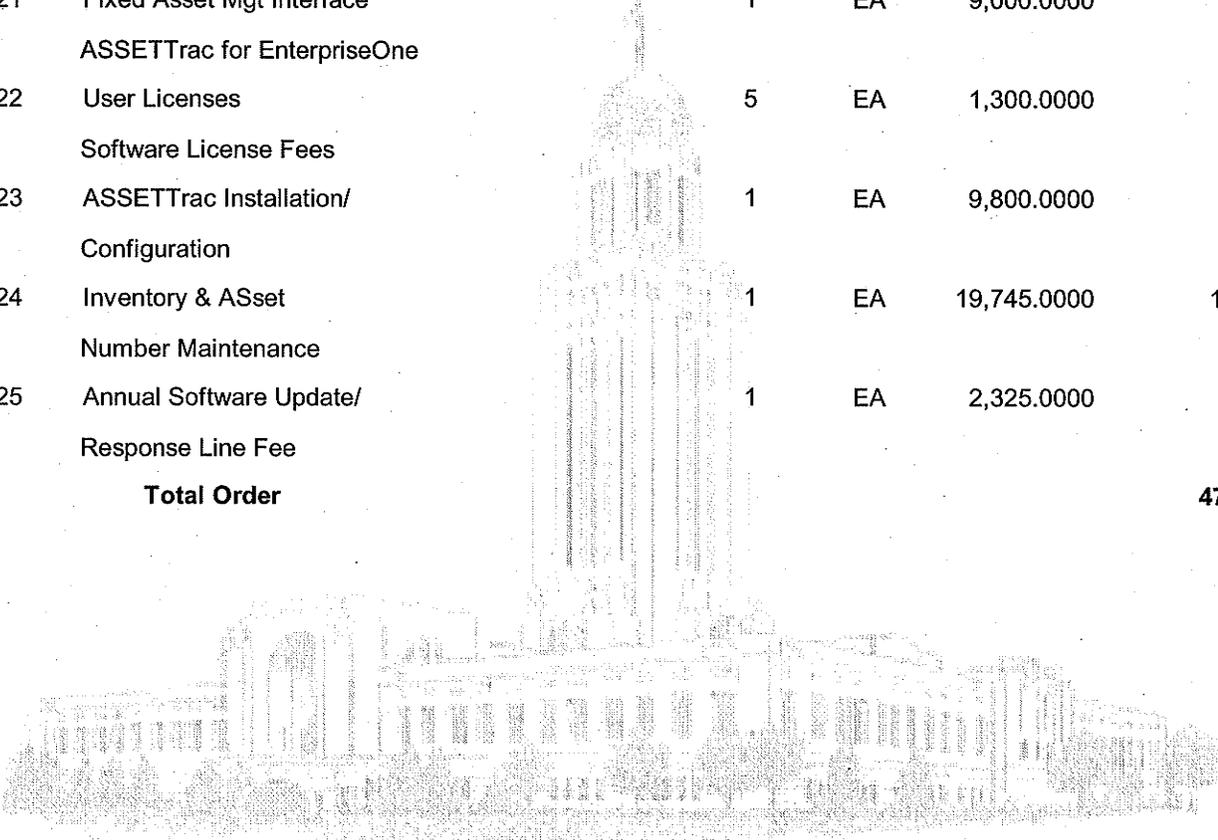
P.O. Box 94847
Lincoln, Nebraska 68509-4847
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CONTRACT NUMBER
18997 04

PAGE 2 OF 3		ORDER DATE 11/06/07
BUSINESS UNIT 9000		BUYER RUTH GRAY
VENDOR NUMBER: 507213		

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
AMENDMENT FOUR (4) -- Added lines 10-20. (6/20/07 gb)					
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Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
21	Fixed Asset Mgt Interface ASSETTrac for EnterpriseOne	1	EA	9,000.0000	9,000.00
22	User Licenses Software License Fees	5	EA	1,300.0000	6,500.00
23	ASSETTrac Installation/ Configuration	1	EA	9,800.0000	9,800.00
24	Inventory & ASset Number Maintenance	1	EA	19,745.0000	19,745.00
25	Annual Software Update/ Response Line Fee	1	EA	2,325.0000	2,325.00
Total Order					47,370.00



BUYER INITIALS

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CONTRACT NUMBER
18997 04

PAGE 1 OF 5	ORDER DATE 06/26/07
BUSINESS UNIT 9000	BUYER RUTH GRAY
VENDOR NUMBER: 507213	
VENDOR ADDRESS: DATA SYSTEMS INTERNATIONAL, INC 7801 W 110 ST OVERLAND PARK KS 66210-2305	

THE CONTRACT PERIOD IS JUNE 20, 2007 THROUGH JULY 10, 2011.

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Original/Bid Document 18997 04

AWARDED FROM RFP NUMBER 1328Z1

Contract to supply and deliver an automated data collection (ADC) application (bar code application) for use in the maintenance of inventory, shipping, receiving and manufacturing functions to Cornhusker State Industries (CSI), Nebraska Department of Correctional Services (NDCS) for the period from July 11, 2006 through July 10, 2011, with the option to renew for five (5) additional one (1) year periods as mutually agreed upon by all parties.

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BUYER
MATERIEL ADMINISTRATOR

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CONTRACT NUMBER
18997 04

PAGE 2 OF 5	ORDER DATE 06/26/07
BUSINESS UNIT 9000	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
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AMENDMENT FOUR (4) -- Added lines 10-20. (6/20/07 gb)

AMENDMENT FIVE (5) -- Added line 21, which shows up as line 20, due to line 4 not being generated. (6/26/07 gb)

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
1	edcLINK for OneWorld software	0.2	LS	58,100.0000	11,620.00

base foundation - client/server software

procurement, inventory management and sales orders interfaces

2 TranServer licenses (production and development)

TranPrint license (bar code printing)

17 user (device) licenses

2	year one (1) annual software	0.2	EA	14,966.2500	2,993.25
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maintenance and support

update/response line fee

(discounted rate of 15% when DC devices are acquired from DSI)

3	installation and	54562	\$	1.0000	54,562.00
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implementation services

AMENDMENT TWO (2) -- amend dollar amount on line 3 per the attached DSI amendment description (DSI project number 4310) and amendment number one pricing summary - total fixed price from \$76,900.00 to \$83,285.00. (8/28/06)

(does not include travel expenses)

4	travel expenses	7081.04	\$	1.0000	7,081.04
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air travel, lodging, food, mileage

5	year two (2) annual software	1	LS	14,966.2500	14,966.25
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maintenance and support

update/response line fee

(discounted rate of 15% when DC devices are acquired from DSI)

6	year three (3) annual software	1	LS	14,966.2500	14,966.25
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PAGE 3 OF 5	ORDER DATE 06/26/07
BUSINESS UNIT 9000	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
	maintenance and support update/response line fee (discounted rate of 15% when DC devices are acquired from DSI)				
7	year four (4) annual software maintenance and support update/response line fee (discounted rate of 15% when DC devices are acquired from DSI)	1	LS	14,966.2500	14,966.25
8	year five (5) annual software maintenance and support update/response line fee (discounted rate of 15% when DC devices are acquired from DSI)	1	LS	14,966.2500	14,966.25
9	Intermec CN3 CN3s base configuration includes WM 5.0, 128MB RAM, 128MB ROM, SmartSystems(tm), 802.11 b/g (8x) and Bluetooth, QWERTY Keyboard, 2D Area Imager	75	EA	1,371.5600	102,867.00
10	standard capacity battery CN3	75	EA	95.2400	7,143.00
11	CN3, single slot comm dock	75	EA	138.1000	10,357.50
12	universal power supply	75	EA	71.4300	5,357.25
13	US power cord	75	EA	5.7100	428.25
14	CN3 quad battery charger	5	EA	280.9500	1,404.75
15	dcLINK for OneWorld software (one user license per device)	75	EA	1,300.0000	97,500.00
16	year one (1) annual software maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)	2	EA	11,700.0000	23,400.00
17	year two (2) annual software	1	EA	11,700.0000	11,700.00

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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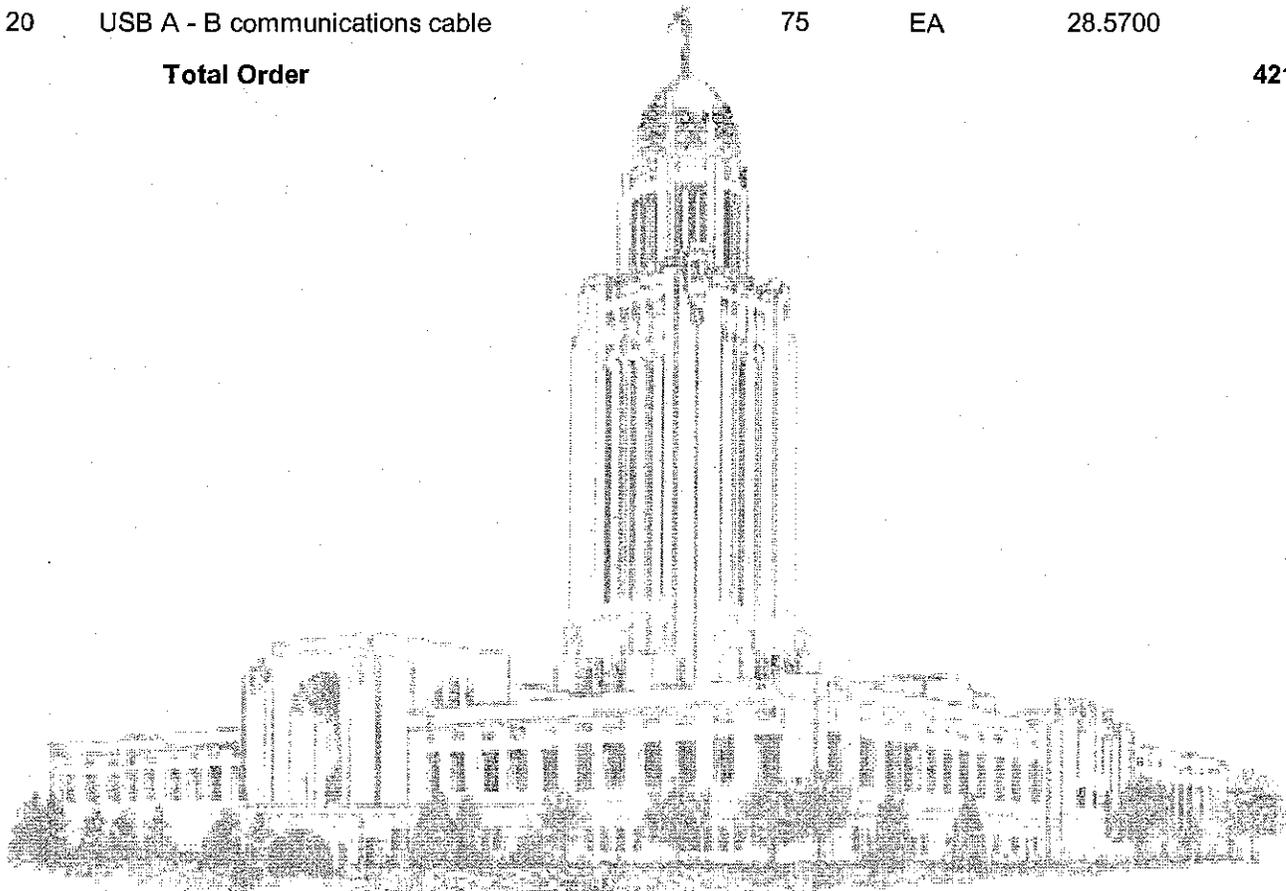
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CONTRACT NUMBER
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PAGE 4 OF 5	ORDER DATE 06/26/07
BUSINESS UNIT 9000	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
	maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)				
18	year three (3) annual software	1	EA	11,700.0000	11,700.00
	maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)				
19	year four (4) annual software	1	EA	11,700.0000	11,700.00
	maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)				
20	USB A - B communications cable	75	EA	28.5700	2,142.75
	Total Order				421,821.79



STATE OF NEBRASKA
Lincoln, Nebraska

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Lincoln, Nebraska 68508

OR

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Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER

18997 04

PAGE 1 OF 4	ORDER DATE 06/20/07
BUSINESS UNIT 46020607	BUYER RUTH GRAY
VENDOR NUMBER: 507213	
VENDOR ADDRESS: DATA SYSTEMS INTERNATIONAL, INC 7801 W 110 ST OVERLAND PARK KS 66210-2305	

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Original/Bid Document 1328 Z1

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3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal;

CONTACT: Mark L. Baldwin, (Contractural)

PHONE: 913-696-8000

FAX: 913-696-4081

CONTACT: Mike Murphy, Client Solution Executive, (Client Services)

PHONE & CELL: 866-340-4214

FAX: 866-340-4215

EMAIL: mike.murphy@dsionline.com

AMENDMENT TWO (2) -- Amend dollar amount on Line 3 per the attached DSI Amendment Description (DSI Project Number 4310) and Amendment Number One Pricing Summary - Total Fixed Price from \$76,900.00 to \$83,285.00. (8/28/06)

AMENDMENT THREE (3) -- Amend dollar amount on Line 3 per the attached DSI Solution Change Requests as follows: (DSI Project Number 4310) - Total fixed price from \$83,285.00 to \$102,445.00


BUYER

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18997 04

PAGE 2 OF 4	ORDER DATE 06/20/07
BUSINESS UNIT 46020607	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line Description Qty Unit of Measure Unit Price Extended Price
(05/23/07 KJ)
AMENDMENT FOUR (4) -- Added lines 10-20. (6/20/07 gb)

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
1	edcLINK for OneWorld software base foundation - client/server software procurement, inventory management and sales orders interfaces	1	LS	58,100.0000	58,100.00
2	TranServer licenses (production and development) TranPrint license (bar code printing) 17 user (device) licenses 2 year one (1) annual software maintenance and support update/response line fee (discounted rate of 15% when DC devices are acquired from DSI)	1	EA	14,966.2500	14,966.25
3	installation and implementation services AMENDMENT TWO (2) -- amend dollar amount on line 3 per the attached DSI amendment description (DSI project number 4310) and amendment number one pricing summary - total fixed price from \$76,900.00 to \$83,285.00. (8/28/06) (does not include travel expenses)	102445	\$	1.0000	102,445.00
5	travel expenses air travel, lodging, food, mileage	10000	\$	1.0000	10,000.00
6	2 year two (2) annual software maintenance and support update/response line fee (discounted rate of 15% when DC devices are acquired from DSI)	1	LS	14,966.2500	14,966.25
7	3 year three (3) annual software maintenance and support update/response line fee (discounted rate of 15% when DC devices are acquired from DSI)	1	LS	14,966.2500	14,966.25

RC

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CONTRACT NUMBER
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PAGE 3 OF 4	ORDER DATE 06/20/07
BUSINESS UNIT 46020607	BUYER RUTH GRAY
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Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
8	year four (4) annual software maintenance and support update/response line fee (discounted rate of 15% when DC devices are acquired from DSI)	1	LS	14,966.2500	14,966.25
9	year five (5) annual software maintenance and support update/response line fee (discounted rate of 15% when DC devices are acquired from DSI)	1	LS	14,966.2500	14,966.25
10	Intermec CN3 CN3s base configuration includes WM 5.0, 128MB RAM, 128MB ROM, SmartSystems(tm), 802.11 b/g (8x) and Bluetooth, QWERTY Keyboard, 2D Area Imager	75	EA	1,371.5600	102,867.00
11	standard capacity battery CN3	75	EA	95.2400	7,143.00
12	CN3, single slot comm dock	75	EA	138.1000	10,357.50
13	universal power supply	75	EA	71.4300	5,357.25
14	US power cord	75	EA	5.7100	428.25
15	CN3 quad battery charger	5	EA	280.9500	1,404.75
16	dcLINK for OneWorld software (one user license per device)	75	EA	1,300.0000	97,500.00
17	year one (1) annual software maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)	1	EA	11,700.0000	11,700.00
18	year two (2) annual software maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)	1	EA	11,700.0000	11,700.00
19	year three (3) annual software maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)	1	EA	11,700.0000	11,700.00
20	year four (4) annual software maintenance and support for sixty (60) CN3 units (discounted rate of 15% when CN3 devices are acquired from DSI)	1	EA	11,700.0000	11,700.00
Total Order					517,234.00

RG

STATE OF NEBRASKA
Lincoln, Nebraska

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CONTRACT NUMBER
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BUYER
MATERIAL ADMINISTRATOR

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PAGE 2 OF 4	ORDER DATE 07/11/06
BUSINESS UNIT 46020607	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

CONTRACT NUMBER
 18997 04

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
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Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
1	edcLINK for OneWorld Software	1	LS	58,100.0000	58,100.00

Base Foundation - Client/Server Software
 Procurement, Inventory Management and Sales Orders Interfaces
 2 TranServer Licenses (Production and Development)
 TranPrint License, (Bar Code Printing)
 17 User (Device) Licenses

2	Year One (1) Annual Software	1	EA	14,966.2500	14,966.25
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Maintenance and Support
 Update/Response Line Fee
 (Discounted Rate of 15% when DC devices are acquired from DSI)

3	Installation and	102445	\$	1.0000	102,445.00
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Implementation Services
 AMENDMENT TWO (2) -- Amend dollar amount on Line 3 per the attached DSI Amendment Description (DSI Project Number 4310) and Amendment Number One Pricing Summary - Total Fixed Price from \$76,900.00 to \$83,285.00. (8/28/06)
 (Does not include travel expenses)

5	Travel Expenses	10000	\$	1.0000	10,000.00
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6	Year Two (2) Annual Software	1	LS	14,966.2500	14,966.25
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Maintenance and Support
 Update/Response Line Fee
 (Discounted Rate of 15% when DC devices are acquired from DSI)

7	Year Three (3) Annual Software	1	LS	14,966.2500	14,966.25
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Maintenance and Support
 Update/Response Line Fee
 (Discounted Rate of 15% when DC devices are acquired from DSI)

8	Year Four (4) Annual Software	1	LS	14,966.2500	14,966.25
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Maintenance and Support

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
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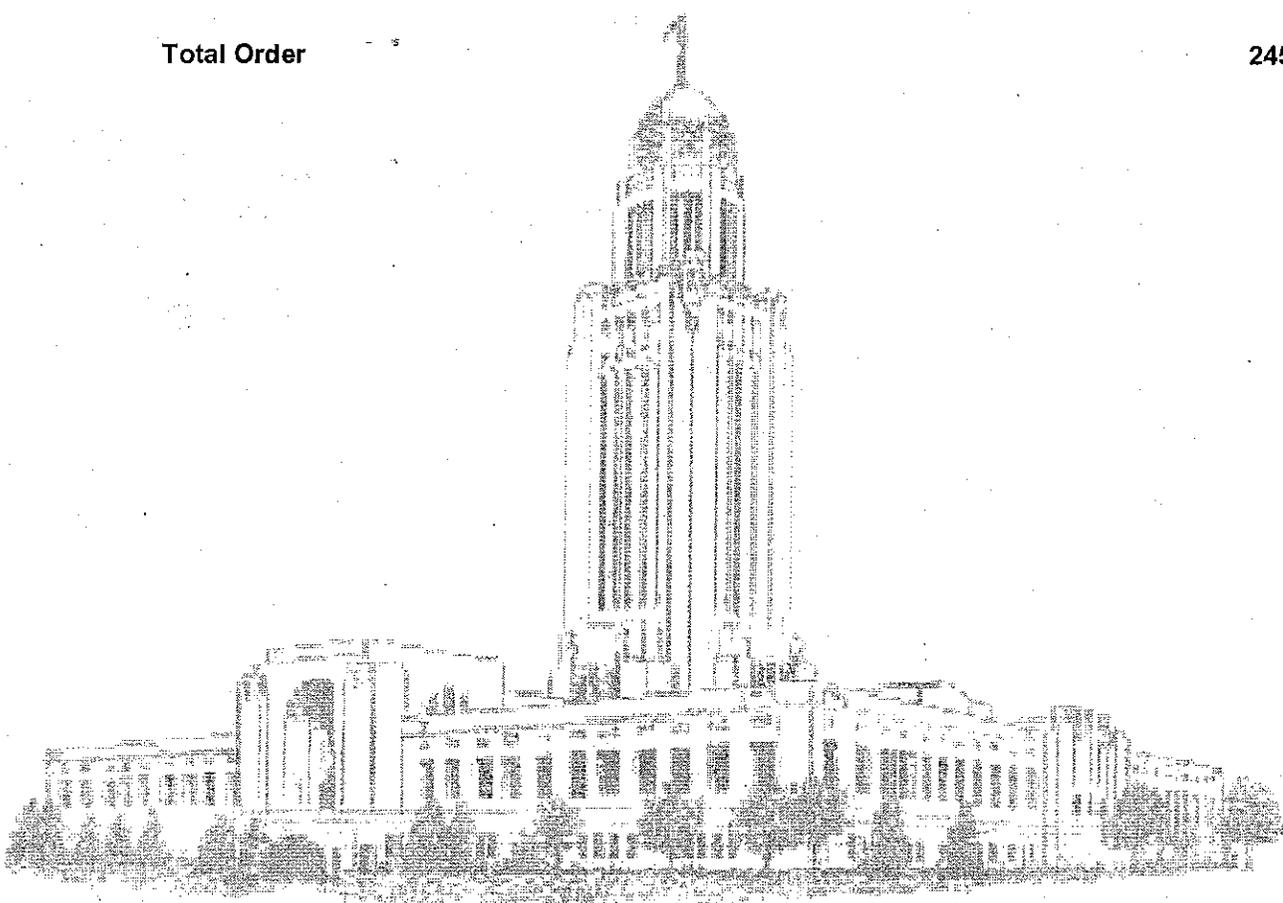
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PAGE 3 OF 4	ORDER DATE 07/11/06
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Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
	Update/Response Line Fee (Discounted Rate of 15% when DC devices are acquired from DSI)				
9	Year Five (5) Annual Software Maintenance and Support	1	LS	14,966.2500	14,966.25
	Update/Response Line Fee (Discounted Rate of 15% when DC devices are acquired from DSI)				
Total Order					245,376.25



STATE OF NEBRASKA
Lincoln, Nebraska

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**Solution Change Request
For
Cornhusker State Industries**

Project Number: 4310

Client: Cornhusker State Industries

CSI Project Number: 4310

Project Description: dcLINK Implementation
Solution Change Request # 1

02/27/97 12:47:04

1.1 Change Description

1.1.1 Ship Confirmation by Package ID:

- Install, modify and test a Standard Ship Confirm script that will scan the 3M label's package ID number which will be associated to one sales order line in NIS (JD Edwards) and then complete the ship confirmation for that sales order line.

1.1.1.1 Assumptions

- CSI sales order will include the 3M package ID for lines to be scanned.

1.1.2 Modification to PO Receipt Script:

- Modify the exiting PO Receipt script to include a prompt for the number of labels to print.
- Modify the script call to CSI printing API to send number of labels to print.

1.1.2.1 Assumptions

- Label printing is generated by a custom API provided by CSI.

1.1.3 Modification to WO Completion Script:

- Modify the exiting WO Completion script to include a prompt for the number of labels to print.
- Modify the script call to CSI printing API to send number of labels to print.

1.1.3.1 Assumptions

- Label printing is generated by a custom API provided by CSI.

1.1.4 Install Standard Super Backflush Script:

- Installation and test of dcLINK Standard Super Backflush by Work Order script (Q1).

1.1.4.1 Assumptions

- No modifications of the standard Super Backflush script are required at this time.



Solution Change Request
For
Cornhusker State Industries

Project Number: 4310

1.2 Summary of Change to Hours and Cost

Phase	Estimated Hours	Estimated Dollars
Design	4	\$ 780
Implement (build)	20	\$ 3,900
Test	8	\$1,560
Total	32	\$ 6,240

1.3 Approval

Project Manager:

Steve Ingwersen

DATE

Client:

Mike Masten

12/21/06

Cornhusker State Industries

DATE



Solution Change Request
For
Cornhusker State Industries

Project Number: 4310

Client: Cornhusker State Industries
DSI Project Number: 4310
Solution Change Request #2
Project Description: dcLINK Implementation

1.1 Change Description

1.1.1 Modification to additional PO Receipt Script:

- Modified Standard Receipt Transaction to receive License Plate order lines by Package ID from receipt of license plate packages from 3M process

1.1.1.1 Assumptions

- DSI will install an additional PO standard PO Receipt transaction and modify is.

1.1.2 Custom License Plate Package Recording Transaction:

- Custom Script to collect License Plate Package ID and send record to custom API developed by NIS resources..

1.1.2.1 Assumptions

- NIS and Cornhusker State Industries will design and develop the Custom API and provide DSI with the parameter information for the API to be called by the dcLINK transaction.



1.2 Summary of Change to Hours and Cost

Phase	Estimated Hours	Estimated Dollars
Plan	11	\$2,175
Design	7	\$1,380
Implement (build)	33	\$ 5,845
Test	18	\$ 3,520
Total	69	\$ 12,920

1.3 Approval

Project Manager:

Steve Ingwersen

DATE

Client:

Cornhusker State Industries

DATE

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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THE CONTRACT PERIOD IS JULY 11, 2006 THROUGH JULY 10, 2011.

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

AWARDED FROM RFP NUMBER 1328Z1

Contract to supply and deliver an AUTOMATED DATA COLLECTION (ADC) APPLICATION (BAR CODE APPLICATION) for use in the maintenance of inventory, shipping, receiving and manufacturing functions to Cornhusker State Industries (CSI), Nebraska Department of Correctional Services (NDCS) for the period from July 11, 2006 through July 10, 2011, with the option to renew for five (5) additional one (1) year periods as mutually agreed upon by all parties.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, including Amendment One, Software License, Services, and Maintenance Agreement and Software License, Services and Maintenance Agreement Attachment A, Third Party Access and Confidentiality Agreements, DSI/AMX International and DSI/Sarkit, Inc., in order of significance;
3. Any Request for Proposal Addenda and or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal;

CONTACT: Mark L. Baldwin, (Contractural)
PHONE: 913-696-8000
FAX: 913-696-4081

CONTACT: Mike Murphy, Client Solution Executive, (Client Services)
PHONE & CELL: 866-340-4214
FAX: 866-340-4215
EMAIL: mike.murphy@dsionline.com

AMENDMENT TWO (2) -- Amend dollar amount on Line 3 per the attached DSI Amendment Description (DSI Project Number 4310) and Amendment Number One Pricing Summary - Total Fixed Price from \$76,900.00 to \$83,285.00. (8/28/06)

Line	Description	Qty	UM	Unit Price	Extended Price
1	edcLINK for OneWorld Software	1	LS	58,100.0000	58,100.00

Ruth K. Gray
BUYER
MATERIAL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
 301 Centennial Mail South, 1st Floor
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-2401
 Fax: (402) 471-2089

PAGE 2 OF 4	ORDER DATE 07/11/06
BUSINESS UNIT 46020607	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

CONTRACT NUMBER
 18997 O4

Line	Description	Qty	UM	Unit Price	Extended Price
	Original/Bid Document 1328 Z1, Original Line # 1				
	Base Foundation - Client/Server Software				
	Procurement, Inventory Management and Sales Orders Interfaces				
	2 TranServer Licenses (Production and Development)				
	TranPrint License (Bar Code Printing)				
	17 User (Device) Licenses				
2	Year One (1) Annual Software	1	EA	14,966.2500	14,966.25
	Original/Bid Document 1328 Z1, Original Line # 2				
	Maintenance and Support				
	Update/Response Line Fee				
	(Discounted Rate of 15% when DC devices are acquired from DSI)				
3	Installation and	83285	\$	1.0000	83,285.00
	Original/Bid Document 1328 Z1, Original Line # 3				
	Implementation Services				
	AMENDMENT TWO (2) -- Amend dollar amount on Line 3 per the attached DSI Amendment Description (DSI Project Number 4310) and Amendment Number One Pricing Summary-- Total Fixed Price from \$76,900.00 to \$\$83,285.00. (8/28/06)				
	(Does not include travel expenses)				
4	RF Data Collection Hardware	1	LS	42,234.0000	42,234.00
	Original/Bid Document 1328 Z1, Original Line # 4				
	Devices, Intermec CK 31				
	(17 devices, batteries, accessories and first year maintenance)				
5	Travel Expenses	10000	\$	1.0000	10,000.00
	Air Travel, Lodging, Food, Mileage				
6	Year Two (2) Annual Software	1	LS	14,966.2500	14,966.25
	Maintenance and Support				
	Update/Response Line Fee				
	(Discounted Rate of 15% when DC devices are acquired from DSI)				

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

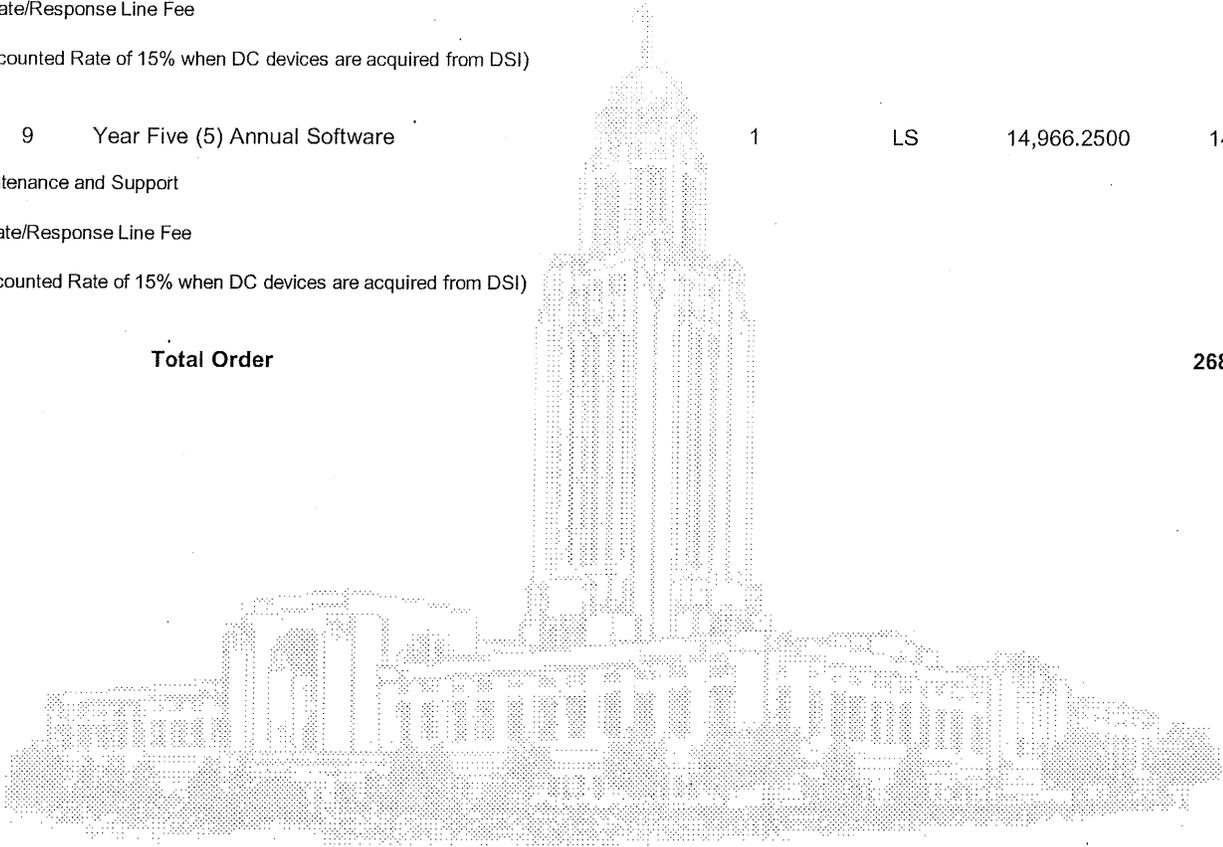
State Purchasing Bureau
 301 Centennial Mail South, 1st Floor
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 OR
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 Fax: (402) 471-2089

PAGE 3 OF 4	ORDER DATE 07/11/06
BUSINESS UNIT 46020607	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

CONTRACT NUMBER

18997 04

Line	Description	Qty	UM	Unit Price	Extended Price
7	Year Three (3) Annual Software Maintenance and Support Update/Response Line Fee (Discounted Rate of 15% when DC devices are acquired from DSI)	1	LS	14,966.2500	14,966.25
8	Year Four (4) Annual Software Maintenance and Support Update/Response Line Fee (Discounted Rate of 15% when DC devices are acquired from DSI)	1	LS	14,966.2500	14,966.25
9	Year Five (5) Annual Software Maintenance and Support Update/Response Line Fee (Discounted Rate of 15% when DC devices are acquired from DSI)	1	LS	14,966.2500	14,966.25
Total Order					268,450.25



STATE OF NEBRASKA
Lincoln, Nebraska

STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES AND LEASING SOLICITATION AND OFFER

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address:

<http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

SCOPE: These standard conditions and terms of Request for Proposal for Contractual Services and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

EXECUTION: Proposals must be signed in ink by the bidder on the State of Nebraska's Request for Proposal for Contractual Services form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal for Contractual Services form. Erasures and alterations must be initialed by the contractor in ink. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

PAYMENT: Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act (Neb. Rev. Stat. §81-2401 through 81-2408). The State may request that payment be made electronically instead of by State warrant.

COLLUSIVE BIDDING: The bidder's signature on the State of Nebraska's Request for Proposal for Contractual Services form is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

SPECIFICATIONS: Bidders must submit a proposal in accordance with the Terms and Conditions of the Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: The State, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the State are deemed to be rejected.

PROPOSAL OPENING: Openings shall be public on the date and time specified in the Request for Proposal. It is the bidder's responsibility to assure the proposal is delivered no later than the designated date, time and place of the proposal opening. Telephone and/or fax proposals are not acceptable. A proposal may not be altered after opening of the proposals.

LATE PROPOSALS: Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned to the bidder unopened. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or other similar reasons.

RECYCLING: Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

AWARD: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

PERFORMANCE AND DEFAULT: The State reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

NONDISCRIMINATION: The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §§48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

DRUG POLICY: Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST: Grievance and protest procedure is available by contacting the buyer. Any Protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the internet.

**Amendment Number One
(RFP 1328Z1)**

The Parties agree that the following language below shall replace any corresponding and/or conflicting language in DSI's proposal response for the purposes of the overall agreement.

Scope of Engagement - DSI certifies that the Scope of Engagement document will not contain any terms and conditions contrary to the Request for Proposal, Amendment Number One, Software License, Services and Maintenance Agreement and Software License, Services and Maintenance Agreement Attachment A.

Pricing Summary - Total Fixed Price - DSI's fixed bid to perform all of the requirements of the project based on the requirements as outlined in the RFP for Installation and Implementation is \$76,900, plus expenses.

Travel Expenses - DSI accepts the State's \$38.00 per diem for food. DSI will utilize government selected lodging, at rates available to the government. DSI will rebill the State for air travel and/or mileage for resources traveling to work on the project. (DSI will coordinate travel with Cornhusker State Industries in an effort to obtain reasonable travel rates).

Implementation Services Project Pricing Details – Invoicing Schedule on Page 32 of DSI's Cost Proposal – DSI understands and agrees that the State cannot provide an initial payment upon signature of all agreements as per Neb. Rev. Stat. §73-506 and that payments shall be made when contractual deliverables are received and in accordance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 82-1408). DSI will allow rolling the first and second payments together as outlined in DSI's "Implementation Services Project Pricing Details" Schedule and invoice when the Solutions Requirements Specification and the Project Management Plan are accepted by CSI.

Payment for dcLINK for One World Software and RF Data Collection Hardware Devices – For the hardware, DSI will invoice the State upon shipment of the goods and payment shall be due upon receipt of goods subject to the State of Nebraska Prompt Payment Act. For the software, the DSI will invoice the State upon shipment of the software minus a 20% retainage as allowed per the terms and conditions stated in the RFP and payment will be due upon installation of the software subject to the State of Nebraska Prompt Payment Act, The retainage will be invoiced upon completion and acceptance of the project. Payment will be made to DSI by the responsible agency in compliance with the State of Nebraska Prompt Payment Act as referenced above.

Automated Data Collection Application Proposal Pricing Summary – Costs DSI stated were excluded from their proposal that would be identified and billed later:

1. Reasonable travel expenses for consulting activities:

“Travel Expenses” outlined above.

2. Access Points, related RF infrastructure, installation services and bar code printers are not included.

DSI will not be responsible for any of these costs nor the installation associated with them. (The State plans to have staff take care of each of these items based upon input from DSI).

3. One data collection transaction server, operating system and database software to be utilized in the solution.

The State will acquire this hardware.

Data Systems International, Inc.

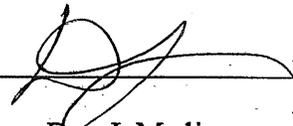
By: 

Name: Mark L. Baldwin

Title: Chief Financial Officer & General Counsel

Date: July 10, 2006

State of Nebraska

By: 

Name: Don J. Medinger

Title: Administrator, DAS Materiel

Date: July 11, 2006



Software License, Services, and Maintenance Agreement

This Agreement is between Data Systems International, Inc. ("DSI"), having its principal place of business at 7801 West 110th Street, Overland Park, Kansas 66210, and State of Nebraska ("Customer"), having a place of business at 301 Centennial Mall South, 1st Floor, Lincoln, NE 68508. In consideration of the mutual promises in this document, DSI and Customer agree as follows (the "Agreement").

ARTICLE I. DEFINITIONS

Accessory Products

Third party software or hardware delivered with the Licensed Products as a convenience to Customer, but not licensed under this Agreement.

Affiliate

The State of Nebraska Department of Correctional Services, Department of Administrative Services and Chief Information Officer's Office. Any new Affiliate(s) shall be required to execute an Affiliate Addendum to this Agreement. This Addendum shall not include any new or additional terms and conditions, but shall make Affiliate subject to the terms and conditions contained in this Agreement. For purposes of this Agreement, DSI's affiliates shall be any entity in which DSI has a ninety percent (90%) ownership interest, either directly or through a wholly owned subsidiary.

Customer System

Any server(s) and clients or other computer access devices on which the Licensed Products are installed or deployed, or which otherwise access the Licensed Products.

Delivery

The shipment (FOB Destination) of the media containing the Licensed Products.

Developed Software

Any software developed for Customer by DSI under Article IV of this Agreement.

Documentation

The user, technical, and training documentation produced by DSI and related to a Licensed Product as effective on the date of Delivery of the particular Licensed Product.

Licensed Products

The software programs, including any updates provided and Developed Software, licensed by Customer under this Agreement. Licensed Products does not include Accessory Products.

Software

The Licensed Products, including any software updates provided as a part of Maintenance, and Developed Software.

User

An individual authorized to access the Software under this Agreement.

Unless otherwise specified, all days referred to are calendar days.

All references to Customer shall mean Customer and its Affiliates.

ARTICLE II. LICENSE

License Grant

Subject to the terms and conditions of this Agreement:

1. Upon DSI's receipt of all license fees from Customer subject to payment terms granted in Article X herein, DSI grants to Customer a non-exclusive, non-transferable, subject to Article XII, Paragraph 13 hereof, limited perpetual license to use the Software and Documentation on the Customer System(s) for Customer's internal business operations. Internal business operations, for the purposes of this Agreement, shall include all operations within the normal course and scope of business for Customer.

2. DSI grants to Customer the right to modify the Licensed Products or use any development tools contained in the Licensed Products to create software ("Derived Software"). Such Derived Software is for internal use only and is subject to the terms and conditions of this Agreement. Unless otherwise agreed by the parties, DSI shall retain sole ownership of portions of any Software contained in the Derived Software.

License Restrictions

1. Access to the Software is limited to those categories below who have been licensed as a User (collectively "Customer Representatives"):

- (i) employees of Customer; and
- (ii) independent contractors engaged by Customer who require access to the Software to perform their tasks.

2. Customer shall be responsible for the acts and omissions of Customer's employees arising from the Software access provided by Customer. Customer agrees that prior to giving access to Software to any independent contractor of Customer that such independent contractor will be required to execute a Third Party Access and Confidentiality Agreement with DSI. Customer's failure to comply with this section shall constitute a material breach of this Agreement.

3. For any access to the Software to any party other than by an employee of Customer, Customer shall not provide access prior to such party's execution of the Third Party Access and Confidentiality Agreement between that party and DSI. Customer's failure to comply with this section shall constitute a material breach of this Agreement.

4. Access to the Software may not be provided to any individual or entity where such access is the primary purpose or value of the relationship. By way of example, and not limitation, the Software may not be provided or used by Customer for a timeshare, service bureau, third party training, or similar arrangement.

5. RESERVED

6. Customer shall not utilize any device or program to enable access to the Software in a manner such that the individual accessing the Software is not counted as a user as that term is used in any user-based licensing restrictions in this Agreement.

7. DSI may restrict the Software's distribution by Customer to a particular geographic destination outside of the United States, if DSI reasonably believes it necessary to protect its intellectual property rights.

Unless directed or specifically allowed in writing by DSI, Customer shall not, or cause anyone else to:

- (i) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code of any part of the Software, provided however, that if the Licensed Products are located in a jurisdiction whose laws explicitly permit some form of reverse engineering, Customer may do so solely to the extent so permitted by such law to achieve interoperability with other software, and Customer agrees to notify DSI prior to doing so;
- (ii) rent, lease, sublicense, or otherwise transfer any of the Software;
- (iii) copy the Documentation or Software except to the extent necessary for Customer's archival needs and to support the Users. All such copies shall be subject to this Agreement and contain all proprietary legends that appeared on or in the original; or
- (iv) remove or deface any proprietary legends on or in the Software.

8. The Licensed Products contain license protection procedures that limit access to the Software to that use permitted under this Agreement ("Software Protection Procedures"). The Software Protection Procedures will not destroy any of Customer's data or software. Unless directed, or specifically allowed by DSI, Customer shall not circumvent or render inoperative the Software Protection Procedures.

9. Customer may only use the Licensed Products that Customer has licensed from DSI under this Agreement, even though, upon receipt, the media may contain additional applications or modules. If Customer has access and uses such additional applications or modules, upon notification or discovery, DSI will offer the following options:

1. Customer shall discontinue use of the additional applications or modules in a reasonable timeframe without penalty; or
2. DSI and Customer will create a reasonable, jointly agreeable addendum to the License Agreement to allow continued usage of the additional applications or modules, which will be in compliance with Customer's budgeting and funding restrictions.

10. On DSI's request, not more frequently than annually, Customer shall furnish DSI with a signed certification verifying that the use of the Software is consistent with this Agreement and listing the locations and types of any servers on which the Software is installed or utilized as well as the Users. DSI, not more frequently than annually and at its own expense, may audit Customer's use of the Software to verify compliance with this Agreement.

Any audit will be conducted in a manner that avoids unreasonable interference with Customer's business operations and Customer will be provided with reasonable advance notice. If a certificate or an audit reveals that Customer has underpaid license fees to DSI and Customer is current on Maintenance, Customer shall be invoiced for such underpaid license fees at Customer's current contract prices or Customer may elect to de-activate the licenses associated with non-compliance. All DSI books, records and documents relating to work performed or monies received under this Agreement shall be subject to audit at any reasonable time upon provision of reasonable notice by the Customer. These records shall be maintained for a period of five (5) years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles. DSI agrees to refund the Customer any mutually determined overpayment of fees resulting from said audit. DSI agrees to correct within thirty (30) days any material weakness or condition reported to DSI in the course of an audit.

11. DSI retains all ownership rights to the Documentation and Software. All rights not explicitly granted in this Agreement are reserved by DSI.

ARTICLE III. MAINTENANCE

1. Customer may elect to receive maintenance offered by DSI for the Licensed Products ("Maintenance"). Any such Maintenance will be provided under the terms of this Agreement provided Maintenance fees are current. If Customer elects to receive Maintenance, the first Period of Coverage shall begin upon execution of this Agreement. Customer may not exclude any of the Licensed Products or Users from Maintenance. After the original five (5) year Agreement term, Customer may extend the Period of coverage for Maintenance for up to five (5), one (1) year periods upon thirty (30) days notice to DSI at DSI's current prices but which shall under no circumstances increase by more than three percent (3%) per year. The parties may agree to waive the thirty (30) day notice requirement. DSI agrees to hold maintenance costs fixed for the initial period of five (5) years.

2. Customer shall establish and maintain an internal competency center or help desk to provide a central point of contact with DSI for any Maintenance services. Customer shall be responsible for installing any updates to the Licensed Products provided to Customer by DSI. Customer shall cooperate with DSI in providing reasonable access to Customer Systems to the extent required to diagnose and/or resolve issues identified by Customer concerning the Licensed Products.

3. If Customer provides DSI with reports of defects in the Licensed Products or any changes or modifications proposed or suggested by Customer (collectively "Customer Feedback"), DSI shall have the right to use such Customer Feedback including, without limitation, the incorporation of such Customer Feedback into DSI's software products without any obligation to Customer.

ARTICLE IV. SERVICES

1. Customer may elect to receive Consulting Services related to the Software offered by DSI ("Services"). Any such Services will be provided under the terms of this Agreement incorporating by reference any further terms contained as mutually agreed-upon in writing by the parties hereto.

2. DSI shall own all right, title and interest in and to Developed Software and any documentation delivered with the Developed Software that Customer expects DSI to cover and support with Maintenance. The Developed Software and associated documentation shall not be a "work made for hire" or a "specially commissioned work" as these terms are used in United States copyright law. Notwithstanding anything contained herein to the contrary, if Customer does not wish to receive Maintenance with respect to Developed Software, then any component of Developed Software or Derived Software, other than Licensed Products and pre-existing software, shall be the sole property of Customer.

3. The Services supplied by DSI under this Article shall be performed in a professional and workmanlike manner. However, DSI shall have no responsibility for problems caused by alterations or modifications made by Customer to the Software, unless Customer was directed or otherwise authorized in writing by DSI, or arising out of the malfunction of Customer's equipment, network or other software products not licensed by DSI.

4. DSI may subcontract the performance of any Services. DSI shall be responsible for Services performed by its subcontractors. DSI is solely responsible for fulfilling the Agreement, with responsibility for all services offered and products to be delivered as stated in the RFP, DSI's proposal, and this Agreement. DSI shall be the sole point of contact regarding all contractual matters.

5. Customer acknowledges that consulting services may be obtained from third parties, and that Customer's decision to purchase Services from DSI is made independently of Customer's decision to license DSI's Licensed Products.

6. DSI will require all DSI personnel and subcontractors to comply with

Customer's instructions pertaining to conduct, appropriate dress code requirements and facility security regulations. DSI personnel and subcontractors will be subject to a background check at Customer's sole expense. DSI is responsible for all acts of DSI personnel and subcontractors. DSI shall make personnel and subcontractors aware of the provisions Neb. Rev. Stat. §28-322-01 which states that it shall be a Class III felony for individuals working for or under contract for the Nebraska Department of Correctional Services ("NDCS") to engage in sexual contact or relations with an inmate or parolee within the State correctional system, and that no inmate nor parolee is legally capable of giving consent to any such relationship.

DSI personnel and subcontractors shall be subject to departmental security checks prior to their arrival on site, and will carry proper identification with them at all times while on facility grounds. NDSCS staff will escort DSI's personnel and subcontractors in all secure areas.

DSI shall inform personnel and subcontractors of the NDSCS Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into an NDSCS-owned or controlled property. Such products must remain in DSI's locked vehicles while on NDSCS-owned or controlled property.

7. In respect to its employees, DSI agrees to be responsible for the following:

- (a) Any and all employment taxes and/or other payroll withholding;
- (b) Any and all vehicles used by the DSI's employees, including all insurance required by state law;
- (c) Damages incurred by DSI's employees within the scope of their duties under this Agreement which shall to the extent permitted by law, be subject to insurance limits as stated in Article IX;
- (d) Maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing state law; and
- (e) Determining the hours to be worked and the duties to be performed by the DSI's employees.

ARTICLE V. TRAINING

Customer may elect to receive training related to the Licensed Products, which is offered by DSI ("Training"). Any such Training will be provided under the terms of this Agreement and under DSI's Training policies and pricing. Pricing for initial Training shall be per the fee quoted in RFP response. Additional training shall be billed at DSI's then current prices.

ARTICLE VI. NON-DISCLOSURE

1. All materials and information provided by Customer or acquired by DSI on behalf of the Customer shall be regarded as confidential information "Confidential Information". All materials and information provided by Customer or acquired by DSI on behalf of the Customer shall be handled in accordance with Federal and State Law, and ethical standards. DSI must ensure the confidentiality of such materials or information.

2. The Customer shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by DSI pursuant to this Agreement.

3. If DSI wishes to have any information withheld from the public, such information must fall within the definition of Proprietary Information. Proprietary Information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, if DSI submits information as proprietary, DSI may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State of Nebraska's definition of proprietary information, the Customer is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

4. To the extent permitted by Nebraska law, if either party is required by legal proceeding discovery request, "open records" or equivalent request, investigative demand, subpoena, court or government order to disclose Confidential or Proprietary Information, such party may disclose such Information provided that:

- (i) the disclosure is limited to the extent and purpose legally required.

5. To the extent permitted by Nebraska law, Customer shall hold the Proprietary Information in confidence and only disclose the Proprietary Information to its officers, employees, consultants, counsel, independent contractors, or agents (collectively "Representatives") who:

- (i) need the Proprietary Information to assist the Customer with performing its obligations or exercising its rights under this Agreement;
- (ii) have been instructed not to disclose the Proprietary Information;

- and
- (iii) for other than Customer's employees, have executed a nondisclosure or confidentiality agreement with Customer, a copy of which shall be supplied to DSI upon request, at least as protective as this Agreement of the Proprietary Information of DSI.

Nothing in this section shall be interpreted to increase Customer's responsibility or duty under Article VI, Number 3, which states; Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State of Nebraska's definition of proprietary information, the Customer is under no obligation to maintain the confidentiality of Proprietary Information and accepts no liability for the release of such information.

6. All Confidential or Proprietary Information and other materials embodying such information shall, upon termination of this Agreement and either party's written request, be promptly returned, and the party shall provide written certification to the other party of such destruction.
7. Either party may at any time independently develop information similar to, or products and services that compete with products or services identified in, the Proprietary or Confidential Information.

ARTICLE VII. WARRANTY, CLAIMS, REMEDY AND EXCLUSIONS

1. DSI warrants that the Licensed Products will perform substantially in accordance with the Documentation for the particular Licensed Product (hereinafter referred to as the "Licensed Products Warranty"). The term of this warranty is a period of nine (9) months following the first date of Delivery of Licensed Products to Customer's first designated site ("Initial Warranty"). If Customer purchases Maintenance from DSI, this warranty will also be in force during any Period of Coverage (each a "Licensed Products Warranty Period").
2. Customer shall notify DSI of any claim under the Licensed Products Warranty during the Licensed Products Warranty Period (when given, a "Warranty Notice"). Such notice shall be given with sufficient information and time to allow DSI to duplicate the error.
3. For any claim under the warranty in this Article VII, DSI's sole obligation shall be, without additional charge, to correct the substantial non-conformance identified in the Warranty Notice or provide a mutually acceptable plan for correction no later than sixty (60) days following the receipt of Warranty Notice (the "Resolution Deadline"). Should DSI fail to provide such correction or mutually acceptable plan by the Resolution Deadline, Customer;
- (i) if during the initial warranty term, may elect to terminate this Agreement and receive a refund of all fees paid to DSI; and
- (ii) if during a Period of Coverage, DSI shall provide Customer, upon Customer's written request, a refund of all fees paid including maintenance for the particular Licensed Product for the Period of Coverage in which the claim arose.
4. The warranty in this Article is not applicable to claims arising out of:
- (i) releases of the Licensed Products other than the most current release, however, if new releases come out during the nine (9) month warranty period, the warranty will not be terminated;
- (ii) alterations or modifications to the Licensed Products made by anyone other than DSI, unless at DSI's direction;
- (iii) Accessory Products;
- (iv) malfunctions of Customer Systems; or
- (v) combination, operation, or use of the Licensed Products with other equipment, devices, or software not supplied by DSI or approved by DSI in its Documentation.
5. DSI shall identify in writing all third-party warranties that DSI receives in connection with any product provided to the Customer. DSI hereby passes through the benefits of all such warranties, provided that nothing in this Article VII shall reduce or limit DSI's obligations under this Agreement.

DSI warrants that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Agreement.

DSI warrants that there are no actions, suits, proceedings, pending or threatened, that will have a material adverse effect on DSI's ability to fulfill its obligations under this Agreement. DSI further warrants that it will notify Customer immediately if DSI becomes aware of any action, suit or proceeding, pending or threatened, that will have a material adverse effect on DSI's ability to fulfill the obligations under this Agreement.

DSI warrants that it has and will continue to have free and clear title (including all proprietary rights) to any products delivered to Customer and the right to license, transfer, or assign any and all products that are licensed, transferred, or otherwise provided to the Customer by DSI pursuant to this Agreement. DSI shall not create or permit the creation of any lien,

encumbrance, or security interest in any product sold, rented, leased, or licensed to the Customer.

DSI warrants that the Software provided in connection with this Agreement will not infringe any patent, trademark, copyright, or other proprietary right of any third party. DSI further warrants that any information disclosed to the Customer will not contain the trade secrets of any third party, unless disclosure is permitted by such third party.

6. DSI makes no warranty as to the adequacy or capacity of any hardware or third party software to attain all or some of the performance objectives of Customer. Notwithstanding the foregoing, DSI warrants that hardware and third party software will perform substantially in compliance with any specifications enumerated in DSI's response to the State of Nebraska's Request for Proposal. **EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS ARTICLE VII, ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.**

ARTICLE VIII. LIMITATION OF LIABILITY

1. To the extent permitted by law, DSI's liability for damages under this Agreement shall be limited to two (2) times all fees paid by Customer under this Agreement giving rise to the liability. **TO THE EXTENT PERMITTED BY LAW, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, PROFITS, DATA, (OR USE THEREOF), OR BUSINESS INTERRUPTION ARISING OUT OF EITHER PARTY'S ACT OR FAILURE TO ACT, WHETHER SUCH DAMAGES ARE LABELED IN TORT, CONTRACT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY EXCLUSIVE REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.** It is understood by the parties that in the Customer's opinion, this paragraph is unconstitutional under the State's Constitution, Article 13, Section 3, and the State may assert such unconstitutionality as a theory in litigation, despite assent to the remainder of this Agreement.

ARTICLE IX. INFRINGEMENT CLAIMS

1. DSI shall indemnify, defend, and hold Customer harmless against any loss, liability, cost, or expense related to any third party claim alleging intellectual property infringement or misappropriation related to the Licensed Products. DSI's obligation under the preceding sentence is conditioned on Customer promptly notifying DSI of any claim, demand, or action for which indemnity is sought, granting to DSI the sole authority to defend or settle the claim, subject to the approval of the Nebraska Attorney General's Office, and reasonably cooperating, at DSI's expense, in the defense or settlement of any such claim.
2. If Customer is prevented from using the Licensed Products due to a claim of intellectual property infringement or misappropriation by a third party, DSI shall, at its expense:
- (i) procure for Customer the right to continue to use the Licensed Products; or
- (ii) replace or modify the Licensed Products so they are no longer covered by the claim while retaining substantially similar functionality. Provided, however that Customer reasonably approves such replacement or modified products.
- In the event neither (i) nor (ii) (above) are commercially feasible, DSI may, by written notice to the Customer, immediately terminate this Agreement as it relates to the Licensed Product forming the basis of the claim and return the license and maintenance fees paid by Customer for those Licensed Products. To the extent permitted by law, Sections 1 and 2 of this Article IX constitute DSI's entire obligation to Customer with respect to any third party claim of infringement and is given to Customer solely for its benefit.
3. To the extent permitted by law, DSI shall have no liability for any claims of intellectual property infringement or misappropriation that arise out of:
- (i) alterations or modifications to the Licensed Products made by anyone other than DSI, unless directed by DSI in writing;
- (ii) the use of a release of the Licensed Products prior to the current release if the claim for which indemnity is sought could have been avoided by the use of a current release provided Customer was notified by DSI of current release and its ability to remedy such infringement.
- (iii) the combination, operation, or use of the Licensed Products with equipment, devices, or software not supplied by DSI or approved

- by DSI in its Documentation; or
 (iv) a use of the Licensed Products in a manner not contemplated within the Documentation.

ARTICLE X. PRICES AND PAYMENT

1. All prices for Licensed Products, costs, terms and conditions outlined in this Agreement, DSI's RFP Response, and any attached exhibits or addenda shall remain fixed and valid for the life of this Agreement unless allowed to be so modified by the terms of this Agreement. Data collection hardware and Accessory Product prices quoted in RFP Response apply only to the initial project. DSI represents and warrants that all prices, now or subsequently specified, are as low as and no higher than prices which DSI has charged or intends to charge consumers other than the Customer for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of this Agreement, DSI shall reduce any and all/or all prices charged to any consumers other than the Customer for the same or similar products or services specified herein, DSI shall make an equal or equivalent reduction in the corresponding prices for said specified products or services. DSI also represents and warrants that all prices set forth in this Agreement and all prices in addition which DSI may charge under the terms of this Agreement, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. DSI agrees to hold the Customer harmless from any such violation. Price quotes shall not be subject to increase throughout the Agreement term unless specifically allowed under this Agreement. Maintenance fee percentage, when permitted to be increased, may not be increased for any reason by more than three (3%) percent.

2. Customer hereby agrees, in consideration of the covenants and agreements specified to be kept and performed by DSI, to pay DSI when the terms and conditions of this Agreement and specifications have been fully completed and fulfilled on the part of DSI to the satisfaction of the Customer. Payment will be made in compliance with the State of Nebraska Prompt Payment Act (see Neb. Rev. Stat. Sections 81-2401 to 81-2408).

3. Customer may withhold twenty percent (20%) of license fees due for Licensed Products. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, DSI will invoice Customer for any outstanding work and for the retainage. Customer may reject the final invoice by identifying the specific reasons for such rejection in writing to DSI within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the Customer will release the final payment and retainage in accordance with payment terms.

4. Subject to paragraph 3 above, Customer shall pay license fees due under this Agreement in accordance with Nebraska's Prompt Payment Act, Neb. Rev. Stat. §81-2401 through 81-2408.

5. Maintenance fees shall be due in accordance with paragraph 2 above. If Customer fails to remit Maintenance fees, DSI will have no duty to provide Maintenance under Article III until Customer remits such fees, provided that DSI first invoices Customer.

6. Payment for Services shall be due as mutually agreed and stated in an Engagement Document and payable in accordance with paragraph 2 above.

7. If Customer elects to receive Training, Customer shall pay DSI for initial Training per fee quoted in RFP response. Thereafter, Customer shall pay DSI for Training received at the then current pricing in accordance with Training policies.

8. Customer is not required to pay taxes of any kind and assumes no such liability as a result of this Agreement. Any tax applicable on DSI's products which may be installed in a Customer-owned facility is the responsibility of DSI. DSI shall be solely responsible for all taxes based on its personal property and net income.

9. All payments made under this Agreement shall be in United States Dollars and payable in ready funds to DSI's designated United States bank account, unless otherwise agreed by the parties hereto. Unless otherwise agreed to by the parties, all invoices to Customer will be sent to Customer's address appearing below:

Nebraska Department of Correctional Services
 P.O. Box 94661
 Lincoln, NE 68509-4661

ARTICLE XI. INSURANCE REQUIREMENTS

DSI shall not commence work under this Agreement until all the insurance required hereunder has been obtained and such insurance has been approved by the Customer. DSI shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the Customer (or DSI). Approval of the insurance by the Customer shall not limit, relieve or decrease the liability of the DSI hereunder.

If by the terms of any insurance a mandatory deductible is required, or if DSI elects to increase the mandatory deductible amount, DSI shall be

responsible for payment of the amount of the deductible in the event of a paid claim.

1. WORKERS' COMPENSATION INSURANCE

DSI shall take out and maintain during the life of this Agreement the statutory Workers' Compensation and Employer's Liability Insurance for all of DSI's employees to be engaged in work on the project under this Contract and, in case any such work is sublet, DSI shall require any subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. Where applicable, this policy shall provide USL&H coverage. This policy shall include a waiver of subrogation in favor of the Customer. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

DSI shall take out and maintain during the life of this Agreement such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect DSI and any subcontractor performing work covered by this Agreement from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Agreement, whether such operation be by DSI or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the Customer, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the Customer shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

- a. Workers' Compensation and Employer's Liability
 - Coverage A Statutory
 - Coverage B
 - Bodily Injury by Accident \$100,000 each accident
 - Bodily Injury by Disease \$500,000 policy limit
 - Bodily Injury by Disease \$100,000 each employee
- b. Commercial General Liability
 - General Aggregate \$2,000,000
 - Products/Completed Operations Aggregate \$2,000,000
 - Personal/Advertising Injury \$1,000,000 any one person
 - Bodily Injury/Property Damage \$1,000,000 per occurrence
 - Fire Damage \$50,000 any one fire
 - Medical Payments \$5,000 any one Person
- c. Commercial Automobile Liability
 - Bodily Injury/Property Damage \$1,000,000 combined single limit
- d. Umbrella/Excess Liability
 - Over primary insurance. \$1,000,000 per occurrence

4. EVIDENCE OF COVERAGE

DSI shall furnish the Customer with a certificate of insurance coverage, which shall be submitted to the Department of Administrative Services, Risk Management Division at 521 S. 14th Street, Suite 104, Lincoln, NE 68508 or by facsimile 402-471-2800. These certificates or the cover sheet shall reference the contract number, and the certificates shall include the name of the company, policy numbers, effective date, dates of expiration and amounts and types of coverage afforded. If the Customer is damaged by the failure of the DSI to maintain such insurance, then DSI shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to the Customer when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

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ARTICLE XII. GENERAL.

1. This Agreement is a licensing and services agreement and not a sale of goods. This Agreement shall not be subject to the United Nations Convention on Contracts for the Sale of Goods. Actions arising out of this Agreement shall be subject to the State of Nebraska's statutes of limitations.

2. All disputes arising out of or related to this Agreement shall be determined under the law of the State of Nebraska without regard to its conflict of laws provisions. DSI shall procure and pay for all permits, licenses and approvals necessary for the execution of this Agreement. DSI shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations, including securing a certificate of authority to transact business in the State of Nebraska as required under Neb. Rev. Stat. § 21-20,168.

3. This Agreement shall commence on the date of execution or second signature "Effective Date" and shall continue for a period of five (5) years. This Agreement may be renewed for five (5) additional one (1) year periods as mutually agreed upon by the parties. The licenses provided under this Agreement shall be perpetual. This Agreement may be terminated as follows:

(a) DSI and Customer may by mutual written agreement, terminate this Agreement at any time.

(b) Customer may terminate this Agreement, for any reason or no reason at all, by providing DSI with thirty (30) days notice.

(c) Customer may terminate this Agreement, in whole or in part, in the event funding is no longer available. The Customer's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of the funds for this Agreement. Should said funds not be appropriated, the Customer may terminate this Agreement with respect to those payments for the fiscal years for which such funds are not appropriated. The Customer will give DSI written notice thirty (30) days prior to the effective date of any termination by loss of appropriation. All obligations of the Customer to make payments after the termination date will cease and all interest of the Customer in related equipment will terminate. DSI shall be entitled to receive just and equitable compensation for any authorized work which had been satisfactorily completed as of the termination date. In no event shall DSI be paid for a loss of anticipated profit.

(d) Customer may terminate the Agreement, in whole or in part, if DSI fails to perform its obligations under this Agreement in a timely and proper manner. Customer may, by providing a written notice of default to DSI, allow DSI to cure a failure or breach of contract within a period of thirty (30) days (or longer at Customer's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing DSI time to cure a failure or breach of contract does not waive the Customer's right to immediately terminate this Agreement for the same or different contract breach which may occur at a different time.

(e) If Customer violates this Agreement, DSI, in addition to any other rights available to it in law or equity, may give written notice of its desire to terminate and the specific grounds for termination to Customer. Following the giving of such notice, this Agreement will then terminate if the Customer fails to cure the breach within thirty (30) days of the notice.

(f) Customer may terminate this Agreement effective immediately by giving written notice to DSI if DSI becomes insolvent, admits a general inability to pay its debts as they come due, or makes an assignment for the benefit of creditors or a petition under any bankruptcy act is filed by DSI or such a petition is filed by any third party or an application for a receiver of DSI is made by anyone and such petition or application is not dismissed within sixty (60) days.

4. Upon any termination of this Agreement, Customer shall provide DSI with all outstanding payments due for work performed to the satisfaction of Customer and, within ten (10) days of the termination, uninstall the Documentation and Software and return same to DSI or destroy the Documentation and Software and provide written certification of such destruction to DSI. Articles VI, VII, sections 3,4, and 5, IX and XI, sections 1,2,6, and 7 of this Agreement shall survive any termination.

5. Customer shall not export, re-export, or otherwise transmit, directly or indirectly, any software, information, data, or other materials received under this Agreement except in full compliance with all United States and other applicable acts, laws, and regulations.

6. The Licensed Products and Documentation are provided to Customer as a commercial item strictly under the terms and conditions of this Agreement and include only those rights customarily available to the public. The Customer is not authorized to permit disclosure by any agency or other part of the Federal Government that exceeds in any way the use and disclosure rights (i) conveyed to Customer in this Agreement; or (ii) provided in FAR 12.212 (Computer Software) and (for Department of Defense use or disclosure) DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), whichever set of rights provided in (i) or (ii) are the more restrictive. If an agency or other part of the Federal Government has a need for rights not conveyed under this Agreement, it

must negotiate with DSI for the transfer of such rights.

7. DSI shall not, at any time, recruit or employ any of Customer's employees or agents who have worked on the Request for Proposal ("RFP") or project, or who had any influence on decisions affecting the RFP or project.

8. All notices required or permitted to be given shall be in writing sent by courier or certified mail, return receipt requested, to the recipients at the addresses contained in this Agreement or to such other recipients as the parties may specify from time to time by written notice to the other party, and deemed to be effective upon delivery.

9. This Agreement, the State of Nebraska Request for Proposal #1328, DSI's Proposal Response and any attached exhibits, addenda, and amendments, each of which is hereby incorporated by reference, constitute the complete and exclusive agreement between the parties concerning the subject matter of this Agreement and supersede any prior or contemporaneous communication regarding the subject matter of this Agreement. In case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) this Agreement and any other Agreement amendments with the latest dated amendment having the highest priority, 3) RFP addenda or amendments with the latest dated amendment having the highest priority, 4) the original RFP, 5) the signed RFP form, 6) DSI's proposal.

10. Any modification of any term or condition of this Agreement or any amendment to this Agreement shall be effective only if in writing and signed by authorized representatives of both parties. No other act, usage, or custom shall be deemed to modify this Agreement.

11. Any waiver of any default or breach of this Agreement shall be effective only if in writing and signed by an authorized representative of the party providing the waiver. No such waiver shall be deemed to be a waiver of any other or subsequent breach or default.

12. If any provision of this Agreement is held to be invalid, the remaining portions of this Agreement shall remain in full force.

13. Neither party may assign this Agreement, in whole or in part, without the written consent of the other party and any such attempt at assignment shall be void. Notwithstanding the immediately preceding sentence, the Customer may assign to any agency, board, commission, division or other State of Nebraska entity with prior written notice to DSI and DSI may assign this Agreement in the event of a sale of all or substantially all of its assets or equity, provided that prior notice is given to Customer. This Agreement shall extend to and be binding upon any successors and permitted assigns of the parties. Successors shall be required to execute an Addendum accepting assignment of this Agreement. This Addendum shall not include new or additional terms and conditions, but shall make successor subject to the terms and conditions contained in this Agreement.

14. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this Agreement due to a natural disaster, government actions or terrorism or other similar event outside the control of and not attributable to the fault or negligence of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the Agreement. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under the Agreement which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with DSI's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this Agreement.

15. If a version of this Agreement is provided in a language other than English and there is an inconsistency between the terms and conditions of the two versions, the English version shall control. The exchange of a fully executed Agreement by fax, whether by separately executed counterparts or otherwise, shall be binding on the parties.

16. DSI agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the Customer. News releases pertaining to the project shall not be issued without prior written approval from the Customer.

17. This Agreement does not constitute and shall not be construed as constituting a partnership, agency, distributorship, or joint venture between the parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever.

18. Any purchase order of Customer accompanying either an Attachment to this Agreement or a Customer payment is for Customer's internal use only and its terms shall not alter or amend the terms of this Agreement, any additional or varying terms contained in such instrument being expressly rejected.

19. DSI shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity

employment. Neither DSI nor any subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment, because of his or her race, color, religion, sex disability or national origin.

20. DSI certifies that it maintains a drug free workplace environment. DSI agrees to provide a copy of a drug free workplace policy at any time upon request by the Customer.

21. DSI shall, if requested by the Customer, certify in writing that no relationship exists between DSI and any other person or organization that constitutes a conflict of interest with respect to this Agreement. No official or employee of the Customer who exercises any functions or responsibilities in the review or approval of this Agreement shall voluntarily acquire any personal interest, directly or indirectly, in this Agreement.

22. Nebraska Technology Access Standards. DSI shall review the Nebraska

Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility/tacfinal.html> and ensure that products provided under this Agreement comply with the applicable standards. In the event such standards change during DSI's compliance, the Customer may create a change order to the Agreement to request that DSI comply with the changed standard at a cost mutually agreed to by both parties.

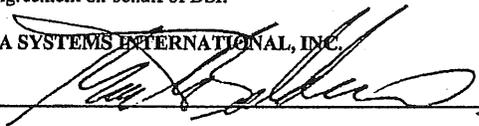
23. DSI may subcontract the performance of any maintenance services for Accessory Products. DSI shall be responsible for services performed by its subcontractors. DSI is solely responsible for fulfilling the Agreement, with responsibility for all third party maintenance services offered and products to be delivered as stated in the RFP, DSI's proposal, and this Agreement.

EACH PARTY REPRESENTS THAT IT HAS FULL AUTHORITY AND POWER TO ENTER INTO AND PERFORM UNDER THIS AGREEMENT, AND THAT THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT.

By execution, signer certifies that signer is authorized to accept and execute this Agreement on behalf of DSI.

DATA SYSTEMS INTERNATIONAL, INC.

By: _____



Print Name: Mark L. Baldwin

Title: Chief Financial Officer & General Counsel

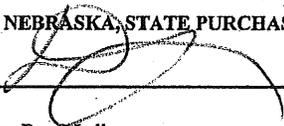
Date: _____

July 10, 2006

By execution, signer certifies that signer is authorized to accept and execute this Agreement on behalf of Customer.

STATE OF NEBRASKA, STATE PURCHASING BUREAU

By: _____



Print Name: Don Medinger

Title: DAS Materiel Division, Administrator

Date: _____

July 11, 2006

AS

**SOFTWARE LICENSE, SERVICES AND MAINTENANCE AGREEMENT
ATTACHMENT A**

Customer: State of Nebraska
Address: 301 Centennial Mall South, 1st Floor
Lincoln, NE 68508

LICENSE GRANT: Data Systems International, Inc. (DSI), grants to Customer, and Customer accepts, subject to the terms and conditions set out in the Agreement of which this Attachment is a part, a non-exclusive and non-transferable perpetual limited license to use the Licensed Products noted below:

LICENSED PRODUCTS:			
dcLINK for EnterpriseOne Licensed Products			
	Description	# of Licenses	License Fee
<input checked="" type="checkbox"/>	Base Foundation – CNC Software	1	
<input checked="" type="checkbox"/>	Logistics Suite	1	
<input checked="" type="checkbox"/>	DSI TCP / IP User Licenses, Production	16	
<input checked="" type="checkbox"/>	DSI TCP / IP User Licenses, Test/Development	1	
<input type="checkbox"/>	TimeTrac Module		
<input type="checkbox"/>	AssetTrac Module		
<input type="checkbox"/>	PalletTrack Module		
<input type="checkbox"/>	Mobile Application Module		
<input type="checkbox"/>	RFID Activator Module		
<input type="checkbox"/>	RFID Portal License		
PC Server & Printing Software			
<input checked="" type="checkbox"/>	TranServer License, Production	1	
<input checked="" type="checkbox"/>	TranServer License, Test/Development	1	
<input type="checkbox"/>	MobileServer License		
<input type="checkbox"/>	TranPrint Only License – No Software		
<input type="checkbox"/>	TranPrint Premier Printing License, Production		
<input type="checkbox"/>	TranPrint Premier Printing License with RFID Module		
<input type="checkbox"/>	TranPrint Additional Printer Seat		
<input type="checkbox"/>	Tranprint RFID Print Module		
<input type="checkbox"/>	TranPrint RFID Printer Seat		
<input type="checkbox"/>	OmniReplicator Source Server License		
<input type="checkbox"/>	OmniReplicator Target Server License		
TOTAL LICENSE FEE (In US Dollars)			\$58,100.00

Licensed Products listed above which are designated for testing/development shall not be used or transferred into production.

Maintenance Fees:		
Initial Period of Coverage – Begin Date:	07/11/06 08/01/2006	
Initial Period of Coverage – End Date:	07/31/2011	
Maintenance Services Fee Due for First Year and Each Additional Year of Initial Period of Coverage*	\$14,966.25	<i>(In U.S. Dollars)</i>

*The State will pay for each year of maintenance services on an annual basis.

THIS ATTACHMENT, INCLUDING ITS TERMS AND CONDITIONS, AND THE AGREEMENT OF WHICH IT IS A PART, AND ALL DOCUMENTS INCORPORATED INTO SUCH AGREEMENT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PRIOR OR CONCURRENT UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS ATTACHMENT AND THE AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN THE EVENT OF A CONFLICT BETWEEN THE PRICES CONTAINED IN THIS ATTACHMENT AND THE AGREEMENT, THE PRICES IN THIS ATTACHMENT SHALL PREVAIL. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND ARE RATIFIED HEREBY. THIS ATTACHMENT SHALL NOT BE EFFECTIVE UNTIL THE DATE OF EXECUTION OR SECOND SIGNATURE.

EACH PARTY REPRESENTS THAT IT HAS FULL AUTHORITY AND POWER TO ENTER INTO AND PERFORM UNDER THIS AGREEMENT, AND THAT THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT.

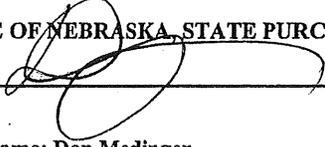
By execution, signer certifies that signer is authorized to accept and execute this Attachment on behalf of DSI.

By execution, signer certifies that signer is authorized to accept and execute this Attachment on behalf of Customer.

DATA SYSTEMS INTERNATIONAL, INC.

STATE OF NEBRASKA, STATE PURCHASING BUREAU

By: 

By: 

Print Name: Mark L. Baldwin

Print Name: Don Medinger

Title: Chief Financial Officer & General Counsel

Title: Administrator, DAS Materiel Division

Date: July 10, 2006

Date: July 11, 2006

Data Systems International Third Party Access and Confidentiality Agreement has been removed due to being marked as confidential information.



Client: Cornhusker State Industries
 Contract 18997 O4
 DSI Project Number: 4310
 Project Description: dcLINK 4.2 Implementation

1.1 Amendment Description

During the project planning meeting completed on August 3, 2006, the original requirements for the project were reviewed. Cornhusker State Industries personnel identified several changes to the original requirements. Those changes are summarized in section 1.2 of this document.

1.2 Summary of Change

Qty	Item	Complexity	Hours	Dollars	Comments
Removals/Changes					
1	Inventory Adjustment (Positive)	Standard	-3	\$ (575.00)	Removed
1	PO Receipt by Item Custom - Open Receipt	Standard	-5	\$ (975.00)	Removed
1	Inquiry by Item	New(B)	-36	\$ (7,050.00)	Removed
1	Inventory Transfer Setup - Peripheral - TranPrint	Standard	-3	\$ (575.00)	Removed 1 of 2
1	Setup - Barcode Printers	Standard	-2	\$ (400.00)	Removed
1	Labels DSI will Create	Basic	-4	\$ (700.00)	Removed
2	Scripts printing labels	Basic	-11	\$ (2,125.00)	Removed
2	Inventory Issue	Basic	-15	\$ (2,800.00)	Removed (See Change/Add for replacement)
1	Inventory Reclass	Standard	-6	\$ (1,200.00)	Removed (See Change/Add for replacement)
1	Inventory Reclass	Standard	-4	\$ (775.00)	Removed (See Change/Add for replacement)
1	PO Receipt by PO Ship Confirmation by	Standard	-2	\$ (375.00)	Removed (See Change/Add for replacement)
1	Pick Slip	Standard	-4	\$ (750.00)	Removed (See Change/Add for replacement)
Additions					
3	Scripts printing labels	Intermediate	30	\$ 3,915.00	Change/Add
1	Inventory Issue	Standard(I)	22	\$ 4,163.00	Change/Add
1	Inventory Reclass	Standard(I)	23	\$ 4,362.00	Change/Add
1	PO Receipt by PO Ship Confirmation by	Standard(B)	23	\$ 4,425.00	Change/Add
1	Sales Order	Standard(I)	20	\$ 3,820.00	Change/Add
1	WO Completion	Standard(B)	19	\$ 3,630.00	Add
1	WO Issue	Standard	2	\$ 370.00	Add
Total of Changes			44	\$6,385.00	

1.3 Billing Schedule

DSI will invoice CORNHUSKER STATE INDUSTRIES a fixed fee of **\$6,385**, in addition to the original contact implementation amount of \$76,900 (line 3 of contract 18997 O4) plus applicable expenses. The fee will be invoiced according to the following billing schedule. All fees are shown in US Dollars (USD).

Billing Milestone	Billing Amount for Services (USD)
30% of fixed fees upon signature of Solution Requirements Specification (SRS) and Project Management Plan documents (PMP)	\$1,916
20% of fixed fees upon signature of Solution Design Description (SDD)	\$1,277
30% of fixed fees upon client sign-off of testing results	\$1,915
20% of fixed fees upon conclusion of go-live activities	\$1,277
Implementation Fee Totals exclusive of expenses	\$6,385

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
18997 04

PAGE 1 OF 4	ORDER DATE 07/11/06
BUSINESS UNIT 46020607	BUYER RUTH GRAY
VENDOR NUMBER: 507213	
VENDOR ADDRESS: DATA SYSTEMS INTERNATIONAL 7801 W 110 ST OVERLAND PARK KS 66210-2305	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JULY 11, 2006 THROUGH JULY 10, 2011

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

AWARDED FROM RFP NUMBER 1328Z1

Contract to supply and deliver an AUTOMATED DATA COLLECTION (ADC) APPLICATION (BAR CODE APPLICATION) for use in the maintenance of inventory, shipping, receiving and manufacturing functions to Cornhusker State Industries (CSI), Nebraska Department of Correctional Services (NDCS) for the period from July 11, 2006 through July 10, 2011, with the option to renew for five (5) additional one (1) year periods as mutually agreed upon by all parties.

The contract shall incorporate the following previously submitted documents:

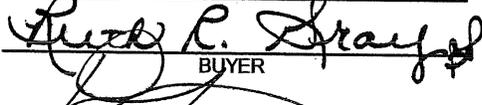
1. Contract Award;
2. Any Contract Amendments, including Amendment One, Software License, Services, and Maintenance Agreement and Software License, Services and Maintenance Agreement Attachment A, Third Party Access and Confidentiality Agreements, DSI/AMX International and DSI/Sarkit, Inc., in order of significance;
3. Any Request for Proposal Addenda and or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal;

CONTACT: Mark L. Baldwin, (Contractural)
PHONE: 913-696-8000
FAX: 913-696-4081

CONTACT: Mike Murphy, Client Solution Executive, (Client Services)
PHONE & CELL: 866-340-4214
FAX: 866-340-4215
EMAIL: mike.murphy@dsionline.com

Line	Description	Qty	UM	Unit Price	Extended Price
1	edcLINK for OneWorld Software	1	LS	58,100.0000	58,100.00

Original/Bid Document 1328 Z1, Original Line # 1


BUYER
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
18997 04

PAGE 2 OF 4	ORDER DATE 07/11/06
BUSINESS UNIT 46020607	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line	Description	Qty	UM	Unit Price	Extended Price
Base Foundation - Client/Server Software					
Procurement, Inventory Management and Sales Orders Interfaces					
2 TranServer Licenses (Production and Development)					
TranPrint License (Bar Code Printing)					
17 User (Device) Licenses					
2	Year One (1) Annual Software	1	EA	14,966.2500	14,966.25
Original/Bid Document 1328 Z1, Original Line # 2					
Maintenance and Support					
Update/Response Line Fee					
(Discounted Rate of 15% when DC devices are acquired from DSI)					
3	Installation and	76900	\$	1.0000	76,900.00
Original/Bid Document 1328 Z1, Original Line # 3					
Implementation Services					
(Does not include travel expenses)					
4	RF Data Collection Hardware	1	LS	42,234.0000	42,234.00
Original/Bid Document 1328 Z1, Original Line # 4					
Devices, Intermec CK 31					
(17 devices, batteries, accessories and first year maintenance)					
5	Travel Expenses	10000	\$	1.0000	10,000.00
Air Travel, Lodging, Food, Mileage					
6	Year Two (2) Annual Software	1	LS	14,966.2500	14,966.25
Maintenance and Support					
Update/Response Line Fee					
(Discounted Rate of 15% when DC devices are acquired from DSI)					
7	Year Three (3) Annual Software	1	LS	14,966.2500	14,966.25
Maintenance and Support					
Update/Response Line Fee					

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

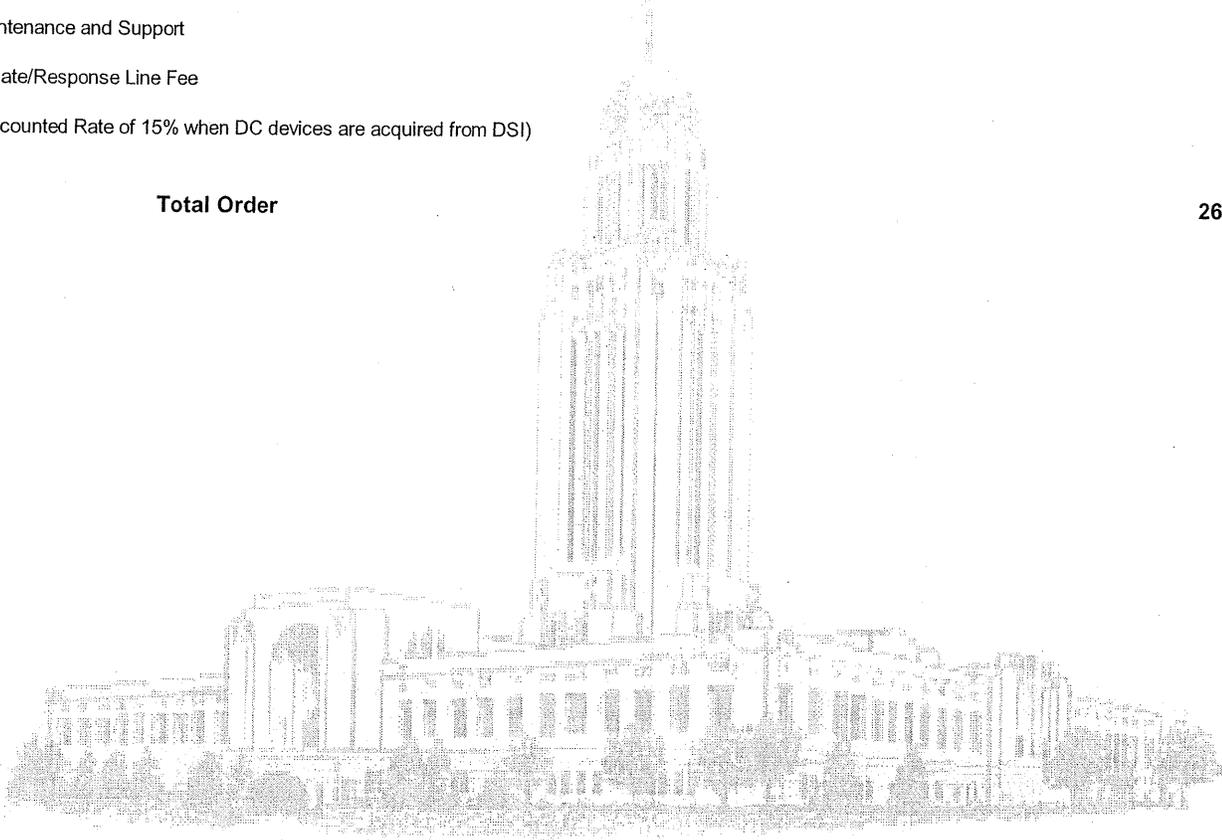
OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
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CONTRACT NUMBER
18997 04

PAGE 3 OF 4	ORDER DATE 07/11/06
BUSINESS UNIT 46020607	BUYER RUTH GRAY
VENDOR NUMBER: 507213	

Line	Description	Qty	UM	Unit Price	Extended Price
(Discounted Rate of 15% when DC devices are acquired from DSI)					
8	Year Four (4) Annual Software Maintenance and Support Update/Response Line Fee	1	LS	14,966.2500	14,966.25
(Discounted Rate of 15% when DC devices are acquired from DSI)					
9	Year Five (5) Annual Software Maintenance and Support Update/Response Line Fee	1	LS	14,966.2500	14,966.25
(Discounted Rate of 15% when DC devices are acquired from DSI)					
Total Order					262,065.25



STATE OF NEBRASKA
Lincoln, Nebraska

STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES AND LEASING SOLICITATION AND OFFER

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address:

<http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

SCOPE: These standard conditions and terms of Request for Proposal for Contractual Services and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

EXECUTION: Proposals must be signed in ink by the bidder on the State of Nebraska's Request for Proposal for Contractual Services form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal for Contractual Services form. Erasures and alterations must be initiated by the contractor in ink. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

PAYMENT: Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act (Neb. Rev. Stat. §81-2401 through 81-2408). The State may request that payment be made electronically instead of by State warrant.

COLLUSIVE BIDDING: The bidder's signature on the State of Nebraska's Request for Proposal for Contractual Services form is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

SPECIFICATIONS: Bidders must submit a proposal in accordance with the Terms and Conditions of the Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: The State, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the State are deemed to be rejected.

PROPOSAL OPENING: Openings shall be public on the date and time specified in the Request for Proposal. It is the bidder's responsibility to assure the proposal is delivered no later than the designated date, time and place of the proposal opening. Telephone and/or fax proposals are not acceptable. A proposal may not be altered after opening of the proposals.

LATE PROPOSALS: Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned to the bidder unopened. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or other similar reasons.

RECYCLING: Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

AWARD: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

PERFORMANCE AND DEFAULT: The State reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

NONDISCRIMINATION: The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §§48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

DRUG POLICY: Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST: Grievance and protest procedure is available by contacting the buyer. Any Protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the internet.

**Amendment Number One
(RFP 1328Z1)**

The Parties agree that the following language below shall replace any corresponding and/or conflicting language in DSI's proposal response for the purposes of the overall agreement.

Scope of Engagement - DSI certifies that the Scope of Engagement document will not contain any terms and conditions contrary to the Request for Proposal, Amendment Number One, Software License, Services and Maintenance Agreement and Software License, Services and Maintenance Agreement Attachment A.

Pricing Summary - Total Fixed Price - DSI's fixed bid to perform all of the requirements of the project based on the requirements as outlined in the RFP for Installation and Implementation is \$76,900, plus expenses.

Travel Expenses - DSI accepts the State's \$38.00 per diem for food. DSI will utilize government selected lodging, at rates available to the government. DSI will rebill the State for air travel and/or mileage for resources traveling to work on the project. (DSI will coordinate travel with Cornhusker State Industries in an effort to obtain reasonable travel rates).

Implementation Services Project Pricing Details – Invoicing Schedule on Page 32 of DSI's Cost Proposal – DSI understands and agrees that the State cannot provide an initial payment upon signature of all agreements as per Neb. Rev. Stat. §73-506 and that payments shall be made when contractual deliverables are received and in accordance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 82-1408). DSI will allow rolling the first and second payments together as outlined in DSI's "Implementation Services Project Pricing Details" Schedule and invoice when the Solutions Requirements Specification and the Project Management Plan are accepted by CSI.

Payment for dcLINK for One World Software and RF Data Collection Hardware Devices – For the hardware, DSI will invoice the State upon shipment of the goods and payment shall be due upon receipt of goods subject to the State of Nebraska Prompt Payment Act. For the software, the DSI will invoice the State upon shipment of the software minus a 20% retainage as allowed per the terms and conditions stated in the RFP and payment will be due upon installation of the software subject to the State of Nebraska Prompt Payment Act, The retainage will be invoiced upon completion and acceptance of the project. Payment will be made to DSI by the responsible agency in compliance with the State of Nebraska Prompt Payment Act as referenced above.

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Automated Data Collection Application Proposal Pricing Summary – Costs DSI stated were excluded from their proposal that would be identified and billed later:

1. Reasonable travel expenses for consulting activities:

“Travel Expenses” outlined above.

2. Access Points, related RF infrastructure, installation services and bar code printers are not included.

DSI will not be responsible for any of these costs nor the installation associated with them. (The State plans to have staff take care of each of these items based upon input from DSI).

3. One data collection transaction server, operating system and database software to be utilized in the solution.

The State will acquire this hardware.

Data Systems International, Inc.

By: 

Name: Mark L. Baldwin

Title: Chief Financial Officer & General Counsel

Date: July 10, 2006

State of Nebraska

By: 

Name: Don J. Medinger

Title: Administrator, DAS Materiel

Date: July 11, 2006



Software License, Services, and Maintenance Agreement

This Agreement is between Data Systems International, Inc. ("DSI"), having its principal place of business at 7801 West 110th Street, Overland Park, Kansas 66210, and State of Nebraska ("Customer"), having a place of business at 301 Centennial Mall South, 1st Floor, Lincoln, NE 68508. In consideration of the mutual promises in this document, DSI and Customer agree as follows (the "Agreement").

ARTICLE I. DEFINITIONS

Accessory Products

Third party software or hardware delivered with the Licensed Products as a convenience to Customer, but not licensed under this Agreement.

Affiliate

The State of Nebraska Department of Correctional Services, Department of Administrative Services and Chief Information Officer's Office. Any new Affiliate(s) shall be required to execute an Affiliate Addendum to this Agreement. This Addendum shall not include any new or additional terms and conditions, but shall make Affiliate subject to the terms and conditions contained in this Agreement. For purposes of this Agreement, DSI's affiliates shall be any entity in which DSI has a ninety percent (90%) ownership interest, either directly or through a wholly owned subsidiary.

Customer System

Any server(s) and clients or other computer access devices on which the Licensed Products are installed or deployed, or which otherwise access the Licensed Products.

Delivery

The shipment (FOB Destination) of the media containing the Licensed Products.

Developed Software

Any software developed for Customer by DSI under Article IV of this Agreement.

Documentation

The user, technical, and training documentation produced by DSI and related to a Licensed Product as effective on the date of Delivery of the particular Licensed Product.

Licensed Products

The software programs, including any updates provided and Developed Software, licensed by Customer under this Agreement. Licensed Products does not include Accessory Products.

Software

The Licensed Products, including any software updates provided as a part of Maintenance, and Developed Software.

User

An individual authorized to access the Software under this Agreement.

Unless otherwise specified, all days referred to are calendar days.

All references to Customer shall mean Customer and its Affiliates.

ARTICLE II. LICENSE

License Grant

Subject to the terms and conditions of this Agreement:

1. Upon DSI's receipt of all license fees from Customer subject to payment terms granted in Article X herein, DSI grants to Customer a non-exclusive, non-transferable, subject to Article XII, Paragraph 13 hereof, limited perpetual license to use the Software and Documentation on the Customer System(s) for Customer's internal business operations. Internal business operations, for the purposes of this Agreement, shall include all operations within the normal course and scope of business for Customer.

2. DSI grants to Customer the right to modify the Licensed Products or use any development tools contained in the Licensed Products to create software ("Derived Software"). Such Derived Software is for internal use only and is subject to the terms and conditions of this Agreement. Unless otherwise agreed by the parties, DSI shall retain sole ownership of portions of any Software contained in the Derived Software.

License Restrictions

1. Access to the Software is limited to those categories below who have been licensed as a User (collectively "Customer Representatives"):

- (i) employees of Customer; and
- (ii) independent contractors engaged by Customer who require access to the Software to perform their tasks.

2. Customer shall be responsible for the acts and omissions of Customer's employees arising from the Software access provided by Customer. Customer agrees that prior to giving access to Software to any independent contractor of Customer that such independent contractor will be required to execute a Third Party Access and Confidentiality Agreement with DSI. Customer's failure to comply with this section shall constitute a material breach of this Agreement.

3. For any access to the Software to any party other than by an employee of Customer, Customer shall not provide access prior to such party's execution of the Third Party Access and Confidentiality Agreement between that party and DSI. Customer's failure to comply with this section shall constitute a material breach of this Agreement.

4. Access to the Software may not be provided to any individual or entity where such access is the primary purpose or value of the relationship. By way of example, and not limitation, the Software may not be provided or used by Customer for a timeshare, service bureau, third party training, or similar arrangement.

5. RESERVED

6. Customer shall not utilize any device or program to enable access to the Software in a manner such that the individual accessing the Software is not counted as a user as that term is used in any user-based licensing restrictions in this Agreement.

7. DSI may restrict the Software's distribution by Customer to a particular geographic destination outside of the United States, if DSI reasonably believes it necessary to protect its intellectual property rights.

Unless directed or specifically allowed in writing by DSI, Customer shall not, or cause anyone else to:

- (i) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code of any part of the Software, provided however, that if the Licensed Products are located in a jurisdiction whose laws explicitly permit some form of reverse engineering, Customer may do so solely to the extent so permitted by such law to achieve interoperability with other software, and Customer agrees to notify DSI prior to doing so;
- (ii) rent, lease, sublicense, or otherwise transfer any of the Software;
- (iii) copy the Documentation or Software except to the extent necessary for Customer's archival needs and to support the Users. All such copies shall be subject to this Agreement and contain all proprietary legends that appeared on or in the original; or
- (iv) remove or deface any proprietary legends on or in the Software.

8. The Licensed Products contain license protection procedures that limit access to the Software to that use permitted under this Agreement ("Software Protection Procedures"). The Software Protection Procedures will not destroy any of Customer's data or software. Unless directed, or specifically allowed by DSI, Customer shall not circumvent or render inoperative the Software Protection Procedures.

9. Customer may only use the Licensed Products that Customer has licensed from DSI under this Agreement, even though, upon receipt, the media may contain additional applications or modules. If Customer has access and uses such additional applications or modules, upon notification or discovery, DSI will offer the following options:

- 1. Customer shall discontinue use of the additional applications or modules in a reasonable timeframe without penalty; or
- 2. DSI and Customer will create a reasonable, jointly agreeable addendum to the License Agreement to allow continued usage of the additional applications or modules, which will be in compliance with Customer's budgeting and funding restrictions.

10. On DSI's request, not more frequently than annually, Customer shall furnish DSI with a signed certification verifying that the use of the Software is consistent with this Agreement and listing the locations and types of any servers on which the Software is installed or utilized as well as the Users. DSI, not more frequently than annually and at its own expense, may audit Customer's use of the Software to verify compliance with this Agreement.

Any audit will be conducted in a manner that avoids unreasonable interference with Customer's business operations and Customer will be provided with reasonable advance notice. If a certificate or an audit reveals that Customer has underpaid license fees to DSI and Customer is current on Maintenance, Customer shall be invoiced for such underpaid license fees at Customer's current contract prices or Customer may elect to de-activate the licenses associated with non-compliance. All DSI books, records and documents relating to work performed or monies received under this Agreement shall be subject to audit at any reasonable time upon provision of reasonable notice by the Customer. These records shall be maintained for a period of five (5) years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles. DSI agrees to refund the Customer any mutually determined overpayment of fees resulting from said audit. DSI agrees to correct within thirty (30) days any material weakness or condition reported to DSI in the course of an audit.

11. DSI retains all ownership rights to the Documentation and Software. All rights not explicitly granted in this Agreement are reserved by DSI.

ARTICLE III. MAINTENANCE

1. Customer may elect to receive maintenance offered by DSI for the Licensed Products ("Maintenance"). Any such Maintenance will be provided under the terms of this Agreement provided Maintenance fees are current. If Customer elects to receive Maintenance, the first Period of Coverage shall begin upon execution of this Agreement. Customer may not exclude any of the Licensed Products or Users from Maintenance. After the original five (5) year Agreement term, Customer may extend the Period of coverage for Maintenance for up to five (5), one (1) year periods upon thirty (30) days notice to DSI at DSI's current prices but which shall under no circumstances increase by more than three percent (3%) per year. The parties may agree to waive the thirty (30) day notice requirement. DSI agrees to hold maintenance costs fixed for the initial period of five (5) years.

2. Customer shall establish and maintain an internal competency center or help desk to provide a central point of contact with DSI for any Maintenance services. Customer shall be responsible for installing any updates to the Licensed Products provided to Customer by DSI. Customer shall cooperate with DSI in providing reasonable access to Customer Systems to the extent required to diagnose and/or resolve issues identified by Customer concerning the Licensed Products.

3. If Customer provides DSI with reports of defects in the Licensed Products or any changes or modifications proposed or suggested by Customer (collectively "Customer Feedback"), DSI shall have the right to use such Customer Feedback including, without limitation, the incorporation of such Customer Feedback into DSI's software products without any obligation to Customer.

ARTICLE IV. SERVICES

1. Customer may elect to receive Consulting Services related to the Software offered by DSI ("Services"). Any such Services will be provided under the terms of this Agreement incorporating by reference any further terms contained as mutually agreed-upon in writing by the parties hereto.

2. DSI shall own all right, title and interest in and to Developed Software and any documentation delivered with the Developed Software that Customer expects DSI to cover and support with Maintenance. The Developed Software and associated documentation shall not be a "work made for hire" or a "specially commissioned work" as these terms are used in United States copyright law. Notwithstanding anything contained herein to the contrary, if Customer does not wish to receive Maintenance with respect to Developed Software, then any component of Developed Software or Derived Software, other than Licensed Products and pre-existing software, shall be the sole property of Customer.

3. The Services supplied by DSI under this Article shall be performed in a professional and workmanlike manner. However, DSI shall have no responsibility for problems caused by alterations or modifications made by Customer to the Software, unless Customer was directed or otherwise authorized in writing by DSI, or arising out of the malfunction of Customer's equipment, network or other software products not licensed by DSI.

4. DSI may subcontract the performance of any Services. DSI shall be responsible for Services performed by its subcontractors. DSI is solely responsible for fulfilling the Agreement, with responsibility for all services offered and products to be delivered as stated in the RFP, DSI's proposal, and this Agreement. DSI shall be the sole point of contact regarding all contractual matters.

5. Customer acknowledges that consulting services may be obtained from third parties, and that Customer's decision to purchase Services from DSI is made independently of Customer's decision to license DSI's Licensed Products.

6. DSI will require all DSI personnel and subcontractors to comply with

Customer's instructions pertaining to conduct, appropriate dress code requirements and facility security regulations. DSI personnel and subcontractors will be subject to a background check at Customer's sole expense. DSI is responsible for all acts of DSI personnel and subcontractors. DSI shall make personnel and subcontractors aware of the provisions Neb. Rev. Stat. §28-322-01 which states that it shall be a Class III felony for individuals working for or under contract for the Nebraska Department of Correctional Services ("NDCS") to engage in sexual contact or relations with an inmate or parolee within the State correctional system, and that no inmate nor parolee is legally capable of giving consent to any such relationship.

DSI personnel and subcontractors shall be subject to departmental security checks prior to their arrival on site, and will carry proper identification with them at all times while on facility grounds. NDCS staff will escort DSI's personnel and subcontractors in all secure areas.

DSI shall inform personnel and subcontractors of the NDCS Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into an NDCS-owned or controlled property. Such products must remain in DSI's locked vehicles while on NDCS-owned or controlled property.

7. In respect to its employees, DSI agrees to be responsible for the following:

- (a) Any and all employment taxes and/or other payroll withholding;
- (b) Any and all vehicles used by the DSI's employees, including all insurance required by state law;
- (c) Damages incurred by DSI's employees within the scope of their duties under this Agreement which shall to the extent permitted by law, be subject to insurance limits as stated in Article IX;
- (d) Maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing state law; and
- (e) Determining the hours to be worked and the duties to be performed by the DSI's employees.

ARTICLE V. TRAINING

Customer may elect to receive training related to the Licensed Products, which is offered by DSI ("Training"). Any such Training will be provided under the terms of this Agreement and under DSI's Training policies and pricing. Pricing for initial Training shall be per the fee quoted in RFP response. Additional training shall be billed at DSI's then current prices.

ARTICLE VI. NON-DISCLOSURE

1. All materials and information provided by Customer or acquired by DSI on behalf of the Customer shall be regarded as confidential information "Confidential Information". All materials and information provided by Customer or acquired by DSI on behalf of the Customer shall be handled in accordance with Federal and State Law, and ethical standards. DSI must ensure the confidentiality of such materials or information.

2. The Customer shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by DSI pursuant to this Agreement.

3. If DSI wishes to have any information withheld from the public, such information must fall within the definition of Proprietary Information. Proprietary Information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, if DSI submits information as proprietary, DSI may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State of Nebraska's definition of proprietary information, the Customer is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

4. To the extent permitted by Nebraska law, if either party is required by legal proceeding discovery request, "open records" or equivalent request, investigative demand, subpoena, court or government order to disclose Confidential or Proprietary Information, such party may disclose such Information provided that:

(i) the disclosure is limited to the extent and purpose legally required.

5. To the extent permitted by Nebraska law, Customer shall hold the Proprietary Information in confidence and only disclose the Proprietary Information to its officers, employees, consultants, counsel, independent contractors, or agents (collectively "Representatives") who:

- (i) need the Proprietary Information to assist the Customer with performing its obligations or exercising its rights under this Agreement;
- (ii) have been instructed not to disclose the Proprietary Information;

- and
- (iii) for other than Customer's employees, have executed a nondisclosure or confidentiality agreement with Customer, a copy of which shall be supplied to DSI upon request, at least as protective as this Agreement of the Proprietary Information of DSI.

Nothing in this section shall be interpreted to increase Customer's responsibility or duty under Article VI, Number 3, which states; Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State of Nebraska's definition of proprietary information, the Customer is under no obligation to maintain the confidentiality of Proprietary Information and accepts no liability for the release of such information.

- 6. All Confidential or Proprietary Information and other materials embodying such information shall, upon termination of this Agreement and either party's written request, be promptly returned, and the party shall provide written certification to the other party of such destruction.
- 7. Either party may at any time independently develop information similar to, or products and services that compete with products or services identified in, the Proprietary or Confidential Information.

ARTICLE VII. WARRANTY, CLAIMS, REMEDY AND EXCLUSIONS

- 1. DSI warrants that the Licensed Products will perform substantially in accordance with the Documentation for the particular Licensed Product (hereinafter referred to as the "Licensed Products Warranty"). The term of this warranty is a period of nine (9) months following the first date of Delivery of Licensed Products to Customer's first designated site ("Initial Warranty"). If Customer purchases Maintenance from DSI, this warranty will also be in force during any Period of Coverage (each a "Licensed Products Warranty Period").
- 2. Customer shall notify DSI of any claim under the Licensed Products Warranty during the Licensed Products Warranty Period (when given, a "Warranty Notice"). Such notice shall be given with sufficient information and time to allow DSI to duplicate the error.
- 3. For any claim under the warranty in this Article VII, DSI's sole obligation shall be, without additional charge, to correct the substantial non-conformance identified in the Warranty Notice or provide a mutually acceptable plan for correction no later than sixty (60) days following the receipt of Warranty Notice (the "Resolution Deadline"). Should DSI fail to provide such correction or mutually acceptable plan by the Resolution Deadline, Customer:
 - (i) if during the initial warranty term, may elect to terminate this Agreement and receive a refund of all fees paid to DSI; and
 - (ii) if during a Period of Coverage, DSI shall provide Customer, upon Customer's written request, a refund of all fees paid including maintenance for the particular Licensed Product for the Period of Coverage in which the claim arose.
- 4. The warranty in this Article is not applicable to claims arising out of:
 - (i) releases of the Licensed Products other than the most current release, however, if new releases come out during the nine (9) month warranty period, the warranty will not be terminated;
 - (ii) alterations or modifications to the Licensed Products made by anyone other than DSI, unless at DSI's direction;
 - (iii) Accessory Products;
 - (iv) malfunctions of Customer Systems; or
 - (v) combination, operation, or use of the Licensed Products with other equipment, devices, or software not supplied by DSI or approved by DSI in its Documentation.
- 5. DSI shall identify in writing all third-party warranties that DSI receives in connection with any product provided to the Customer. DSI hereby passes through the benefits of all such warranties, provided that nothing in this Article VII shall reduce or limit DSI's obligations under this Agreement.

DSI warrants that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Agreement.

DSI warrants that there are no actions, suits, proceedings, pending or threatened, that will have a material adverse effect on DSI's ability to fulfill its obligations under this Agreement. DSI further warrants that it will notify Customer immediately if DSI becomes aware of any action, suit or proceeding, pending or threatened, that will have a material adverse effect of DSI's ability to fulfill the obligations under this Agreement.

DSI warrants that it has and will continue to have free and clear title (including all proprietary rights) to any products delivered to Customer and the right to license, transfer, or assign any and all products that are licensed, transferred, or otherwise provided to the Customer by DSI pursuant to this Agreement. DSI shall not create or permit the creation of any lien,

encumbrance, or security interest in any product sold, rented, leased, or licensed to the Customer.

DSI warrants that the Software provided in connection with this Agreement will not infringe any patent, trademark, copyright, or other proprietary right of any third party. DSI further warrants that any information disclosed to the Customer will not contain the trade secrets of any third party, unless disclosure is permitted by such third party.

- 6. DSI makes no warranty as to the adequacy or capacity of any hardware or third party software to attain all or some of the performance objectives of Customer. Notwithstanding the foregoing, DSI warrants that hardware and third party software will perform substantially in compliance with any specifications enumerated in DSI's response to the State of Nebraska's Request for Proposal. **EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS ARTICLE VII, ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.**

ARTICLE VIII. LIMITATION OF LIABILITY

- 1. To the extent permitted by law, DSI's liability for damages under this Agreement shall be limited to two (2) times all fees paid by Customer under this Agreement giving rise to the liability. **TO THE EXTENT PERMITTED BY LAW, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, PROFITS, DATA, (OR USE THEREOF), OR BUSINESS INTERRUPTION ARISING OUT OF EITHER PARTY'S ACT OR FAILURE TO ACT, WHETHER SUCH DAMAGES ARE LABELED IN TORT, CONTRACT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY EXCLUSIVE REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.** It is understood by the parties that in the Customer's opinion, this paragraph is unconstitutional under the State's Constitution, Article 13, Section 3, and the State may assert such unconstitutionality as a theory in litigation, despite assent to the remainder of this Agreement.

ARTICLE IX. INFRINGEMENT CLAIMS

- 1. DSI shall indemnify, defend, and hold Customer harmless against any loss, liability, cost, or expense related to any third party claim alleging intellectual property infringement or misappropriation related to the Licensed Products. DSI's obligation under the preceding sentence is conditioned on Customer promptly notifying DSI of any claim, demand, or action for which indemnity is sought, granting to DSI the sole authority to defend or settle the claim, subject to the approval of the Nebraska Attorney General's Office, and reasonably cooperating, at DSI's expense, in the defense or settlement of any such claim.
 - 2. If Customer is prevented from using the Licensed Products due to a claim of intellectual property infringement or misappropriation by a third party, DSI shall, at its expense:
 - (i) procure for Customer the right to continue to use the Licensed Products; or
 - (ii) replace or modify the Licensed Products so they are no longer covered by the claim while retaining substantially similar functionality. Provided, however that Customer reasonably approves such replacement or modified products.
- In the event neither (i) nor (ii) (above) are commercially feasible, DSI may, by written notice to the Customer, immediately terminate this Agreement as it relates to the Licensed Product forming the basis of the claim and return the license and maintenance fees paid by Customer for those Licensed Products. To the extent permitted by law, Sections 1 and 2 of this Article IX constitute DSI's entire obligation to Customer with respect to any third party claim of infringement and is given to Customer solely for its benefit.
- 3. To the extent permitted by law, DSI shall have no liability for any claims of intellectual property infringement or misappropriation that arise out of:
 - (i) alterations or modifications to the Licensed Products made by anyone other than DSI, unless directed by DSI in writing;
 - (ii) the use of a release of the Licensed Products prior to the current release if the claim for which indemnity is sought could have been avoided by the use of a current release provided Customer was notified by DSI of current release and its ability to remedy such infringement.
 - (iii) the combination, operation, or use of the Licensed Products with equipment, devices, or software not supplied by DSI or approved

- by DSI in its Documentation; or
 (iv) a use of the Licensed Products in a manner not contemplated within the Documentation.

ARTICLE X. PRICES AND PAYMENT

1. All prices for Licensed Products, costs, terms and conditions outlined in this Agreement, DSI's RFP Response, and any attached exhibits or addenda shall remain fixed and valid for the life of this Agreement unless allowed to be so modified by the terms of this Agreement. Data collection hardware and Accessory Product prices quoted in RFP Response apply only to the initial project. DSI represents and warrants that all prices, now or subsequently specified, are as low as and no higher than prices which DSI has charged or intends to charge consumers other than the Customer for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of this Agreement, DSI shall reduce any and all/or all prices charged to any consumers other than the Customer for the same or similar products or services specified herein, DSI shall make an equal or equivalent reduction in the corresponding prices for said specified products or services. DSI also represents and warrants that all prices set forth in this Agreement and all prices in addition which DSI may charge under the terms of this Agreement, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. DSI agrees to hold the Customer harmless from any such violation. Price quotes shall not be subject to increase throughout the Agreement term unless specifically allowed under this Agreement. Maintenance fee percentage, when permitted to be increased, may not be increased for any reason by more than three (3%) percent.

2. Customer hereby agrees, in consideration of the covenants and agreements specified to be kept and performed by DSI, to pay DSI when the terms and conditions of this Agreement and specifications have been fully completed and fulfilled on the part of DSI to the satisfaction of the Customer. Payment will be made in compliance with the State of Nebraska Prompt Payment Act (see Neb. Rev. State. Sections 81-2401 to 81-2408).

3. Customer may withhold twenty percent (20%) of license fees due for Licensed Products. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, DSI will invoice Customer for any outstanding work and for the retainage. Customer may reject the final invoice by identifying the specific reasons for such rejection in writing to DSI within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the Customer will release the final payment and retainage in accordance with payment terms.

4. Subject to paragraph 3 above, Customer shall pay license fees due under this Agreement in accordance with Nebraska's Prompt Payment Act, Neb. Rev. Stat. §81-2401 through 81-2408.

5. Maintenance fees shall be due in accordance with paragraph 2 above. If Customer fails to remit Maintenance fees, DSI will have no duty to provide Maintenance under Article III until Customer remits such fees, provided that DSI first invoices Customer.

6. Payment for Services shall be due as mutually agreed and stated in an Engagement Document and payable in accordance with paragraph 2 above.

7. If Customer elects to receive Training, Customer shall pay DSI for initial Training per fee quoted in RFP response. Thereafter, Customer shall pay DSI for Training received at the then current pricing in accordance with Training policies.

8. Customer is not required to pay taxes of any kind and assumes no such liability as a result of this Agreement. Any tax applicable on DSI's products which may be installed in a Customer-owned facility is the responsibility of DSI. DSI shall be solely responsible for all taxes based on its personal property and net income.

9. All payments made under this Agreement shall be in United States Dollars and payable in ready funds to DSI's designated United States bank account, unless otherwise agreed by the parties hereto. Unless otherwise agreed to by the parties, all invoices to Customer will be sent to Customer's address appearing below:

Nebraska Department of Correctional Services
 P.O. Box 94661
 Lincoln, NE 68509-4661

ARTICLE XI. INSURANCE REQUIREMENTS

DSI shall not commence work under this Agreement until all the insurance required hereunder has been obtained and such insurance has been approved by the Customer. DSI shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the Customer (or DSI). Approval of the insurance by the Customer shall not limit, relieve or decrease the liability of the DSI hereunder.

If by the terms of any insurance a mandatory deductible is required, or if DSI elects to increase the mandatory deductible amount, DSI shall be

responsible for payment of the amount of the deductible in the event of a paid claim.

1. WORKERS' COMPENSATION INSURANCE

DSI shall take out and maintain during the life of this Agreement the statutory Workers' Compensation and Employer's Liability Insurance for all of DSI's employees to be engaged in work on the project under this Contract and, in case any such work is sublet, DSI shall require any subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. Where applicable, this policy shall provide USL&H coverage. This policy shall include a waiver of subrogation in favor of the Customer. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

DSI shall take out and maintain during the life of this Agreement such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect DSI and any subcontractor performing work covered by this Agreement from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Agreement, whether such operation be by DSI or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the Customer, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the Customer shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. Workers' Compensation and Employer's Liability	
Coverage A Statutory	
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
b. Commercial General Liability	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one Person
c. Commercial Automobile Liability	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
d. Umbrella/Excess Liability	
Over primary insurance.	\$1,000,000 per occurrence

4. EVIDENCE OF COVERAGE

DSI shall furnish the Customer with a certificate of insurance coverage, which shall be submitted to the Department of Administrative Services, Risk Management Division at 521 S. 14th Street, Suite 104, Lincoln, NE 68508 or by facsimile 402-471-2800. These certificates or the cover sheet shall reference the contract number, and the certificates shall include the name of the company, policy numbers, effective date, dates of expiration and amounts and types of coverage afforded. If the Customer is damaged by the failure of the DSI to maintain such insurance, then DSI shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to the Customer when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

ARTICLE XII. GENERAL

1. This Agreement is a licensing and services agreement and not a sale of goods. This Agreement shall not be subject to the United Nations Convention on Contracts for the Sale of Goods. Actions arising out of this Agreement shall be subject to the State of Nebraska's statutes of limitations.

2. All disputes arising out of or related to this Agreement shall be determined under the law of the State of Nebraska without regard to its conflict of laws provisions. DSI shall procure and pay for all permits, licenses and approvals necessary for the execution of this Agreement. DSI shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations, including securing a certificate of authority to transact business in the State of Nebraska as required under Neb. Rev. Stat. § 21-20,168.

3. This Agreement shall commence on the date of execution or second signature "Effective Date" and shall continue for a period of five (5) years. This Agreement may be renewed for five (5) additional one (1) year periods as mutually agreed upon by the parties. The licenses provided under this Agreement shall be perpetual. This Agreement may be terminated as follows:

(a) DSI and Customer may by mutual written agreement, terminate this Agreement at any time.

(b) Customer may terminate this Agreement, for any reason or no reason at all, by providing DSI with thirty (30) days notice.

(c) Customer may terminate this Agreement, in whole or in part, in the event funding is no longer available. The Customer's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of the funds for this Agreement. Should said funds not be appropriated, the Customer may terminate this Agreement with respect to those payments for the fiscal years for which such funds are not appropriated. The Customer will give DSI written notice thirty (30) days prior to the effective date of any termination by loss of appropriation. All obligations of the Customer to make payments after the termination date will cease and all interest of the Customer in related equipment will terminate. DSI shall be entitled to receive just and equitable compensation for any authorized work which had been satisfactorily completed as of the termination date. In no event shall DSI be paid for a loss of anticipated profit.

(d) Customer may terminate the Agreement, in whole or in part, if DSI fails to perform its obligations under this Agreement in a timely and proper manner. Customer may, by providing a written notice of default to DSI, allow DSI to cure a failure or breach of contract within a period of thirty (30) days (or longer at Customer's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing DSI time to cure a failure or breach of contract does not waive the Customer's right to immediately terminate this Agreement for the same or different contract breach which may occur at a different time.

(e) If Customer violates this Agreement, DSI, in addition to any other rights available to it in law or equity, may give written notice of its desire to terminate and the specific grounds for termination to Customer. Following the giving of such notice, this Agreement will then terminate if the Customer fails to cure the breach within thirty (30) days of the notice.

(f) Customer may terminate this Agreement effective immediately by giving written notice to DSI if DSI becomes insolvent, admits a general inability to pay its debts as they come due, or makes an assignment for the benefit of creditors or a petition under any bankruptcy act is filed by DSI or such a petition is filed by any third party or an application for a receiver of DSI is made by anyone and such petition or application is not dismissed within sixty (60) days.

4. Upon any termination of this Agreement, Customer shall provide DSI with all outstanding payments due for work performed to the satisfaction of Customer and, within ten (10) days of the termination, uninstall the Documentation and Software and return same to DSI or destroy the Documentation and Software and provide written certification of such destruction to DSI. Articles VI, VII, sections 3,4, and 5, IX and XI, sections 1,2,6, and 7 of this Agreement shall survive any termination.

5. Customer shall not export, re-export, or otherwise transmit, directly or indirectly, any software, information, data, or other materials received under this Agreement except in full compliance with all United States and other applicable acts, laws, and regulations.

6. The Licensed Products and Documentation are provided to Customer as a commercial item strictly under the terms and conditions of this Agreement and include only those rights customarily available to the public. The Customer is not authorized to permit disclosure by any agency or other part of the Federal Government that exceeds in any way the use and disclosure rights (i) conveyed to Customer in this Agreement; or (ii) provided in FAR 12.212 (Computer Software) and (for Department of Defense use or disclosure) DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), whichever set of rights provided in (i) or (ii) are the more restrictive. If an agency or other part of the Federal Government has a need for rights not conveyed under this Agreement, it

must negotiate with DSI for the transfer of such rights.

7. DSI shall not, at any time, recruit or employ any of Customer's employees or agents who have worked on the Request for Proposal ("RFP") or project, or who had any influence on decisions affecting the RFP or project.

8. All notices required or permitted to be given shall be in writing sent by courier or certified mail, return receipt requested, to the recipients at the addresses contained in this Agreement or to such other recipients as the parties may specify from time to time by written notice to the other party, and deemed to be effective upon delivery.

9. This Agreement, the State of Nebraska Request for Proposal #1328, DSI's Proposal Response and any attached exhibits, addenda, and amendments, each of which is hereby incorporated by reference, constitute the complete and exclusive agreement between the parties concerning the subject matter of this Agreement and supersede any prior or contemporaneous communication regarding the subject matter of this Agreement. In case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) this Agreement and any other Agreement amendments with the latest dated amendment having the highest priority, 3) RFP addenda or amendments with the latest dated amendment having the highest priority, 4) the original RFP, 5) the signed RFP form, 6) DSI's proposal.

10. Any modification of any term or condition of this Agreement or any amendment to this Agreement shall be effective only if in writing and signed by authorized representatives of both parties. No other act, usage, or custom shall be deemed to modify this Agreement.

11. Any waiver of any default or breach of this Agreement shall be effective only if in writing and signed by an authorized representative of the party providing the waiver. No such waiver shall be deemed to be a waiver of any other or subsequent breach or default.

12. If any provision of this Agreement is held to be invalid, the remaining portions of this Agreement shall remain in full force.

13. Neither party may assign this Agreement, in whole or in part, without the written consent of the other party and any such attempt at assignment shall be void. Notwithstanding the immediately preceding sentence, the Customer may assign to any agency, board, commission, division or other State of Nebraska entity with prior written notice to DSI and DSI may assign this Agreement in the event of a sale of all or substantially all of its assets or equity, provided that prior notice is given to Customer. This Agreement shall extend to and be binding upon any successors and permitted assigns of the parties. Successors shall be required to execute an Addendum accepting assignment of this Agreement. This Addendum shall not include new or additional terms and conditions, but shall make successor subject to the terms and conditions contained in this Agreement.

14. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this Agreement due to a natural disaster, government actions or terrorism or other similar event outside the control of and not attributable to the fault or negligence of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the Agreement. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under the Agreement which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with DSI's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this Agreement.

15. If a version of this Agreement is provided in a language other than English and there is an inconsistency between the terms and conditions of the two versions, the English version shall control. The exchange of a fully executed Agreement by fax, whether by separately executed counterparts or otherwise, shall be binding on the parties.

16. DSI agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the Customer. News releases pertaining to the project shall not be issued without prior written approval from the Customer.

17. This Agreement does not constitute and shall not be construed as constituting a partnership, agency, distributorship, or joint venture between the parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever.

18. Any purchase order of Customer accompanying either an Attachment to this Agreement or a Customer payment is for Customer's internal use only and its terms shall not alter or amend the terms of this Agreement, any additional or varying terms contained in such instrument being expressly rejected.

19. DSI shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity

employment. Neither DSI nor any subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment, because of his or her race, color, religion, sex disability or national origin.

20. DSI certifies that it maintains a drug free workplace environment. DSI agrees to provide a copy of a drug free workplace policy at any time upon request by the Customer.

21. DSI shall, if requested by the Customer, certify in writing that no relationship exists between DSI and any other person or organization that constitutes a conflict of interest with respect to this Agreement. No official or employee of the Customer who exercises any functions or responsibilities in the review or approval of this Agreement shall voluntarily acquire any personal interest, directly or indirectly, in this Agreement.

22. Nebraska Technology Access Standards. DSI shall review the Nebraska

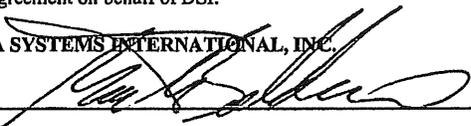
Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility/tacfinal.html> and ensure that products provided under this Agreement comply with the applicable standards. In the event such standards change during DSI's compliance, the Customer may create a change order to the Agreement to request that DSI comply with the changed standard at a cost mutually agreed to by both parties.

23. DSI may subcontract the performance of any maintenance services for Accessory Products. DSI shall be responsible for services performed by its subcontractors. DSI is solely responsible for fulfilling the Agreement, with responsibility for all third party maintenance services offered and products to be delivered as stated in the RFP, DSI's proposal, and this Agreement.

EACH PARTY REPRESENTS THAT IT HAS FULL AUTHORITY AND POWER TO ENTER INTO AND PERFORM UNDER THIS AGREEMENT, AND THAT THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT.

By execution, signer certifies that signer is authorized to accept and execute this Agreement on behalf of DSI.

DATA SYSTEMS INTERNATIONAL, INC.

By: 

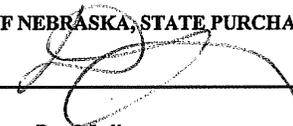
Print Name: Mark L. Baldwin

Title: Chief Financial Officer & General Counsel

Date: July 10, 2006

By execution, signer certifies that signer is authorized to accept and execute this Agreement on behalf of Customer.

STATE OF NEBRASKA, STATE PURCHASING BUREAU

By: 

Print Name: Don Medinger

Title: DAS Materiel Division, Administrator

Date: July 11, 2006

AS

**SOFTWARE LICENSE, SERVICES AND MAINTENANCE AGREEMENT
ATTACHMENT A**

Customer: State of Nebraska
Address: 301 Centennial Mall South, 1st Floor
Lincoln, NE 68508

LICENSE GRANT: Data Systems International, Inc. (DSI), grants to Customer, and Customer accepts, subject to the terms and conditions set out in the Agreement of which this Attachment is a part, a non-exclusive and non-transferable perpetual limited license to use the Licensed Products noted below:

LICENSED PRODUCTS:			
dcLINK for EnterpriseOne Licensed Products			
	Description	# of Licenses	License Fee
<input checked="" type="checkbox"/>	Base Foundation – CNC Software	1	
<input checked="" type="checkbox"/>	Logistics Suite	1	
<input checked="" type="checkbox"/>	DSI TCP / IP User Licenses, Production	16	
<input checked="" type="checkbox"/>	DSI TCP / IP User Licenses, Test/Development	1	
<input type="checkbox"/>	TimeTrac Module		
<input type="checkbox"/>	AssetTrac Module		
<input type="checkbox"/>	PalletTrack Module		
<input type="checkbox"/>	Mobile Application Module		
<input type="checkbox"/>	RFID Activator Module		
<input type="checkbox"/>	RFID Portal License		
PC Server & Printing Software			
<input checked="" type="checkbox"/>	TranServer License, Production	1	
<input checked="" type="checkbox"/>	TranServer License, Test/Development	1	
<input type="checkbox"/>	MobileServer License		
<input type="checkbox"/>	TranPrint Only License – No Software		
<input type="checkbox"/>	TranPrint Premier Printing License, Production		
<input type="checkbox"/>	TranPrint Premier Printing License with RFID Module		
<input type="checkbox"/>	TranPrint Additional Printer Seat		
<input type="checkbox"/>	Tranprint RFID Print Module		
<input type="checkbox"/>	TranPrint RFID Printer Seat		
<input type="checkbox"/>	OmniReplicator Source Server License		
<input type="checkbox"/>	OmniReplicator Target Server License		
TOTAL LICENSE FEE (In US Dollars)			\$58,100.00

Licensed Products listed above which are designated for testing/development shall not be used or transferred into production.

Maintenance Fees:	
Initial Period of Coverage – Begin Date:	07/11/06 08/01/2006
Initial Period of Coverage – End Date:	07/31/2011
Maintenance Services Fee Due for First Year and Each Additional Year of Initial Period of Coverage*	\$14,966.25 (In U.S. Dollars)

*The State will pay for each year of maintenance services on an annual basis.

THIS ATTACHMENT, INCLUDING ITS TERMS AND CONDITIONS, AND THE AGREEMENT OF WHICH IT IS A PART, AND ALL DOCUMENTS INCORPORATED INTO SUCH AGREEMENT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PRIOR OR CONCURRENT UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS ATTACHMENT AND THE AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN THE EVENT OF A CONFLICT BETWEEN THE PRICES CONTAINED IN THIS ATTACHMENT AND THE AGREEMENT, THE PRICES IN THIS ATTACHMENT SHALL PREVAIL. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND ARE RATIFIED HEREBY. THIS ATTACHMENT SHALL NOT BE EFFECTIVE UNTIL THE DATE OF EXECUTION OR SECOND SIGNATURE.

EACH PARTY REPRESENTS THAT IT HAS FULL AUTHORITY AND POWER TO ENTER INTO AND PERFORM UNDER THIS AGREEMENT, AND THAT THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT.

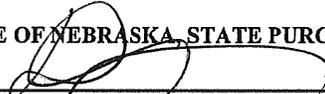
By execution, signer certifies that signer is authorized to accept and execute this Attachment on behalf of DSI.

By execution, signer certifies that signer is authorized to accept and execute this Attachment on behalf of Customer.

DATA SYSTEMS INTERNATIONAL, INC.

STATE OF NEBRASKA, STATE PURCHASING BUREAU

By: 

By: 

Print Name: Mark L. Baldwin

Print Name: Don Medinger

Title: Chief Financial Officer & General Counsel

Title: Administrator, DAS Materiel Division

Date: July 10, 2006

Date: July 11, 2006

Data Systems International Third Party Access and Confidentiality Agreement has been removed due to being marked as confidential information.

Request for Proposal Number 1328 Z1
Contract Number 18997 O4
Proposal Opening: April 11, 2006

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

Data Systems International, Inc. (DSI)

1. Data Systems International Third Party Access and Confidentiality Agreement

In accordance with Federal U.S. Copyright Law Title 17 U.S.C. Section 101 et seq., Title 18 U.S.C. 2319, the following material(s) has not been included due to them being copyrighted.

Data Systems International, Inc. (DSI)

1. None



**RFP Number 1328Z1
Automated Data Collection**

Technical Proposal

Prepared for:

Cornhusker State Industries

April 17, 2006



State of Nebraska RFP for Contractual Services

Section 1

State of Nebraska (State Purchasing Bureau)
**REQUEST FOR PROPOSAL
 FOR CONTRACTUAL SERVICES FORM**

RETURN TO:
 State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Phone: 402-471-2401
 Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP Number 1328Z1	March 16, 2006
OPENING DATE AND TIME	PROCUREMENT CONTACT
April 11, 2006 at 2:00 p.m. Central Time	Ruth Gray, Buyer

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

**PLEASE READ CAREFULLY!
 SCOPE OF SERVICE**

The State of Nebraska is issuing this Request for Proposal, RFP Number 1328Z1 for the purpose of selecting a qualified contractor to implement an Automated Data Collection (ADC) Application (bar code application) for use in the maintenance of inventory, shipping, receiving and manufacturing functions to Cornhusker State Industries (CSI), Nebraska Department of Correctional Services (NDCS).

Written questions are due no later than March 27, 2006, and should be submitted via e-mail to matpurc@notes.state.ne.us. Written questions may also be sent by facsimile to 402-471-2089.

Bidder should submit one (1) Original and twelve (12) copies of the entire proposal. Proposals must be submitted by the proposal due date and time. Sealed proposals must be received in the State Purchasing Bureau, 301 Centennial Mall South, Mall Level, Lincoln, Nebraska 68508 on or before April 11, 2006 at 2:00 p.m. Central Time, at which time proposals will be publicly opened.

**PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS TO BE CONSIDERED VALID.
 PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.**

1. Proposals must be received in State Purchasing by the date and time of proposal opening indicated above. **NO late proposals will be accepted. NO fax proposals will be accepted.**
2. Proposals must meet all specifications of the RFP and terms and conditions of this form.
3. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" **MUST** be manually signed, in ink, and returned by the proposal opening date and time along with your proposal and any other requirements as specified in the RFP in order to be considered for an award.

CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the Contractor guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer and certifies that they maintain a drug free work place environment.

FIRM: Data Systems International, Inc. (DSI)
 COMPLETE ADDRESS: 7801 West 110th Street, Overland Park KS 66210
 TELEPHONE NUMBER: 913-696-9000 FAX NUMBER: 913-696-4081
 SIGNATURE: [Signature] DATE: 4/14/2006
 TYPED NAME & TITLE OF SIGNER: MARK L. BALDWIN, CFO & GEN. COUNSEL

Executive Summary

Section 2

Executive Summary

DSI is proposing the implementation of our client/server based *dcLINK* software to meet the data collection requirements defined by the Cornhusker State Industries (CSI) project team members during our conference calls and on-site meeting regarding the topic, and RFP Document Number 1328Z1. The proposed DSI solution includes the licensing of DSI software products, purchase of RF data collection hardware, DSI implementation services and on-site support to meet CSI's needs. This project will be implemented with seamless integration interfaces to the EnterpriseOne 8.10 ERP software environment with little or no customization.

DSI has proposed dcLINK application software in response to operational data collection requirements that are related to the support of transactions in the CSI finished goods inventory management and sales order environment. This process begins with the receipt of finished goods from the shops, and ends with the ship confirmation of orders to the customer. Item labels will be printed and included as a part of the production packets. These labels will be attached to the finished items in the shop, for use as they leave the shop going to the warehouse. The following JD Edwards EnterpriseOne transactions are to be automated as a part of this phase of the data collection project:

Inventory Management

- Inventory Tracking
- Cycle Counts
- Inventory Put-Away
- Full Physical Inventory Counts
- Inventory Issues
- Inventory Transfers
- Inventory Adjustments
- Inventory Reclassifications
- Item Availability Check
- Inventory Label Printing

Sales Order Management

- Generate Pick Slips
- Generate Shipping Labels
- Ship Confirm Sales Orders

Procurement

- Purchase Order (PO) Receipts by PO
- PO Receipts by Item
- Open Receipt Inquiry by Item

The DSI solution will "accurately and consistently perform all the above-mentioned tasks". Simplified end user interfaces are included that demand little or no computer skills on the part of the warehouse employees/inmates who would be using the system. The software is compatible with a handheld barcode scanner, which designates all mandatory entry fields and doesn't require the user to enter the data into a computer. Based on your

CORNHUSKER STATE INDUSTRIES

specifications, the system will work with minimal additional load to the ERP server.

Reduction in paperwork and improved workflow throughout the CSI supply chain will be evident upon the implementation of the solution. Flexibility in the use of technology will allow DSI to best integrate into your existing LAN/WAN environment.

Confirmation of the receipt of the inbound items will be provided as goods are received into the warehouses. Transfers of materials within the warehouse or between locations are also available. In the warehouse, cycle count processes can be automated in conjunction with the EnterpriseOne directed count activities. Inquiry screens will allow the user to see Summary Availability and Item Ledger information on the RF device.

RF devices will support finished goods picking transactions confirming paperless or paper based pick lists for sales orders. The process will provide real time packing confirmation transactions to EnterpriseOne, triggering sales order status updates, and the next appropriate step in the invoicing process.

DSI will work with your project team to document requirements and assist in the implementation standard and customized transaction sets into a "Conference Room Pilot" environment for testing. A complete solution requirements document will be jointly created, and design of the process flow and transaction sets will begin.

DSI will provide technical resources to perform the initial installation of software into your server environment, as well as assist with configuration and network issues. This will allow the implementation of a "development" server to allow for the project team to develop and test basic processes in a protected EnterpriseOne environment. Key users will be involved in this testing process to ensure acceptance by the eventual users of the system.

Following the completion of testing and training, our consulting staff will assist in the roll out of the solution in the CRP environment. A plan will then be developed to assist in developing an appropriate plan for the implementation of the solution in conjunction with the rollout to any other locations. Performing the initial installation process in this fashion will expedite the training and conversion process, and allow the most cost effective use of DSI and CSI resources.

During the past two years, DSI has taken more than sixty companies through a complete installation and implementation of our solution with only three overruns on services. The total overage for those projects was 38 hours in total. DSI has high confidence that we will be able to meet the specifications and requirements for the project.

Although a fixed price bid has been provided, DSI believes that the project can be delivered in fewer hours than specified. Upon our selection, we would like to engage in further conversations to determine if there might be a more efficient way to work with your organization than the fixed bid concept.

As a part of the solution, DSI will provide:

- Licensed Software Products to allow the development and support of transactions.
- Complete documentation support for all Licensed Products.
- Consulting and training services for appropriate project staff.
- Data Collection Hardware to meet the environmental and operational requirements.
- Assistance in the support for data collection hardware in the dcLINK environment.
- Ongoing Support Line and Customer eXtranet services for version and other upgrades.

Software, Hardware and Services – A complete solution from DSI that has been successfully implemented hundreds of times in the EnterpriseOne environment.

Corporate Overview

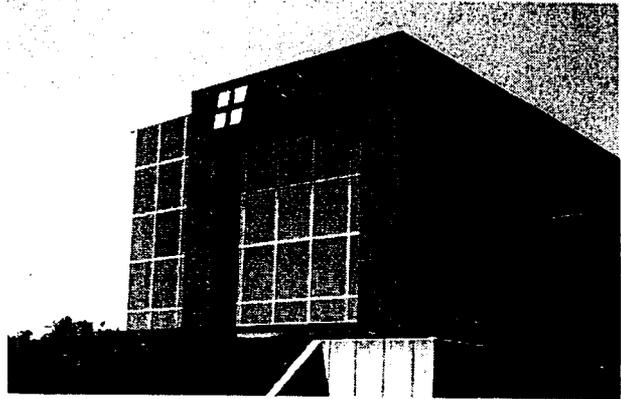
Section 3

CORNHUSKER STATE INDUSTRIES

Data Systems International, Inc.

a. Bidder Identification and Corporate Overview

Since 1979, DSI has served thousands of clients worldwide in the areas of automated data collection, supply chain execution and technology infrastructure. We have provided consulting services, hardware and software solutions to our customers. DSI's award-winning dcLINK data collection software is used at more than 1,550 client sites worldwide, making it the best-selling data collection solution for J.D. Edwards and now for PeopleSoft/Oracle.



As a Software Alliance Partner since 1992, DSI enjoyed a strong partner relationship with J.D. Edwards. Our dcLINK for OneWorld solution was certified by J.D. Edwards in 1999, and we are currently a Certified Partner for E-Business, EnterpriseOne and World. DSI is fully prepared to continue to provide leading data collection solutions in the future.

In addition to software applications, DSI also provides IBM® e-Servers, data collection hardware, implementation services, media, training, customer support and process improvement consulting. DSI is the leading solution provider for automated data collection for enterprise software. The award-winning dcLINK solution provides an integrated data collection solution to PeopleSoft EnterpriseOne software. As a company, we have more experience installing and supporting data collection for J.D. Edwards/PeopleSoft software than all other competitors combined.

Now entering our 27th year of business, we are headquartered in Overland Park, Kansas. DSI serves businesses globally through locations in the United States, Canada, the United Kingdom, and Australia and through a network of business partners in Europe, Asia and South America. Over 200 worldwide DSI employees support customers in twenty four countries.

Contact Information

DSI Corporate Headquarters 7801 W. 110 th Street Overland Park, KS 66210 Phone 913.696.4000 Fax 913.696.4002 Federal ID Number: 48-1172651	DSI Canada 2085 Hurontario Street, Suite 300, No. 106 Mississauga, Ontario L5A 4G1 Canada Phone 905.949.4224 Fax 905.949.6250
DSI Asia/Pacific 380 Canterbury Road, P.O. Box 42 Surrey Hills, Victoria 3127, Australia Phone +613.9835.0600 Fax +613.9835.0601	DSI EMEA 3000 Cathedral Hill Guildford, GU2 7YB United Kingdom Phone +44.1483.243.560 Fax +44.1483.243.522

b. Financial Statements

DSI has been in business for 27 years with no changes in the ownership structure. Privately held by Michael McGraw, the company is profitable, has no long term debt and is current on all financial obligations. DSI has banking relationships with Bank of America and IBM Global Finance which service domestic and international operations. DSI is a privately held company therefore we do not provide detailed financial information in this format, however we would be happy to set up a call or meeting with our CFO and an appropriate person with in your organization for further discussions related to this topic.

DSI is a diversified technology solutions company with more than 200 employees, with multiple lines of business, both domestic and international. The company is a Value Added Reseller of IBM mid-range servers and storage solutions, and also sells a broad range of wireless and RFID related hardware and supplies from other manufacturers. Additionally, DSI has developed multiple proprietary software solutions that interface with all major ERP software platforms. Licensing and services are provided by DSI related to these proprietary software products.

There are currently no judgments, pending or expected litigation or other financial reversals which might materially affect the stability of the organization.

Banking Reference

Bank of America
10th and Baltimore
Kansas City, MO
Rebecca D. Smith
(816) 979-9681

c. Change of Ownership

DSI has been privately held for 27 years. No change in that status is anticipated at this time.

d. Office Location

Our corporate office will be responsible for performance pursuant to an award:
DSI Corporate Headquarters
7801 W. 110th Street
Overland Park, KS 66210
Phone 913.696.4000

e. Relationships with the State

There have been no previous contractual dealings between DSI and the State of Nebraska.

f. Bidder's Employee Relations to State

No such relationships are known to exist.

g. Contract Performance

There have been no terminations for default experienced in the past five years by DSI.

h. Summary of Bidder's Corporate Experience

DSI has implemented data collection solutions for more than 550 different companies utilizing JDE ERP solutions. More than 2,500 JDE/Oracle customers have done business with DSI in the past 15 years. The data collection solution is implemented in a wide variety of manufacturing and distribution environments. Consumer products, pharmaceutical, medical devices, sporting goods, food, agricultural equipment, furniture, cosmetics, paper, electronics and automotive components manufacturers all make use of our solutions to improve processes and productivity.

i. Reference Projects

Customer	Project Start	Scheduled and Completion Date	Customer Contact	Project Description
Rural Telephone	8/2005	10/2005	Mike Pollock (785) 567-4281 mpollock@ruraltel.com	Replacement of previous ADC solution. Existing JDE user. Inventory Control, Standard transaction sets
Ralcorp Holdings	12/2004 12/2005	04/30/2005 04/03/2006	Ernie Dimas (314) 877-7743 erdimas@ralcorp.com	Phase I -Tool room parts, multiple sites. New JDE project. Phase II – Mfg and Distribution, Finished Goods Transactions, multiple sites
NCRA	2/2005	5/2005 Scheduled 6/2005 Actual	Dave Johanning (620) 241-9138 djohanning@ncra.coop	Tool room parts inventory control. Existing JDE
Woodhead	9/2005	03/2006 Scheduled 04/2006 Actual	Debbi Dickinson (847) 753-6948 ddickins@danielwoodhead.com	Manufacturing and Distribution in multiple plants in conjunction with new JDE installation

Responsibilities – DSI acted as the prime contractor for the implementation of data collection solutions into JDE World and EOne environments in these accounts. A combination of hardware, software and services was provided by DSI as a part of all of these projects.

During the past two years, DSI has taken more than sixty companies through a complete installation and implementation of our solution with only three overruns on services. The total overage for those projects was 38 hours in total. DSI has high confidence that we will be able to meet the specifications and requirements for the project.

- ii. **Contractor and Subcontractor** - All jobs were performed without subcontractors, with the exception of RF hardware vendors that provided RF site surveys, installations and RF equipment.
- iii. **No subcontractor work was performed on similar projects.**

Summary of Bidder's Proposed Personnel/Management Approach

DSI uses an internally developed implementation methodology called "*i5*". This is based on the five phases of a project within the DSI methodology:

- Plan
- Design
- Implement
- Test
- Deploy

The details of the methodology are described in Section K of this proposal. (Page 28)

Staffing for projects is managed within our consulting organization. This group consists of about 60 Consultants, Installers, Scripters, Integrators, Analysts, Infrastructure Architects, and Programmers. There are six Project managers, and three Directors involved with the overall management of our consulting operations. Each project manager will have three or four active implementations, and several other minor upgrades or custom programming engagements open at one time.

It is our intention to utilize a Project Manger with ten years of dcLINK implementation experience that is based in Lincoln, NE as the primary resource on this project. Due to the restrictive nature of the language of the contracts, we can not commit a particular set of named individuals to your project until the project plan is jointly completed, and we can verify the availability of those resources. Our average consultant has seven years of dcLINK experience, and ten years of additional ERP, programming or operational experience that will be at your disposal.

Subcontractors

A subcontractor will be used to perform the RF Site Survey and to installation of the wireless backbone hardware for any location that will be utilizing RF communications. The total effort by the subcontractor is less than 40 hours, a very small percentage of the total hours of work. The specific contractor will be selected upon a finalization of the scope of work to be completed. No other contractors will be utilized in the installation or support of the solution.

Technical Approach

Section 4

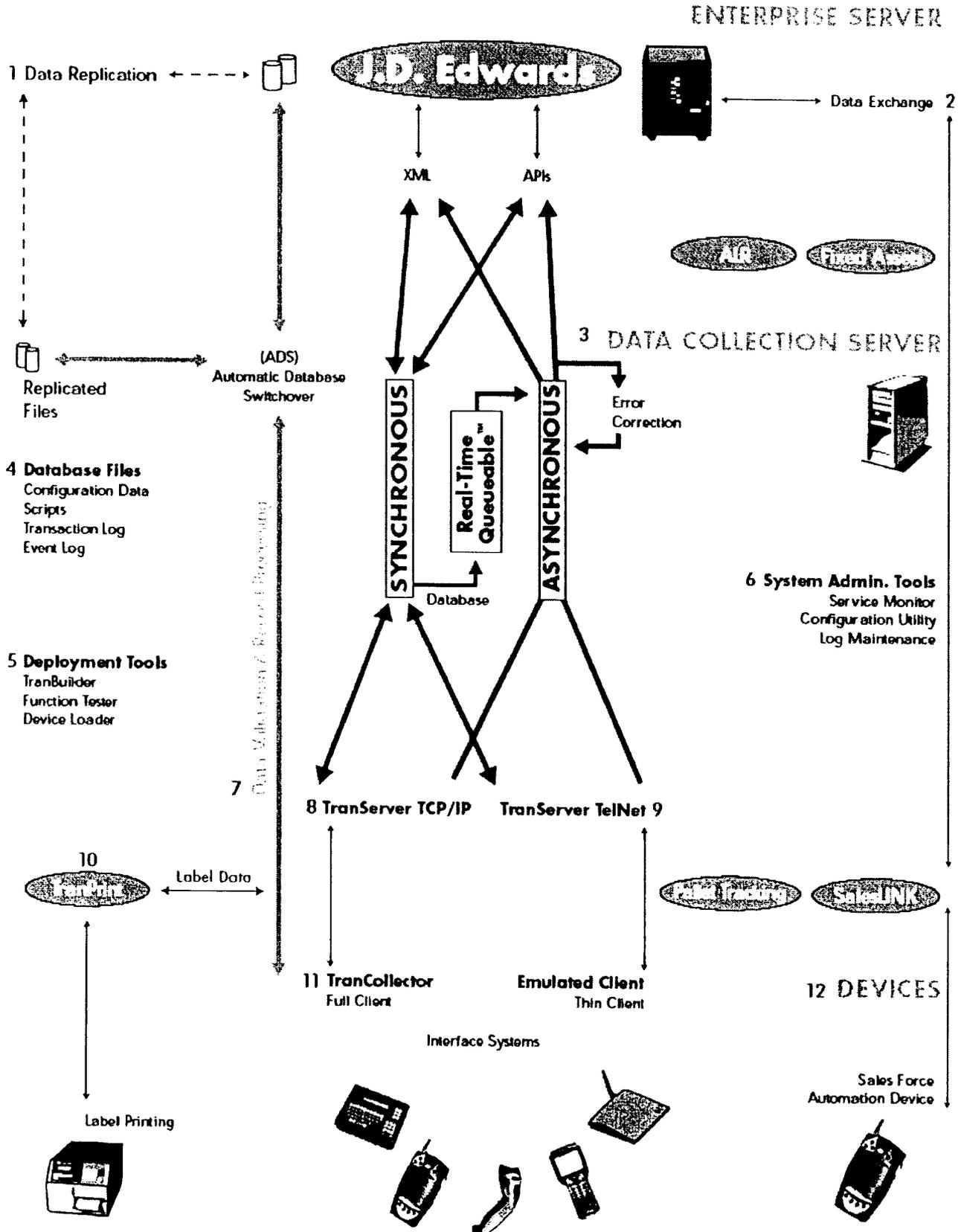
Technical Approach

Architectural flexibility offered by our client/server solution will allow DSI to closely integrate the data collection transactions into the Cornhusker State operational environment. Ease of use for the end user, and the ability to integrate into the "thin client architecture" common in most WAN environments, gives you the opportunity to configure your solution to meet specific operational and technical needs. No other vendor has the ability to offer all of these options, supporting both "on-line, real-time" and "batch" based offline devices.

Consider the following differentiators:

- Standard Workflows Included - Pre-configured to support JDE transaction sets reduce consulting efforts and speeding implementation processes.
- Synchronous or Asynchronous Transaction Processing – Users are not restricted to "one way calls" into JDE when the transaction processes.
- No Data Replication Required – We validate our transactions against the live JDE database.
- Terminal Emulation or Full Client Device Support – Implement the solution that best meets your RF Device requirements.
- XML support for EnterpriseOne Interface – Most of our EnterpriseOne clients are using the XML protocol for their interfaces. COM and API methods are also available.
- Support for Centralized or Distributed Solutions – Flexibility to meet current and future needs. Single data collection server to manage all locations.
- Current JDE Version Compliance – Our interface components have already passed through DSI and JD Edwards' quality assurance processes up to and including version 8.10. They are currently shipped on the software media from JD Edwards.
- Updates to JDE that do not affect the basic file structure relating to a transaction will be insulated from change in any "interfacing solution". dcLINK provides "wrappers" that make calls to the standard JDE Master Business Functions. If those MBF's file structures remain unchanged in a version upgrade, no changes are required. This is the most common occurrence in the JDE development methodology. It is rare for there to be changes in the application software at that basic file structure level.
- Clustered Database and NLB Transaction Servers eliminate any "Single Points of Failure" in the solution. Our solution will integrate with complete compliance into the State of Nebraska network and ERP environment.
- The basic solution will perform at acceptable levels within a CNC and network environment that is properly tuned and maintained. dcLINK provides the capability to design and architecture solution around specific environmental and operational considerations particular to your environment.
- Communication between the ERP and our data collection server can be native JDE API calls through JDENET or XML transmission utilizing JDETHINNET. Based on the interface choice (API or XML) transactions can be configured to process synchronously, asynchronously or "real-time" queue able. A majority of our EnterpriseOne clients are utilizing XML as their preferred interface methodology.
- Devices can communicate to the data collection server thin client (Telnet VT220 emulation) or full client (on DSI certified devices). A more detailed review of your network, telecommunications and facility infrastructure would be required to provide a detailed architecture plan. Those hours have been included, and will have a specific documentation deliverable as a part of our implementation methodology.

dcLINK FOR J.D. EDWARDS - ARCHITECTURE



I. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

1. DSI will support all transactions described in the RFP utilizing standard data collection products and transaction scripts. Inventory Management, Sales Order Management, and Procurement functions are included.
2. DSI will meet or exceed all requirements from this section of the Project Description.
 - a. Seamless integration with the existing PeopleSoft Enterprise One 8.10 ERP Implementation (previously JD Edwards One World).
 - b. Work with minimal additional load to the ERP server.
 - c. Reduce the paperwork required and improve workflow throughout the CSI warehouses.
 - d. Provide a fully integrated solution based on a well-designed and proven data model.
 - e. Maximize the use of technology to simplify the job and enhance employee productivity.
 - f. A client/server solution.
3. A proposal is attached to meet the requirements of the Capital Asset Management System.
4. An **optional price quote** for barcode scanners has been included to meet the requirements specified in the RFP.

B. PROJECT ENVIRONMENT

1. The project environment for the ADC application will be as follows:
 - a. The PeopleSoft Enterprise One is housed on the AS/400 platform located at 501 S 14 Street, Lincoln, NE. This is a remote location to NDCS.
 - b. Both PCs and thin client devices (via a Citrix Server) will access the ADC application.
 - c. Internet Explorer version 6.0 (or later) is the web browser that will be used for any end user web access requirements.
 - d. The ADC application will be compatible with Windows 2000 Pro, Windows XP Pro, and Windows 2003 Server.
 - e. The ADC application will be capable of being loaded and operated on a server running the Windows 2003 Server operating system.
 - f. The server farms at 501 S 14 Street and Folsom & W Prospector Place, Building 1, Lincoln, NE are connected to the State's Division of Communication Wide Area Network (WAN) via a 1.0GB fiber connection.
 - g. The minimum Local Area Network (LAN) bandwidth in use at NDCS sites that will access the ADC application will have a minimum data transfer rate of 100Mbs.
 - h. The minimum WAN bandwidth at any campus location is 1.54Mb.
 - i. The ADC application must be configurable to operate using the following ports and protocols:
 1. Port 23 – SSL protocol, port 80 – HTTP protocol, and port 443 – HHPs protocol.

CORNHUSKER STATE INDUSTRIES

- j. All wireless communications must follow the Nebraska Information Technology Commission Standards and Guidelines for Wireless Local Area Network found at:
http://www.nitc.state.ne.us/standards/security/wireless_local_area_network_guidelines.pdf
- j. All wireless communications must follow the Nebraska Information Technology Commission Standards and Guidelines for Wireless Local Area Network found at:
http://www.nitc.state.ne.us/standards/security/wireless_local_area_network_guidelines.pdf
- 5. DSI acknowledges that the Nebraska Department of Correctional Services, Information Services Division, shall maintain responsibility for the implementation, maintenance and support of the local area network and workstations. The NIS technical team shall maintain responsibility for the implementation, maintenance and support of the existing servers and network printers. The Department of Communications shall maintain responsibility for the WAN.

C. PROJECT REQUIREMENTS – MANDATORY

- 1. **Mandatory:** The ADC application from the bidder shall be an approved solutions provider for Oracle's PeopleSoft Enterprise One 8.10 ERP.
Yes No
Proposal Cross Reference Oracle Certification Documentation is available for each release
Detailed Description _____
- 2. **Mandatory:** The ADC application shall integrate into the PeopleSoft Enterprise One 8.10 ERP system without any major customization at the design and/or technical specification level.
Yes No
Proposal Cross Reference Page 11
Detailed Description _____
- 3. **Mandatory:** The ADC application shall integrate data from multiple sources, capture data at the warehouse through a handheld scanner and process it in the ERP server, thereby maintaining up to the minute transactional details in the PeopleSoft Enterprise One Server.
Yes No
Proposal Cross Reference Page 11
Detailed Description _____
- 4. **Mandatory:** The ADC application shall have real-time, event-driven data validation that catches errors and omissions (mis-scans) immediately and enables the user to remedy the error and correctly complete the transaction on the spot.
Yes No
Proposal Cross Reference Page 11
Detailed Description _____

5. **Mandatory:** The ADC application shall be insulated from the PeopleSoft Enterprise One 8.10 ERP Service Pack upgrades, tools releases, and Electronic Software Updates (ESUs).

Yes ___ No X

Proposal Cross Reference Page 11

Detailed

Description _____

6. **Mandatory:** For each release of PeopleSoft Enterprise One 8.10 ERP, the bidder shall warrant that the ADC application will continue to function and will make available such software upgrades as necessary.

Yes X No ___

Proposal Cross Reference Included in License Agreement Language
Detailed Description _____

D. PROJECT CONSIDERATIONS

- a. **The bidder must clearly define the proposed product architecture and delivery environment.**

b. **Technology issues - The basic solution will perform at acceptable levels within a CNC and network environment that is properly tuned and maintained. dcLINK provides the capability to design and architecture solution around specific environmental and operational considerations particular to your environment. Communication between the ERP and our data collection server can be native JDE API calls through JDENET or XML transmission utilizing JDETHINNET. Based on the interface choice (API or XML) transactions can be configured to process synchronously, asynchronously or "real-time" queue able. A majority of our EnterpriseOne clients are utilizing XML as their preferred interface methodology. Devices can communicate to the data collection server thin client (Telnet VT220 emulation) or full client (on DSI certified devices). A more detailed review of your network, telecommunications and facility infrastructure would be required to provide a detailed architecture plan. Those hours have been included, and will have a specific documentation deliverable as a part of our implementation methodology.**

- c. **Do you have an HTML or XML Intranet interface?**

dcLINK provides XML as an interface solution.

d. **Network Load** - The new network load that will be generated by ADC environment will be minimal. The transactions themselves are a minimal amount of screen or data characters, depending on your choice of implementation. Each packet sent through the network will be less than 2K bytes in size. The load of the server to the JDE environment will be no more that a "medium" JDE screen user signed on to the ERP system.

e. **CAMS Technical Description** - There is no additional architectural consideration for the CAMS technical consideration would have any fundamental differences. These would just be additional "scripts" to be created using our standard workflow, or customized with the toolset. Please be aware that CAMS type transactions often need to take place in locations that do not have RF coverage. DSI offers "batch" and "wirelessly connected" solutions utilizing the same devices and script sets. Some vendors offer only "Terminal Emulation" solutions which require constant communication with the RF backbone in order for scanning to take place.

E. PRODUCT DEMONSTRATION VIA SCREEN SHOTS AND NARRATIVES

1. Please see Screen Captures – Standard Workflows at end of Technical Proposal
 - a. Shipment Confirmation
 - b. Inventory has to be issued to a shop floor.
 - c. Purchase Order Receipt.

F. DETAIL PROJECT WORK PLAN



CORNHUSKER STATE INDUSTRIES

ADC Solution - Preliminary Quote

Preliminary Services Quote

DSI Estimate No. 2569

April 10, 2006

1.0 Solution Components

This services estimate is based on a defined data collection solution for CORNHUSKER STATE INDUSTRIES. The definition of the solution is described by the following components:

Qty	Category	Component	Description	Complexity
1	Setup	dcLINK Core System	Installation and configuration of dcLINK core and primary TranServer.	Standard
1	Setup	ERP System Updates	Application of ERP system updates that affect dcLINK.	Standard
1	Setup	TranServer	Installation and configuration for additional TranServer.	Standard
1	Setup	XML Client & Server	Installation and configuration of JDE XML Client and Server.	Standard
1	Setup	SQL Server RDMS for dcLINK	Installation of SQL Server RDMS (software only).	Standard
1	Setup	TranPrint		Standard
1	Setup	Data Collection Devices	Configuration of up to 5 Telnet based data collection devices.	Basic
1	Setup	Bar Code Printers		Standard
1	Scripts	Tag Count Entry		Standard
1	Scripts	Cycle Count Directed		Standard
1	Scripts	Inventory Adjustment (Positive)		Standard
2	Scripts	Inventory Transfer		Standard
1	Scripts	Inventory Issue		Standard
1	Scripts	Inventory Reclassification		Standard
1	Scripts	Inquiry - All locations for an Item		Standard
1	Scripts	PO Receipts by PO (With List)		Standard
1	Scripts	PO Receipts by Item (With List)		Standard
1	Scripts	Ship Confirmation by Pick Slip		Standard
1	Scripts	Custom Script 1	Inventory Label Printing	New (B)
1	Scripts	Custom Script 2	Open Receipt Inquiry by Item	New (B)
2	Additional	Number of Labels DSI will Create	Low complexity label with limited variable data.	Basic
2	Additional	Scripts printing through TranPrint/Loftware	Low complexity label with limited variable data.	Basic

Cornhusker State Industries

Transaction (Script) Complexity Guidelines

Standard transactions will be implemented as developed by DSI with no changes or enhancements, except for the following activities:

- Set global script options
- Configure Startup Script UDC values for default user
- Change English literal text in screens, fields, and error messages
- Change sort order of an existing display list
- Setup download criteria variables
- Remove existing validations
- Change field prompt information

Standard (B) transactions, or Standard Transactions with Basic Changes or Enhancements will be implemented as developed by DSI with changes or enhancements that meet the following criteria, above and beyond those allowed for a Standard transaction (above):

- Override variables that are set at the beginning of the transaction
- Add or change variable data on screens
- Change the order of existing subroutines in the transaction
- Change criteria within an existing validation

Standard (I) transactions, or Standard Transactions with Intermediate Changes or Enhancements will be implemented as developed by DSI with changes or enhancements that meet the following criteria, above and beyond those allowed for a Standard or Standard (B) transactions (above):

- Add additional variables to the transaction
- Change information on display lists
- Add new field prompts
- Add new validations
- Change existing function key numbering
- Add new function key processing

New (B) Transactions, or New Transactions of Basic Complexity, are indicated when client requirements do not confirm to the functionality of an existing DSI Standard Transaction and the new transaction is straight-forward and of minimal difficulty. Such a custom transaction can include some or all of the following limited set of script components:

- Interface to a single, supported ERP system
- No more than one API call or output to an ERP interface
- No more than 2 downloads
- Only simple validations; A simple validation is a validation that requires a single download from a single, standard table for one of the supported ERP platforms
- No more than two logic loops
- No internal tables

New (I) Transactions, or New Transactions of Intermediate Complexity, are indicated when client requirements do not confirm to the functionality of an existing DSI Standard Transaction and the new transaction is moderately complicated. Such a custom transaction can include some or all of the following limited set of script components:

- 2-3 interfaces to a supported ERP system; 2-3 API calls or outputs to a supported ERP interface
- More than 2 downloads
- Complex validations; A complex validation is a validation that requires data linkage (as in the case of validations against joined tables or joined fields), has data dependencies, or requires function based logic such as calculations or summations as part of the validation
- More than 2 logic loops
- No internal tables

Cornhusker State Industries

Advanced Transactions are indicated when client requirements significantly deviate from the functionality and flow of a DSI Standard Transaction making the script requirements highly customized and specific to the client's business environment. For Advanced Complexity Transactions, the assumption is that the transaction will be designed and developed entirely as a custom transaction using no Standard Transaction components as foundation. Such a custom transaction will be considered Advanced Complexity if the functional requirements exceed some or all of the limited set of script components identified for a New Transaction of Intermediate Complexity and could include some or all of the following:

- Interfaces to non-supported ERP platforms
- Calls to custom APIs
- Complex logic
- SQL statements
- Internal tables

1.2 Solution Assumptions / Notes

- CORNHUSKER STATE INDUSTRIES is responsible for running pick slip print from Oracle E1 8.10 application.
- This estimate assumes that all business process is defined, configured, and running in Oracle E1 8.10 prior to dclINK transaction implementation.
- DSI's Project Manager shall conduct and document bi-weekly management status meetings and provide bi-weekly written status reports including an updated electronic copy of the project work plan.
- This preliminary quote assumes that ERP programs for which DSI provides a standard interface are unmodified. If ERP programs have been modified, a separate estimate for analysis of modification impact and for any modification to DSI's interface is required.
- This preliminary quote includes 24 hours on-site go-live support by DSI personnel at a single location. If additional go-live support by DSI personnel is required, a Solution Change Request is required to amend project scope and budget.
- Several of the transactions quoted in this preliminary quote are quoted as Standard complexity meaning that DSI's standard transactions for the indicated functions will meet CORNHUSKER STATE INDUSTRIES business processes. If, upon detailed requirements gathering, significant deviations from standard transaction functionality are identified, a scope revision may be required.
- This is a preliminary quote and is subject to change until detailed requirements gathering activities are completed. At conclusion of detailed requirements gathering a revised quote will be presented and will be presented as a fixed fee quote.

1.3 Locations

Location Name	State	Country	Users/Devices	Go-Live
Lincoln	NE	USA		

Any go-live date indicated above is a targeted go-live date for informational purposes only. The ability to meet any specific target go-live date depends upon when Agreements are formally concluded and signed. Once Agreements are signed, both parties will agree upon a project schedule during the Project Planning Meeting and a milestone go-live date will be established. Timeliness of deliverables, deliverable reviews, deliverable approvals are critical to meeting any targeted go-live date.

Cornhusker State Industries

2.0 Project Activities and Implementation Methodology

This estimate assumes that the DSI i⁵ Implementation Methodology will be followed for the implementation of the solution as described in this document. Deviations from the i⁵ Implementation Methodology will nullify this estimate.

The work required to implement the solution consists of the following Phases and Steps as defined by the DSI i⁵ Implementation Methodology.

Phase	Step
Plan	Conduct Project Planning Meeting
Plan	Obtain Additional Requirements
Plan	Architecture Overview / Database Review
Plan	Complete Planning Documents
Plan	Create Solution Test Plan
Design	Design Solution Components
Implement	Assess Implementation Readiness
Implement	Install and Test Software
Implement	Build Software Solution
Implement	Integrate Solution Components
Implement	Implementation Review
Implement	Train Key Users
Test	Assess Testing Readiness
Test	Prepare Test Data
Test	Perform Integrated Testing
Test	Perform Stress Testing
Test	Perform Infrastructure Performance Audit
Deploy	Assess Go-Live Readiness
Deploy	Prepare for Go-Live
Deploy	Support Go-Live

Cornhusker State Industries

G. PRODUCT VISION

1. The bidder shall describe its vision for the continuing evolution of the product. The bidder shall include how they plan to maintain compatibility with future releases of PeopleSoft Enterprise One.

Our support line has a structured method for managing all open issues, and any issues that require the involvement of our development organization are escalated and managed within that issue tracking system. DSI management becomes involved after certain criteria are met, and the requested enhancements are shared with our internal development organization. The customer will be notified upon the inclusion of the functionality into the new version.

Should an enhancement require inclusion into the next version of the product, a plan will be shared with the customer to ensure that all parties understand the scope of any temporary patches and permanent fixes. A timeline for the release of the next version is developed, and often these customers participate in "beta" testing of the new version because of their desire to obtain the improved functionality on an expedited basis.

Our dcLINK 4.0 version was released in 2000 followed by dcLINK 4.1 in 2002 and dcLINK 4.2 in 2004. dcLINK version releases are planned and are usually released every 18-24 months. Minor software upgrades (or Service Packs) are generally available every quarter. dcLINK V4.2 SP2, release date of 9/15/05. During 2005, DSI released two service packs with updates. The latest service pack (SP2) was released on 9/15/05. The net changes in Service Pack 1 expanded the supported devices and improved ease of use and extended data collection to mobile field operations that might not have consistent network connectivity.

In Service Pack 2, DSI extended the enterprise connectivity to support the latest integration methods of SAP and Oracle. In Service Pack 3 of dcLINK 4.2, DSI expects to add an Automated Interface Manager service for RFID portals, enhanced user security and new lower-cost print options for companies that only use a few label printers.

On an ongoing basis, DSI will expect to provide our clients with similar improvements and additional features. Version 5.0 will be released and will have double-bit character support for the support of international users.

All development of interfaces in the EnterpriseOne is accomplished utilizing a joint development environment hosted by Oracle. Due to several RFID related joint development projects in the past few years, our interface programs are actually shipped on product CD's from Denver. Our involvement in the early stages of the version enhancements with the EOne development staff at Oracle allows for us to provide the highest level of version compatibility. Our interfaces have to be ready for general release before the EOne version is released by Oracle.

2. Our product architecture is not expected to change in the near future, unless it will be to comply with any emerging EOne technology. The next major changes for development will be in support of Oracle's FUSION product line.

3. Old releases of dcLINK software continue to be supported to the best of our abilities. We have customers that are using on JDE versions that date back to 1996. Due to customizations to the ERP software, they are not able to upgrade. Although no new development is offered to those client environments, they are still provided support.

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H. SERVICE AND SUPPORT

Service and Support Description - To provide on-going support and software updates, we propose our Software Update and Response Line (SURL) agreement. This agreement provides for unlimited phone calls to our Client Support Center, periodic software updates and access to our online Customer eXtranet. This customer centered website, provides software, documentation and technical support online

With global offices and advanced on-line and response line customer support, the DSI Client Support Center is ready to answer any question that may arise about your data collection needs. Our dedicated staff is knowledgeable of enterprise software, data collection hardware, wireless networks and data collection software and is available nearly 24 hours a day, seven days a week. Standard support hours are Monday through Saturday - 6am to 6pm, Sundays 1pm to 6pm CST. In addition to the eXtranet, DSI also offers extended 24x7 service through our offices in the UK and Australia, which is an upgrade to our standard service.

Almost ten people are dedicated to our response line functions. It is a separate organization of the field based consulting and implementation organization. They are focused on support of the dcLINK products. Most of our support personnel have a minimum of 5 years of dcLINK experience, with many having come from a background of implementing JD Edwards application software. They are cross trained on JDE, dcLINK, network administration, data collection and infrastructure hardware.

Our support line has a structured method for managing all open issues, and any issues that require the involvement of our development organization are escalated and managed within that issue tracking system. DSI management becomes involved after certain criteria are met, and the requested enhancements are shared with our internal development organization. A resolution plan will be shared with the customer to ensure that all parties understand the scope of any temporary patches and permanent fixes.

Our help desk support team works closely with our development group in the resolution of issues. All production-impacting issues are handled on a priority basis by our help desk and development teams working together, and an appropriate resolution is sent to the client at the earliest possible time as an emergency release. Work on these issues is included before all other scheduled projects.

An emergency release is a specific program, with supporting files when necessary, to correct a defect that is creating a production impacting issue at a client site. This type of release is considered a temporary fix. The formal release of the fix is included in the next Service Pack release. A Service Pack release is a compilation of fixes and enhancements that have occurred after the creation of the Base release. The Service Pack release is a separate installable release.

User Group – Although no formal user group exists at this time, DSI has organized our inaugural dcLINK user group conference to take place in March 2007. Based on customer feedback, we are anticipating a minimum of 50 clients that will be sending over 150 individuals.

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I. ACCEPTANCE TEST PLAN

1. As a deliverable from the planning and design phases of the implementation methodology, DSI will provide a system acceptance test plan for the ADC to demonstrate all functionality proposed in the contract during the development of the implementation plan.
2. DSI will provide a methodology for corrections and compliance of problems identified during the acceptance test. The State shall have the right to approve the acceptance test plan and related methodologies prior to implementation. The acceptance test plan will include full compliance testing and the guarantees specified in this RFP.
3. The State shall operate the production system for a minimum of thirty (30) days with performance meeting standards of RFP prior to the final acceptance of the application by the NDCS.

J. PROJECT STATUS REPORTING

1. DSI will conduct and document monthly management status meetings and provide monthly written status reports including an updated electronic copy of the project work plan. This is a standard feature of our implementation methodology.
2. DSI will maintain a complete and up-to-date project work plan including major NDCS activities and milestones in a current version of Microsoft Project. The electronic work plan must be submitted with the project status report. This is a standard feature of our implementation methodology.

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K. IMPLEMENTATION, TRAINING AND SUPPORT

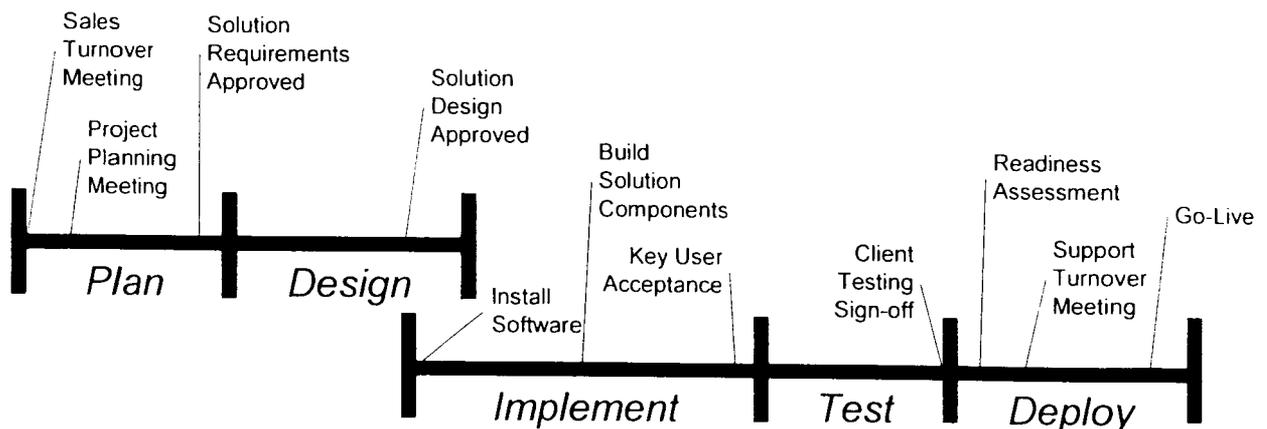
The installation and implementation shall begin with the review and updating of the project plan. DSI will engage with the State and perform an initial Project Planning Meeting. This refine the project plan, and result in the delivery of a document that will include a project plan, transaction specifications, timelines and resource requirements for both parties. DSI will work together with the State and participate with the State in the installation and implementation phase.

DSI will work with your project team to document requirements and assist in the implementation standard and customized transaction sets into a "Conference Room Pilot" environment for testing. A complete solution requirements document will be jointly created, and design of the process flow and transaction sets will begin.

DSI will provide technical resources to perform the initial installation of software into your server environment, as well as assist with configuration and network issues. This will allow the implementation of a "development" server to allow for the project team to develop and test basic processes in a protected EnterpriseOne environment. Key users will be involved in this testing process to ensure acceptance by the eventual users of the system.

Following the completion of testing and training, our consulting staff will assist in the roll out of the solution in the CRP environment. A plan will then be developed to assist in developing an appropriate plan for the implementation of the solution in conjunction with the rollout to the other locations. Performing the initial installation process in this fashion will expedite the training and conversion process, and allow the most cost effective use of DSI and your resources.

Implementation Services Project Timeline



Cornhusker State Industries

Training - The implementation will include a staff-training phase, which shall consist of two sessions, one for technical staff and one for end-user training. Technical Staff training is offered both on-site and off-site. To strengthen our ongoing commitment to customer service, DSI offers training courses at of corporate offices in Overland Park, Kansas to help clients better understand and effectively use dcLINK®. Our classes are taught by senior implementation consultants whose real world experiences enhance classroom content. Complete documentation, technical exercises and test environments are provided in these classes at DSI. The following classes are recommended for at least one person in your organization:

dcLINK Basic Administration – covers basic administration topics, including installation of dcLINK on class equipment, and is intended for new users.

dcLINK TranBuilder Foundation - TranBuilder is the dcLINK tool used to generate data collection scripts for handheld devices. This is an introductory class in use of the TranBuilder tool to create and change data collection scripts.

dcLINK Advanced Administration Topics - This course covers redundant architecture design, advanced troubleshooting techniques and tools, and dcLINK and ERP performance tuning interdependencies and practices and is designed for administrators of complex dcLINK environments where there are requirements for multiple servers, high transaction volumes, high availability and disaster recovery.

DSI will assist in the presentation of end-users training will consist of “super-users” in a train-the trainer role. DSI will assist the State project team in creating appropriate training materials including user manuals, quick reference guides, and system technical documentation.

Screen Captures

Standard Workflows



Transaction Work Flows

Sample Screens

PO Receipts by PO Number (No List)

```
TranCollector - dcLINK Demonstration
File View Script Configuration Help
PO Receipts by PO Number (No List)
=====
PO Number:
Item Number:
Description:
Lot Number:
Open Qty:
Rec'd Qty:

Enter PO Number:
|157
```

Enter Purchase Order Number.

```
TranCollector - dcLINK Demonstration
File View Script Configuration Help
PO Receipts by PO Number (No List)
=====
PO Number: 157
Item Number:
Description:
Lot Number:
Open Qty:
Rec'd Qty:

Enter Item Number:
|210
```

Enter Item Number or F4 for Open Item List.

```
TranCollector - dcLINK Demonstration
File View Script Configuration Help
PO Receipts by PO Number (No List)
=====
PO Number: 157
Item          |Quantity|Description
-----
210           |10|Product 210
220           |20|Product 220
230           |30|Product 230
```

Select Item from Display List.

```
TranCollector - dcLINK Demonstration
File View Script Configuration Help
PO Receipts by PO Number (No List)
=====
PO Number: 157
Item Number: 210
Description: Product 210
Lot Number:
Open Qty: 10
Rec'd Qty:

Enter Item Number:
|210
```

Verify Item Number.

```
TranCollector - dcLINK Demonstration
File View Script Configuration Help
PO Receipts by PO Number (No List)
=====
PO Number: 157
Item Number: 210
Description: Product 210
Lot Number:
Open Qty: 10
Rec'd Qty:

Enter Quantity: EA
|10
```

Enter Quantity to Receive.

```
TranCollector - dcLINK Demonstration
File View Script Configuration Help
PO Receipts by PO Number (No List)
=====
PO Number: 157
Item Number: 210
Description: Product 210
Lot Number:
Open Qty: 10
Rec'd Qty: 10

Enter Location:
|1 B 1
```

Enter Location.

Note: If an item is lot/serial controlled the user will be prompted for lot/serial.



Receipt Routing Movement

```
TranCollector - dcLINK Demonstration
File View Script Configuration Help
Receipt Routing Movement
=====
PO Number:
Item Number:
Lot Number:
Open Qty:
Rec'd Qty:
Location:

Enter PO Number:
4725
```

```
TranCollector - dcLINK Demonstration
File View Script Configuration Help
Receipt Routing Movement
=====
PO Number: 4725
Item Number:
Lot Number:
Open Qty:
Rec'd Qty:
Location:

Enter Item Number:
220
```

```
TranCollector - dcLINK Demonstration
File View Script Configuration Help
Receipt Routing Movement
=====
PO Number: 4725
Item Number: 220
Lot No. | Qty
50
```

Enter Purchase Order Number.

Enter Item Number.

Select Quantity from Display List.

```
TranCollector - dcLINK Demonstration
File View Script Configuration Help
Receipt Routing Movement
=====
PO Number: 4725
Item Number: 220
Lot Number:
Open Qty: 50
Rec'd Qty:
Location:

Enter Quantity: EA
50
```

```
TranCollector - dcLINK Demonstration
File View Script Configuration Help
Receipt Routing Movement
=====
PO Number: 4725
Item Number: 220
Lot Number:
Open Qty: 50
Rec'd Qty: 50
Location:

Enter Location:
1 B 1
```

```
TranCollector - dcLINK Demonstration
File View Script Configuration Help
Receipt Routing Movement
=====
PO Number: 4725
Item Number: 220
Lot Number:
Open Qty: 50
Rec'd Qty: 50
Location: 1 B 1

Enter To Operation:
STK
```

Enter Quantity to Move.

Enter Location.

Enter To Operation or F4 to display valid operations.

Note: If an item is lot/serial controlled the user will be prompted for lot/serial.



Inventory Adjustment

```

TranCollector - dcLINK Demonstration
File View Script Configuration Help
Inventory Adjustments
=====
Item:
Location:
Lot:

Enter Item:
|210

```

Enter Item Number.

```

TranCollector - dcLINK Demonstration
File View Script Configuration Help
Inventory Adjustments
=====
Item:210
Location:
Lot:

Enter Location:
|1 B 1

```

Enter Location.

```

TranCollector - dcLINK Demonstration
File View Script Configuration Help
Inventory Adjustments
=====
Item:210
Location:1 B 1
Lot:

Enter Quantity: EA
|50

```

Enter Quantity.

```

TranCollector - dcLINK Demonstration
File View Script Configuration Help
Inventory Adjustments
=====
Item:210
Location:1 B 1
Lot:

Enter Reason Code:
|

```

Enter Reason Code or F2 for List of Reason Codes.

```

TranCollector - dcLINK Demonstration
File View Script Configuration Help
Inventory Adjustments
=====
Code |Description
=====
06   |Reserved for PS-Do Not Use
10   |Employee Error
DIS  |Damaged in Shipment
EXP  |Expired Date
MAT  |Materials Price Increase
MRK  |Vendor Mark-up
NOC  |No Credit Order Allowed
NTS  |Not to Standards
OVR  |Overshipment
PQW  |Poor Quality Workmanship
QTY  |Quality Problem
RND  |Rounding
TMP  |Temperature Change

```

Select Reason Code from Display List.

Note: If an item is lot/serial controlled the user will be prompted for lot/serial.



Transaction Work Flows

Sample Screens

Inventory Transfer

```

TranCollector - dcLINK Demonstration
File View Script Configuration Help
=====
Inventory Transfer
=====
Item:
Lot:
From Location:
To Location:

Enter From Branch Plant:
|210
    
```

Enter Item Number.

```

TranCollector - dcLINK Demonstration
File View Script Configuration Help
=====
Inventory Transfer
=====
Item:210
Lot:
From Location:
To Location:

Enter From Location:
|1 B 1
    
```

Enter From Location.

```

TranCollector - dcLINK Demonstration
File View Script Configuration Help
=====
Inventory Transfer
=====
Item:210
Lot:
From Location:1 B 1
To Location:

Enter Quantity: EA
|50
    
```

Enter Quantity.

```

TranCollector - dcLINK Demonstration
File View Script Configuration Help
=====
Inventory Transfer
=====
Item:210
Lot:
From Location:1 B 1
To Location:

Enter To Location:
|
    
```

Enter To Location or F2 for List of On-Hand Locations.

```

TranCollector - dcLINK Demonstration
File View Script Configuration Help
=====
Inventory Transfer
=====
Item Number:210
Desc 1:Product 210
Desc 2:
Location |Quantity|Lot
=====
1 A 1 | 480 |
1 A 2 | 155 |
1 B 1 | 764 |
1 B 2 | 306 |
2 A 1 | 0 |
    
```

Select To Location from Display List.

```

TranCollector - dcLINK Demonstration
File View Script Configuration Help
=====
Inventory Transfer
=====
Item:210
Lot:
From Location:1 B 1
To Location:1 B 2

Enter To Location:
|1 B 2
    
```

Verify To Location.

Note: If an item is lot/serial controlled the user will be prompted for lot/serial.

Cycle Count (Directed)

```
TranCollector - dcLINK Demonstration
File View Script Configuration Help
Cycle Count
=====
Count Number:
Location:
Item Number:
Lot:

Enter Count Number:
|137
```

Enter Cycle Count Number.

```
TranCollector - dcLINK Demonstration
File View Script Configuration Help
Cycle Count
=====
Locations for Count 137
=====
| 1 B 1
| 1 B 2
```

Select Location to Count from Display List.

```
TranCollector - dcLINK Demonstration
File View Script Configuration Help
Cycle Count
=====
Item          |Lot
=====
|230
|230
```

Select Item to Count from Display List.

```
TranCollector - dcLINK Demonstration
File View Script Configuration Help
Cycle Count
=====
Count Number:137
Location:1 B 1
Item Number:220
Lot:

Enter Item:
|220
```

Verify Item Number.

```
TranCollector - dcLINK Demonstration
File View Script Configuration Help
Cycle Count
=====
Count Number:137
Location:1 B 1
Item Number:220
Lot:

Enter Quantity: EA
|50
```

Enter Quantity Counted.

Note: If an item is lot/serial controlled the user will be prompted for lot/serial.



Pick / Ship Confirmation

```
TranCollector - dcLINK Demonstration
File View Script Configuration Help
Ship Confirm by Order
=====
Enter Sales Order Number:
146
```

Enter Sales Order Number.

```
TranCollector - dcLINK Demonstration
File View Script Configuration Help
Ship Confirm Display List/Update
=====
Location |Quantity|Item
=====
1 B 2 | 20 | 220
=====
Ship Confirm Displ Record count: 00000 11/07/05 13:37:37
```

Select Item from Display List.

```
TranCollector - dcLINK Demonstration
File View Script Configuration Help
Ship Confirm Display List/Update
=====
SO Number:146
Pick Slip Number:0
Shipment Number:0
Ship To:4242
Container ID:
Carrier:0
Item:210
Location:1 B 1
Lot:
Enter Item:
210
=====
Ship Confirm Displ Record count: 00000 11/07/05 13:38:19
```

Verify Item.

```
TranCollector - dcLINK Demonstration
File View Script Configuration Help
Ship Confirm Display List/Update
=====
SO Number:146
Pick Slip Number:0
Shipment Number:0
Ship To:4242
Container ID:
Carrier:0
Item:210
Location:1 B 1
Lot:
Enter Location:
1 B 1
=====
Ship Confirm Displ Record count: 00000 11/07/05 13:39:17
```

Verify Location.

```
TranCollector - dcLINK Demonstration
File View Script Configuration Help
Ship Confirm Display List/Update
=====
SO Number:146
Pick Slip Number:0
Shipment Number:0
Ship To:4242
Container ID:
Carrier:0
Item:210
Location:1 B 1
Lot:
Enter Quantity: EA
=====
Ship Confirm Displ Record count: 00000 11/07/05 13:40:16
```

Enter Quantity to Pick/Ship.

Note: If an item is lot/serial controlled the user will be prompted for lot/serial.



Cost Proposal

Prepared for:

Cornhusker State Industries

April 17, 2006



Vendor Name: <u>Data Systems International</u>					
Item #	Product or Service	Details	Time Frame for Deliverables	Unit Price	Total Price
1	Software and License(s)	Cost Per Each License: Quantity Between 1-17	Upon Award of Contract.	Base Fees \$36,000 Each Device License \$ 1,300	\$58,100
2	Software and License(s)	Cost Per Each License: Quantity Between 18-30	Anticipated Request for Additional Licenses Within 12-18 Months after Award of Contract.	\$1,300	
3	Software and License(s)	Cost Per Each License: Quantity Between 31-50	Anticipated Request for Additional Licenses Within 19-36 Months after Award of Contract.	\$1,300	
4	Installation and Implementation Fee	Applies to the ADC Application Only	Upon Award of Contract.		\$76,900, plus expenses as described in proposal
5	Staff Training	Two Sessions Technical (One) End User (One)	Prior to Go Live and Final Acceptance of the ADC Application.		\$2,000 \$2,000
6	Maintenance and Support Fee	Total Maintenance and Support fees, including all upgrade costs, for five (5) years. Upgrade costs will include all major and partial upgrade costs for the first five (5) years. This amount will be paid in five (5) equal installments, with the first installment being paid after system is implemented and accepted. After the first five (5) years, maintenance and Support fees may be increased annually by the lesser of 3% or the consumer price index (CPI).	\$ 15,185 Yearly Installment (Five (5) equal yearly installments will be paid)		\$75,925

Vendor Name: Data Systems International

7	Post Implementation On-Site Support, if Needed or as Requested. Can be used for ADC or CAMS.	This is to be a per hour charge, inclusive of all costs, i.e., travel, lodging, meals, etc.	As Agreed to for Support of the Software.	\$175/Hour plus expenses	
	Optional Pricing Requests				
8	Bar Code Scanner(s) Brand and Model Number Bidding: Intermec CK 31	Cost Per Each Scanner: Quantity 17 with appropriate accessories and first year maintenance.	Upon Award of Contract.	\$42,233	
9	Bar Code Scanner(s) Brand and Model Number Bidding: _____ (Multiple Brands and Models may be Quoted.)	Cost Per Each Scanner: Quantity 18-30	Anticipated Request for Additional Scanners Within Twelve (12) to Eighteen (18) Months After Award of Contract.	\$1,992.40	
10	Bar Code Scanner(s) Brand and Model Number Bidding: _____ (Multiple Brands and Models may be Quoted.)	Cost Per Each Scanner: Quantity 31-50	Anticipated Request for Additional Scanners Within Nineteen (19) to Thirty-Six (36) Months After Award of Contract.	\$1,992.40	
11	Software Costs of ADC to Interface with CAMS Module of PeopleSoft Enterprise 8.10 Module		Optional Future Purchase.	\$9,000	\$9,000

AUTOMATED DATA COLLECTION APPLICATION PROPOSAL PRICING SUMMARY

dcLINK for OneWorld Software:

Base Foundation – Client/Server Software

Procurement, Inventory Management and Sales Orders Interfaces

2 TranServer Licenses (Production and Development)

TranPrint License (Bar Code Printing)

17 User (Device) Licenses

Total License Fees **\$ 58,100**

Annual Software Update/Response Line Fee: **\$ 15,185**
(Discounted Rate of 15% when DC devices
are acquired from DSI)

Fixed Bid Implementation Services **\$ 76,900**
(Does not include travel expenses)

Training (Two Classes) **\$ 4,000**
(For technical staff at DSI offices in KC)

RF Data Collection Hardware Devices **\$ 42,234**
(17 devices, batteries, accessories and
first year maintenance)

Costs excluded from this proposal that will be identified and billed later:

- Reasonable travel expenses for consulting activities
- Access Points, related RF infrastructure, installation services and bar code printers are not included.
- One data collection transaction server, operating system and database software to be utilized in the solution. Specifications for this server can be found in the following pages.

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Implementation Services Project Pricing Details

Assuming that all Solution Components as quoted are correct and remain unmodified, DSI will invoice CORNHUSKER STATE INDUSTRIES a fixed fee of \$76,900, exclusive of taxes and expenses, according to the following billing schedule. All fees are shown in US Dollars (USD)

Billing Milestone	Billing Amount for Services (USD)
20% of fixed fees plus applicable taxes upon signature of all agreements including this document	\$15,380 plus applicable taxes
10% of fixed fees plus applicable taxes upon signature of Solution Requirements Specification (SRS) and Project Management Plan documents (PMP)	\$7,690 plus applicable taxes
20% of fixed fees plus applicable taxes upon signature of Solution Design Description (SDD)	\$15,380 plus applicable taxes
30% of fixed fees plus applicable taxes upon client sign-off of testing results	\$23,070 plus applicable taxes
20% of fixed fees plus applicable taxes upon conclusion of go-live activities	\$15,380 plus applicable taxes
Implementation Fee Totals (exclusive of fee)	\$76,900 plus applicable taxes

- Implementation fees do not reflect any travel related expenses. Ordinary travel related expenses such as airfare, lodging, meals, rental cars, airport parking shuttles or cabs are billed separately from implementation fees.
- Implementation fees do not reflect any taxes. Taxes, if applicable, will be applied in addition to implementation fees.
- Implementation fees do not include fees for recommended training.
- This Preliminary Services Quote is valid until May 10, 2006 unless signed and accepted by both parties per Section 6.0 of this document.
- If the project scope is amended via a Solution Change Request, associated fees and billing guidelines will be outlined in that Solution Change Request. Solution Change Request fees will be calculated using the fees shown in section 4.0.
- The fees for this project are subject to change pending findings of detailed requirements gathering activities. Upon conclusion of detailed requirements gathering activities, changes to the Solution Components will be analyzed and any associated revision of fees will be identified in the Project Management Plan. If there are changes to the associated fees for in-scope Solution Components the fee schedule above is subject to change and the changes will be detailed in the Project Management Plan.

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3.1 Estimated Hours

The Solution Components as stated in Section 1.0 are estimated to take the following hours.

Project Phase	Estimated Hours
PLAN	66 – 73
DESIGN	9 – 11
IMPLEMENT	114 – 129
TEST	94 – 105
DEPLOY	72 – 81
Totals	355 – 399

3.2 Recommended Training

Training is not a part of the Preliminary Services Quote shown above. However, DSI strongly recommends that CORNHUSKER STATE INDUSTRIES send at least one representative to the indicated classes conducted at DSI's training facility in Overland Park, KS. Consult www.DSIOnline.com for additional information about class overviews, schedules, fees, and registration procedures.

Recommended Training	# of Attendees	Extended Fees for # of Attendees
Standard Administration Class held at DSI. (\$500 per class day per student)	1	\$2,000
TranBuilder Foundations Class held at DSI. (\$500 per class day per student)	1	\$2,000

Training Total \$4,000

- Class fees shown are for the number of attendees indicated. Additional attendees will be billed at the standard class fee per person.

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4.0 Fees / Rates for Solution Change Requests

When calculating fees associated with a Solution Change Request, the following rate table will be used.

Resource	Approved Hourly Rate (USD)
Installer	\$175
Scripter	\$175
Integrator	\$175
Analyst/Designer	\$200
Programmer Analyst	\$200
Infrastructure Architect	\$200
Implementation Coordinator	\$225
Project Manager	\$225

All rates and fees are represented in US Dollars.

DSI will bill for all ordinary travel related expenses such as airfare, hotel, car rental, cab and shuttle fees, airport parking and meals. DSI will coordinate such travel with CORNHUSKER STATE INDUSTRIES so as to take advantage of their preferred rates and keep such expenses at reasonable levels.

Local travel will be billed at the IRS published mileage reimbursement rate at the time of travel.

5.0 Invoices / Billing

DSI will submit invoices for implementation fees to CORNHUSKER STATE INDUSTRIES per the milestone schedule in Section 3.0 and per any amended fee schedule in the Project Management Plan. Additional fees for Solution Change Requests will be billed per the terms in the Solution Change Request.

DSI processes expense invoices each day and will submit expense invoices to CORNHUSKER STATE INDUSTRIES as invoices are generated. Invoices are due and payable per the payment terms identified in the DSI Software License, Services, and Maintenance Agreement (or DSI Master Services Agreement if master agreements were executed prior to June of 2003). Payment of invoices should be sent to the address listed on the invoice.

CORNHUSKER STATE INDUSTRIES acknowledges that failure to remit payment according to the agreed upon payment terms as defined in the DSI Software License, Services, and Maintenance Agreement (or DSI Master Services Agreement if master agreements were executed prior to June of 2003) may result in cancellation of scheduled engagements until such time as the account balance is brought into compliance with agreed upon terms.

Cornhusker State Industries

6.0 Acceptance of Preliminary Services Quote and Authorization for Initial Project Planning Activities

By signing this Preliminary Services Quote, CORNHUSKER STATE INDUSTRIES authorizes this document as an initial Scope of Engagement and hereby engages DSI to begin the initial project planning activities, which consist of:

- Conduct Project Planning Meeting (PPM)
- Obtain Additional Requirements
- Complete Solution Requirements Specification (SRS)
- Complete Project Management Plan (PMP)

The Project Planning Meeting will be scheduled to commence on a date mutually agreed upon by both parties. Authorization of the initial project planning activities also authorizes DSI to invoice for implementation services and expenses associated with those activities per the billing schedule outlined in this document.

No activities or invoicing beyond the above-described initial project planning activities will be performed by DSI until the PMP and SRS deliverables from the Project Planning Meeting are reviewed, signed, and accepted by both parties. Discoveries made during the initial project planning activities may identify changes to the intended system solution that may require changes to this Scope of Engagement and associated costs and schedule. Only by signing the PMP and SRS does CORNHUSKER STATE INDUSTRIES approve additional project activities to proceed and thereby authorize any identified change to cost or schedule. Subsequent to acceptance of the PMP and SRS by both parties, any changes to the project scope will be documented with a Solution Change Request (SCR) and must be approved by both parties before any work can begin. The project schedule and costs may be revised depending on the magnitude of the approved change.

Any estimates for this Scope of Engagement given to CORNHUSKER STATE INDUSTRIES either orally or written prior to the execution of this agreement are null and void. Upon signature and acceptance by both parties, this Scope of Engagement and pricing herein are valid and binding specific to the project described herein for a period of one year from the Acceptance Date or until project completion as agreed to by both parties. The DSI Software License, Services, and Maintenance Agreement (or DSI Master Services Agreement if master agreements were executed prior to June of 2003) will be used for all terms and conditions not specifically included in this Scope of Engagement.

Data Systems International, Inc.

CORNHUSKER STATE INDUSTRIES

By: _____

By: _____

(Authorized signature)

(Authorized signature)

(Print or Type Name)

(Print or Type Name)

(Title)

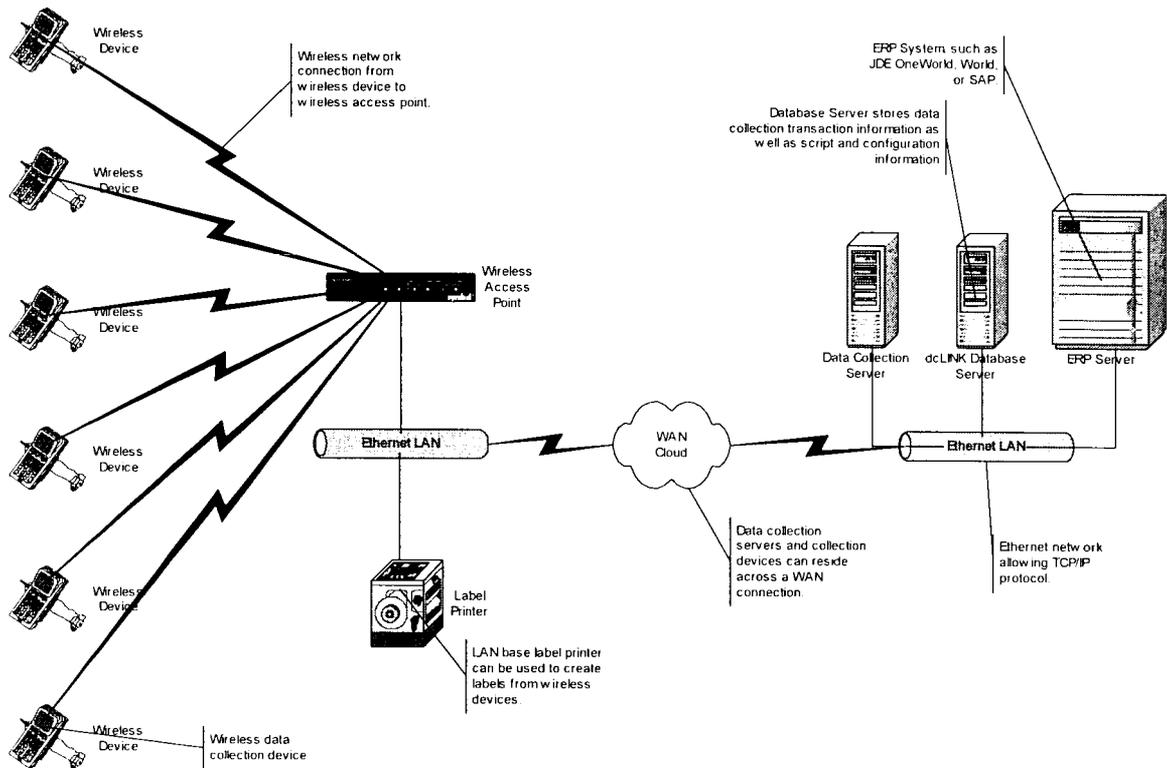
(Title)

By signature hereon, the above certifies that he or she is duly authorized to execute this Agreement on behalf of Client.

Accepted and Effective On: _____
(Date)

PO # (if applicable): _____

dcLINK 4.x System Specification



The number of data collection servers is based on your processing volume. Additional server may be required as your volume increases. The primary function of the data collection server is managing communications and monitoring data flow between the ERP system and the data collection devices.

The dcLINK data collection system requires Microsoft® SQL Server version 7.0 or higher. This system stores the dcLINK database, which holds system configuration and system setup information, as well as data collection transaction information.

On the following pages you will find the recommended system requirements for the primary server components of a typical dcLINK installation.

System Specifications

Existing Database Server (SQL Server)(Non-Clustered)

Hardware

(This can be existing server hardware)

<u>Qty</u>	<u>Make</u>	<u>Model</u>	<u>Component</u>	<u>Specification</u>
1	???	???	CPU	Dual Pentium IV Xeon™ 3.0 GHz or faster
			Memory	4 GB RAM
			Disk Adapter	Multi-Channel RAID Adapter
			Internal Disk Array	Dual 72 GB Hard Drives in Mirrored Array (Operating System and Pagefile)
			External Disk Array	3 - 72 GB Hard Drives in RAID 1 Array (Drive space depends on transaction volume) (Quorum Volume)
			External Disk Array	3 - 72 GB Hard Drives in RAID 5 Array (Drive space depends on transaction volume) (Data Volume)
			External Disk Array	3 - 72 GB Hard Drives in RAID 1 Array (Drive space depends on transaction volume) (Log Volume)
			NIC	Dual 10/100 MBPs Network Interface Card

Software

<u>Qty</u>	<u>Component</u>	<u>Specification</u>
1	<u>OS</u>	Windows® Server 2003 Enterprise Edition, with all applicable service packs ⁴
1	<u>DBMS</u>	Microsoft® SQL Server 2000, Service Pack 4 or higher
	<u>Other</u>	Microsoft® Data Access Components (MDAC) 2.8 or higher

¹ Only SQL Client tools are required on TranServer, if the TranServer will not be hosting the dcLINK database.

² DSI ships Microsoft® Windows Installer and Microsoft® Data Access Components programs on the dcLINK CD-ROM. The setup program will automatically install needed components during installation of the client components. The MDAC components should be installed prior to installation of any dcLINK components.

³ Required only if using ODBC or OLE connections to and AS/400 Host.

⁴ Windows 2000 Advanced Server or Windows 2003 Standard Server are required if there is a plan to use Windows Load Balancing Service (WLBS), or Microsoft Cluster Server (MSCS).

⁵ Oracle Client tools are required on all TranServer, if the TranServer will not be hosting the dcLINK database.

⁶ Client Access Express is required on any TranServer or AsyncServer that will be access i-Series tables.

Data Collection Server (TranServer Production)(TranPrint/Loftware)

Hardware

<u>Qty</u>	<u>Make</u>	<u>Model</u>	<u>Component</u>	<u>Specification</u>
1	???	???	CPU	Dual Pentium IV Xeon™ 3.0 GHz or faster
			Memory	1 GB RAM
			Disk Adapter	Single Channel RAID Adapter
			Internal Disk Array	Dual 72 GB Hard Drives in Mirrored Array
			NIC	Dual 10/100 MBPs Network Interface Card

Software

<u>Qty</u>	<u>Component</u>	<u>Specification</u>
1	<u>OS</u>	Windows 2003 Standard ⁴
1	<u>Other</u>	Microsoft® SQL Server 2000 Client Tools, Service Pack 4 or higher ¹
1		Microsoft® Data Access Components (MDAC) 2.8 or higher ²
1		Loftware Premier Edition (LPS engine)

¹ Only SQL Client tools are required on TranServer, if the TranServer will not be hosting the dcLINK database.

² DSI ships Microsoft® Windows Installer and Microsoft® Data Access Components programs on the dcLINK CD-ROM. The setup program will automatically installs needed components during installation of the client components. The MDAC components should be installed prior to installation of any dcLINK components.

³ Required only if using ODBC or OLE connections to and AS/400 Host.

⁴ Windows 2000 Advanced Server or Windows 2003 Standard Server are required if there is a plan to use Windows Load Balancing Service (WLBS), or Microsoft Cluster Server (MSCS).

⁵ Oracle Client tools are required on all TranServer, if the TranServer will not be hosting the dcLINK database.

⁶ i-Series Access Express in required on any TranServer or AsyncServer that will be access i-Series tables.

Capitol Asset Management Optional Proposal

AUTOMATED DATA COLLECTION CAMS PROJECT PRICING SUMMARY

dcLINK for OneWorld Software:

Fixed Asset Management Interface	\$ 9,000
Each User (Device) License (One user license per additional device)	\$ 1,300
Annual Software Update/Response Line Fee: (Discounted Rate of 15% when DC devices are acquired from DSI)	15% of List Price
Fixed Bid Implementation Services (Does not include travel expenses)	\$ 62,900
RF Data Collection Hardware Devices (Each) (Plus spare batteries and accessories)	\$ 1,992

Costs excluded from this proposal that will be identified and billed later:

- Reasonable travel expenses for consulting activities
- Access Points, related RF infrastructure, installation services and bar code printers are not included.

Assumption:

- dcLINK will have already been installed in the Nebraska State infrastructure that can be used by this additional application.



CORNHUSKER STATE INDUSTRIES

ADC-Capital Asset Management - Preliminary Quote

Preliminary Services Quote

DSI Estimate No. 2570

April 10, 2006

1.0 Solution Components

This services estimate is based on a defined data collection solution for CORNHUSKER STATE INDUSTRIES. The definition of the solution is described by the following components:

Qty	Category	Component	Description	Complexity
1	Setup	Data Collection Devices	Configuration of up to 5 TCP/IP data collection devices.	Standard
1	Scripts	Work Order Status Change	View Field Work Orders	New (B)
1	Scripts	Hours and Quantity	Update Mechanic Time Entry to Work Order	New (B)
1	Scripts	Fixed Asset Count by Location - Direct		New (B)
1	Additional	ASSETTrac Setup and Configuration	Out of the box ASSETTrac functionality. No code changes.	Standard

1.1 Transaction (Script) Complexity Guidelines

Standard transactions will be implemented as developed by DSI with no changes or enhancements, except for the following activities:

- Set global script options
- Configure Startup Script UDC values for default user
- Change English literal text in screens, fields, and error messages
- Change sort order of an existing display list
- Setup download criteria variables
- Remove existing validations
- Change field prompt information

Standard (B) transactions, or **Standard Transactions with Basic Changes or Enhancements** will be implemented as developed by DSI with changes or enhancements that meet the following criteria, above and beyond those allowed for a Standard transaction (above):

- Override variables that are set at the beginning of the transaction
- Add or change variable data on screens
- Change the order of existing subroutines in the transaction
- Change criteria within an existing validation

Standard (I) transactions, or **Standard Transactions with Intermediate Changes or Enhancements** will be implemented as developed by DSI with changes or enhancements that meet the following criteria, above and beyond those allowed for a Standard or Standard (B) transactions (above):

- Add additional variables to the transaction
- Change information on display lists
- Add new field prompts
- Add new validations
- Change existing function key numbering
- Add new function key processing

New (B) Transactions, or **New Transactions of Basic Complexity**, are indicated when client requirements do not confirm to the functionality of an existing DSI Standard Transaction and the new transaction is straight-forward and of minimal difficulty. Such a custom transaction can include some or all of the following limited set of script components:

- Interface to a single, supported ERP system
- No more than one API call or output to an ERP interface

- No more than 2 downloads
- Only simple validations; A simple validation is a validation that requires a single download from a single, standard table for one of the supported ERP platforms
- No more than two logic loops
- No internal tables

New (I) Transactions, or ***New Transactions of Intermediate Complexity***, are indicated when client requirements do not confirm to the functionality of an existing DSI Standard Transaction and the new transaction is moderately complicated. Such a custom transaction can include some or all of the following limited set of script components:

- 2-3 interfaces to a supported ERP system; 2-3 API calls or outputs to a supported ERP interface
- More than 2 downloads
- Complex validations; A complex validation is a validation that requires data linkage (as in the case of validations against joined tables or joined fields), has data dependencies, or requires function based logic such as calculations or summations as part of the validation
- More than 2 logic loops
- No internal tables

Advanced Transactions are indicated when client requirements significantly deviate from the functionality and flow of a DSI Standard Transaction making the script requirements highly customized and specific to the client's business environment. For Advanced Complexity Transactions, the assumption is that the transaction will be designed and developed entirely as a custom transaction using no Standard Transaction components as foundation. Such a custom transaction will be considered ***Advanced Complexity*** if the functional requirements exceed some or all of the limited set of script components identified for a New Transaction of Intermediate Complexity and could include some or all of the following:

- Interfaces to non-supported ERP platforms
- Calls to custom APIs
- Complex logic
- SQL statements
- Internal tables

1.2 Solution Assumptions / Notes

- This estimate assumes that base dcLINK inventory system is already installed and operational.
- DSI's Project Manager shall conduct and document bi-weekly management status meetings and provide bi-weekly written status reports including an updated electronic copy of the project work plan.
- This preliminary quote assumes that ERP programs for which DSI provides a standard interface are unmodified. If ERP programs have been modified, a separate estimate for analysis of modification impact and for any modification to DSI's interface is required.
- This preliminary quote includes 24 hours on-site go-live support by DSI personnel at a single location. If additional go-live support by DSI personnel is required, a Solution Change Request is required to amend project scope and budget.
- This is a preliminary quote and is subject to change until detailed requirements gathering activities are completed. At conclusion of detailed requirements gathering a revised quote will be presented and will be presented as a fixed fee quote..

1.3 Locations

Location Name	State	Country	Users/Devices	Go-Live
Lincoln	NE	USA		

Any go-live date indicated above is a targeted go-live date for informational purposes only. The ability to meet any specific target go-live date depends upon when Agreements are formally concluded and signed. Once Agreements are signed, both parties will agree upon a project schedule during the Project Planning Meeting and a milestone go-live date will be established. Timeliness of deliverables, deliverable reviews, deliverable approvals are critical to meeting any targeted go-live date.

2.0 Project Activities and Implementation Methodology

This estimate assumes that the DSI i⁵ Implementation Methodology will be followed for the implementation of the solution as described in this document. Deviations from the i⁵ Implementation Methodology will nullify this estimate.

The work required to implement the solution consists of the following Phases and Steps as defined by the DSI i⁵ Implementation Methodology.

Phase	Step
Plan	Conduct Project Planning Meeting
Plan	Obtain Additional Requirements
Plan	Architecture Overview / Database Review
Plan	Complete Planning Documents
Plan	Create Solution Test Plan
Design	Design Solution Components
Implement	Assess Implementation Readiness
Implement	Install and Test Software
Implement	Build Software Solution
Implement	Integrate Solution Components
Implement	Implementation Review
Implement	Train Key Users
Test	Assess Testing Readiness
Test	Prepare Test Data
Test	Perform Integrated Testing
Test	Perform Stress Testing
Test	Perform Infrastructure Performance Audit
Deploy	Assess Go-Live Readiness
Deploy	Prepare for Go-Live
Deploy	Support Go-Live

3.0 Fees

Assuming that all Solution Components as quoted are correct and remain unmodified, DSI will invoice CORNHUSKER STATE INDUSTRIES a fixed fee of **\$62,900, exclusive of taxes and expenses**, according to the following billing schedule. All fees are shown in US Dollars (USD)

Billing Milestone	Billing Amount for Services (USD)
20% of fixed fees plus applicable taxes upon signature of all agreements including this document	\$12,580 plus applicable taxes
10% of fixed fees plus applicable taxes upon signature of Solution Requirements Specification (SRS) and Project Management Plan documents (PMP)	\$6,290 plus applicable taxes
20% of fixed fees plus applicable taxes upon signature of Solution Design Description (SDD)	\$12,580 plus applicable taxes
30% of fixed fees plus applicable taxes upon client sign-off of testing results	\$18,870 plus applicable taxes
20% of fixed fees plus applicable taxes upon conclusion of go-live activities	\$12,580 plus applicable taxes
Implementation Fee Totals (exclusive of fee)	\$62,900 plus applicable taxes

- Implementation fees do not reflect any travel related expenses. **Ordinary travel related expenses such as airfare, lodging, meals, rental cars, airport parking shuttles or cabs are billed separately from implementation fees.**
- Implementation fees do not reflect any taxes. Taxes, if applicable, will be applied in addition to implementation fees.
- Implementation fees do not include fees for recommended training.
- This Preliminary Services Quote is valid until **May 10, 2006** unless signed and accepted by both parties per Section 6.0 of this document.
- If the project scope is amended via a Solution Change Request, associated fees and billing guidelines will be outlined in that Solution Change Request. Solution Change Request fees will be calculated using the fees shown in section 4.0.
- The fees for this project are subject to change pending findings of detailed requirements gathering activities. Upon conclusion of detailed requirements gathering activities, changes to the Solution Components will be analyzed and any associated revision of fees will be identified in the Project Management Plan. If there are changes to the associated fees for in-scope Solution Components the fee schedule above is subject to change and the changes will be detailed in the Project Management Plan.

3.1 Estimated Hours

The Solution Components as stated in Section 1.0 are estimated to take the following hours.

Project Phase	Estimated Hours
PLAN	65 - 69
DESIGN	12 - 13
IMPLEMENT	90 - 97
TEST	71 - 76
DEPLOY	66 - 73
Totals	304 - 328

3.2 Recommended Training

Training is not a part of the Preliminary Services Quote shown above. However, DSI strongly recommends that CORNHUSKER STATE INDUSTRIES send at least one representative to the indicated classes conducted at DSI's training facility in Overland Park, KS. Consult www.DSIOnline.com for additional information about class overviews, schedules, fees, and registration procedures.

Recommended Training	# of Attendees	Extended Fees for # of Attendees
Standard Administration Class held at DSI. (\$500 per class day per student)	1	\$2,000
Advanced TranBuilder Class held at DSI. (\$500 per class day per student)	1	\$2,000
TranBuilder Foundations Class held at DSI. (\$500 per class day per student)	1	\$2,000

Training Total **\$6,000**

- Class fees shown are for the number of attendees indicated. Additional attendees will be billed at the standard class fee per person.

4.0 Fees / Rates for Solution Change Requests

When calculating fees associated with a Solution Change Request, the following rate table will be used.

Resource	Approved Hourly Rate (USD)
Installer	\$175
Scripter	\$175
Integrator	\$175
Analyst/Designer	\$200
Programmer Analyst	\$200
Infrastructure Architect	\$200
Implementation Coordinator	\$225
Project Manager	\$225

All rates and fees are represented in US Dollars.

DSI will bill for all ordinary travel related expenses such as airfare, hotel, car rental, cab and shuttle fees, airport parking and meals. DSI will coordinate such travel with CORNHUSKER STATE INDUSTRIES so as to take advantage of their preferred rates and keep such expenses at reasonable levels.

Local travel will be billed at the IRS published mileage reimbursement rate at the time of travel.

5.0 Invoices / Billing

DSI will submit invoices for implementation fees to CORNHUSKER STATE INDUSTRIES per the milestone schedule in Section 3.0 and per any amended fee schedule in the Project Management Plan. Additional fees for Solution Change Requests will be billed per the terms in the Solution Change Request.

DSI processes expense invoices each day and will submit expense invoices to CORNHUSKER STATE INDUSTRIES as invoices are generated. Invoices are due and payable per the payment terms identified in the *DSI Software License, Services, and Maintenance Agreement (or DSI Master Services Agreement if master agreements were executed prior to June of 2003)*. Payment of invoices should be sent to the address listed on the invoice.

CORNHUSKER STATE INDUSTRIES acknowledges that failure to remit payment according to the agreed upon payment terms as defined in the *DSI Software License, Services, and Maintenance Agreement (or DSI Master Services Agreement if master agreements were executed prior to June of 2003)* may result in cancellation of scheduled engagements until such time as the account balance is brought into compliance with agreed upon terms.

6.0 Acceptance of Preliminary Services Quote and Authorization for Initial Project Planning Activities

By signing this Preliminary Services Quote, CORNHUSKER STATE INDUSTRIES authorizes this document as an initial *Scope of Engagement* and hereby engages DSI to begin the initial project planning activities, which consist of:

- *Conduct Project Planning Meeting (PPM)*
- *Obtain Additional Requirements*
- *Complete Solution Requirements Specification (SRS)*
- *Complete Project Management Plan (PMP)*

The *Project Planning Meeting* will be scheduled to commence on a date mutually agreed upon by both parties. Authorization of the initial project planning activities also authorizes DSI to invoice for implementation services and expenses associated with those activities per the billing schedule outlined in this document.

No activities or invoicing beyond the above-described initial project planning activities will be performed by DSI until the *PMP* and *SRS* deliverables from the Project Planning Meeting are reviewed, signed, and accepted by both parties. Discoveries made during the initial project planning activities may identify changes to the intended system solution that may require changes to this *Scope of Engagement* and associated costs and schedule. Only by signing the *PMP* and *SRS* does CORNHUSKER STATE INDUSTRIES approve additional project activities to proceed and thereby authorize any identified change to cost or schedule. Subsequent to acceptance of the *PMP* and *SRS* by both parties, any changes to the project scope will be documented with a *Solution Change Request (SCR)* and must be approved by both parties before any work can begin. The project schedule and costs may be revised depending on the magnitude of the approved change.

Any estimates for this *Scope of Engagement* given to CORNHUSKER STATE INDUSTRIES either orally or written prior to the execution of this agreement are null and void. Upon signature and acceptance by both parties, this *Scope of Engagement* and pricing herein are valid and binding specific to the project described herein for a period of one year from the Acceptance Date or until project completion as agreed to by both parties. The *DSI Software License, Services, and Maintenance Agreement (or DSI Master Services Agreement* if master agreements were executed prior to June of 2003) will be used for all terms and conditions not specifically included in this *Scope of Engagement*.

Data Systems International, Inc.

CORNHUSKER STATE INDUSTRIES

By: _____
(Authorized signature)

By: _____
(Authorized signature)

(Print or Type Name)

(Print or Type Name)

(Title)

(Title)

By signature hereon, the above certifies that he or she is duly authorized to execute this Agreement on behalf of Client.

Accepted and Effective On: _____
(Date)

PO # (if applicable): _____

Barcode Scanners

Optional Proposal



Data Systems International Inc.
 7801 W 110th Street
 Overland Park, KS 66210
 913-696-4000 fax 913 696-4002

Proposal for Data Collection Hardware

NEBRASKA

4/14/2006

2.4 GHz Hardware Configuration
 dcLINK Data Collection Software
 REF: C Series Handheld Computer

Estimated Hardware Configuration
 Project: Data Collection Software
 Intermec Hardware

Qty	Description	Unit Price	Extended Price
	Mobile Data Collection Device		\$ 42,233.45
17	CK31C,Color,52Key,SR,CE.net, 802.11b/g	1,992.40	
17	CK31 Lilon 2200 MaH Battery, Spare	95.00	
0	CK31 Pistol Grip Handle w/Trigger	99.75	
17	CK31 Holster w/Shoulder Strap (w or w/o handle)	66.50	
1	CK31,Single Slot Communication Dock	209.00	
1	Universal Power Supply	71.25	
1	US Power Cord	4.08	
1	USB A-B Communication Cable	28.50	
4	CK31 Quad Battery Charger	294.50	
4	Universal Power Supply	71.25	
4	US Power Cord	4.08	
	Medallion Service-Depot		
17	Silver Service 2day Depot CK31 Color, 1 yr	225.00	
Total This Order			\$ 42,233.45
			US Dollars

MEDALLION SERVICE:

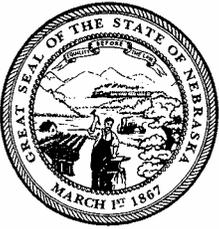
Silver Service offers a (2) day depot repair on defective equipment. DSI strongly recommends the purchase of spare equipment for critical hardware. A 25% Day One Discount is offered to customers who purchase service within 30 days of the hardware. Discount applies for the first year only.

Data Systems International

NOTE:

If Radio Frequency devices are included, the final configuration will be dependent on the results of the RF Site Survey. Antenna arrays and necessary cables may be modified to provide required coverage.

Prices Valid for Thirty Days



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ADMINISTRATIVE SERVICES
Gerry Oligmueller
Acting Director

ADDENDUM SIX

DATE: May 10, 2006

TO: All Vendors

FROM: Ruth Gray, Buyer
State Purchasing Bureau

RE: REVISED Schedule of Events for RFP Number 1328Z1 (opened April 18, 2006 at 2:00 p.m.)

REVISED SCHEDULE OF EVENTS

The State expects to adhere to the tentative **revised** procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

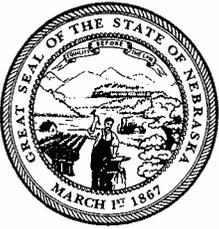
	ACTIVITY	DATE/TIME
10	Contract Award	April 27, 2006 May 9, 2006 To Be Announced
11	Contractor Start Date	May 1, 2006 May 15, 2006 To Be Announced

Materiel Division • Don J. Medinger, Administrator

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Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ADMINISTRATIVE SERVICES
Gerry Oligmueller
Acting Director

ADDENDUM FIVE

DATE: May 2, 2006

TO: All Vendors

FROM: Ruth Gray, Buyer
State Purchasing Bureau

RE: REVISED Schedule of Events for RFP Number 1328Z1 to be
(opened April 18, 2006 at 2:00 p.m.)

REVISED SCHEDULE OF EVENTS

The State expects to adhere to the tentative **revised** procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
9	Post Letter of Intent to Contract to internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	April 18, 2006 May 2, 2006 To Be Announced
10	Contract Award	April 27, 2006 May 9, 2006
11	Contractor Start Date	May 1, 2006 May 15, 2006

Materiel Division • Don J. Medinger, Administrator

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Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ADMINISTRATIVE SERVICES
Gerry Oligmueller
Acting Director

ADDENDUM FOUR

DATE: April 13, 2006

TO: All Vendors

FROM: Ruth Gray, Buyer
State Purchasing Bureau

RE: Questions and Answers for RFP Number 1328Z1
to be opened April 18, 2006 at 2:00 p.m.

Following are the questions submitted and answers provided for the above mentioned Request For Proposal. The questions and answers are to be considered as part of the Request For Proposal.

QUESTIONS	ANSWERS
<p>1. We are unable to agree to a fixed price contract because the software implementation services required can change depending on the intricacies of the project. These intricacies are only uncovered after we have been on site and begun working on the project. Will you remove the requirement for a fixed price contract? It is acceptable to keep the software price fixed and have any changes in service costs agreed upon by the State and ICS.</p>	<p>The State will not evaluate deviations from the RFP specifications during the Question and Answer period.</p>

Material Division • Don J. Medinger, Administrator

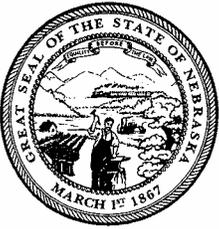
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QUESTIONS	ANSWERS
<p>2. We are not comfortable with the fact that everything in our proposal is public information and that “the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.” We do not wish to share our entire proposal and pricing with our competitors. Will you remove the requirement for making the proposal public information?</p>	<p>See answer to Question 1.</p>
<p>3. We cannot agree to the fact that the State of Nebraska has the right to award the contract jointly to us and a competitor. In that case, we would have to share detailed technical information, intellectual property and trade secrets with a direct competitor in order to satisfy the requirements of the contract. Will you remove the possibility of awarding the contract jointly to two bidders?</p>	<p>See answer to Question 1.</p>
<p>4. We cannot guarantee that the State is getting the lowest possible services rate. At times, we give special pricing to our customers that are based on unique situations or circumstances. We can agree to our standard services rate, but not the lowest rate we have ever provided to hundreds of our customers. Will you remove the requirement for the lowest possible services rate and change it to standard services rate?</p>	<p>See answer to Question 1.</p>
<p>5. As a private company, we do not provide our financial statements. Furthermore, because all the information we share is public information and the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information, we do not want to risk having our financial information shared with our competitors and other entities. Will you remove the requirement for financial statements?</p>	<p>See answer to Question 1.</p>

QUESTIONS	ANSWERS
<p>6. We will not provide information and references of customers that have stopped a project with us in the last 5 years. Because all information we submit is public information and the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information, we do not want our competitors to have this reference information. Will you remove the requirement for information concerning failed or stopped projects?</p>	<p>See answer to Question 1.</p>
<p>7. We do not find it reasonable to provide three personal references for each consultant we propose to put on this project. We are happy to provide their qualifications and resumes. Will you remove the requirement for personal references for each consultant?</p>	<p>See answer to Question 1.</p>



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ADMINISTRATIVE SERVICES
Gerry Oligmueller
Acting Director

ADDENDUM THREE

DATE: April 12, 2006

TO: All Vendors

FROM: Ruth Gray, Buyer
State Purchasing Bureau

RE: REVISED Schedule of Events for RFP Number 1328Z1 to be opened ~~April 11, 2006~~ **April 18, 2006** at 2:00 p.m.

REVISED SCHEDULE OF EVENTS

The State expects to adhere to the tentative **revised** procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

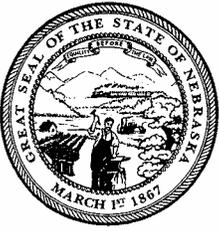
	ACTIVITY	DATE/TIME
5	State Responds to Written Questions Through Request for Proposal Addendum and/or Amendment to be posted to the internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	April 12, 2006 To Be Announced
6	Proposal Opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	April 11, 2006 April 18, 2006 2:00 pm Central Time
7	Review for Conformance of Mandatory Requirements	April 11, 2006 April 18, 2006
8	Evaluation Period	April 11-14, 2006 April 18-27, 2006
9	Post Letter of Intent to Contract to internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	April 18, 2006 May 2, 2006

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ACTIVITY		DATE/TIME
10	Contract Award	April 27, 2006 May 9, 2006
11	Contractor Start Date	May 1, 2006 May 15, 2006



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ADMINISTRATIVE SERVICES
Gerry Oligmueller
Acting Director

ADDENDUM TWO

DATE: April 3, 2006

TO: All Vendors

FROM: Ruth Gray, Buyer
State Purchasing Bureau

RE: Amendments to RFP Number 1328Z1 to be opened April 11, 2006 **April 18, 2006** at 2:00 p.m.

Section IV. Project Description and Scope of Work, B. Project Environment (page 20) Item #1 amended to read as follows:

1. The project environment for the ADC application will be as follows:
 - a. The PeopleSoft Enterprise One is housed on the AS/400 platform located at 501 S 14 Street, Lincoln, NE. This is a remote location to NDCS.
 - b. Both PCs and thin client devices (via a Citrix Server) will access the ADC application.
 - c. Internet Explorer version 6.0 (or later) is the web browser that will be used for any end user web access requirements.
 - d. The ADC application will be compatible with Windows 2000 Pro, Windows XP Pro, and Windows 2003 Server.
 - e. The ADC application will be capable of being loaded and operated on a server running the Windows 2003 Server operating system.
 - f. The server farms at 501 S 14 Street and Folsom & W Prospector Place, Building 1, Lincoln, NE are connected to the State's Division of Communication Wide Area Network (WAN) via a 1.0GB fiber connection.
 - g. The minimum Local Area Network (LAN) bandwidth in use at NDCS sites that will access the ADC application will have a minimum data transfer rate of 100Mbps.
 - h. The minimum WAN bandwidth at any campus location is 1.54Mb.
 - i. The ADC application must be configurable to operate using the following ports and protocols:
 1. Port 23 – SSL protocol, port 80 – HTTP protocol, and port 443 – HHPS protocol.
 - j. All wireless communications must follow the Nebraska Information Technology Commission Standards and Guidelines for Wireless Local Area Network found at:
http://www.nitc.state.ne.us/standards/security/wireless_local_area_network_guidelines.pdf

Materiel Division • Don J. Medinger, Administrator

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Section IV. Project Description and Scope of Work, C. Project Requirements – Mandatory (pages 20-21) Add Item #7:

7. **Mandatory:** Any proposed Wireless Access Points (WAPs) follows all technical requirements specified in IEEE 802.11a.

Yes_____ No_____ Proposal Cross Reference_____

Detailed Description_____

Section IV. Project Description and Scope of Work, I. Acceptance Test Plan (page 22) Item #3 amended to read as follows:

3. NDCS will use the ADC system for thirty (30) consecutive dates without problems after final installation, before the ADC system will be accepted.

Section IV. Project Description and Scope of Work, J. Project Status Reporting (page 22) Change language on Item #1 amended to read as follows:

1. The contractor shall conduct and document bi-weekly management status meetings and provide bi-weekly written status reports including an updated electronic copy of the project work plan.



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ADMINISTRATIVE SERVICES
Gerry Oligmueller
Acting Director

ADDENDUM ONE

DATE: April 3, 2006

TO: All Vendors

FROM: Ruth Gray, Buyer
State Purchasing Bureau

RE: REVISED Schedule of Events for RFP Number 1328Z1 to be opened ~~April 11, 2006~~ **April 18, 2006** at 2:00 p.m.

REVISED SCHEDULE OF EVENTS

The State expects to adhere to the tentative **revised** procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
4	Last Day to Submit Written Questions for Second Question and Answer Period	April 10, 2006
5	State Responds to Written Questions Through Request for Proposal Addendum and/or Amendment to be posted to the internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	April 12, 2006
6	Proposal Opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	April 11, 2006 April 18, 2006 2:00 pm Central Time
7	Review for Conformance of Mandatory Requirements	April 11, 2006 April 18, 2006
8	Evaluation Period	April 11-14, 2006 April 18-27, 2006

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ACTIVITY		DATE/TIME
9	Post Letter of Intent to Contract to internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	April 18, 2006 May 2, 2006
10	Contract Award	April 27, 2006 May 9, 2006
11	Contractor Start Date	May 1, 2006 May 15, 2006

State of Nebraska (State Purchasing Bureau)
**REQUEST FOR PROPOSAL
 FOR CONTRACTUAL SERVICES FORM**

RETURN TO:
 State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508
OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Phone: 402-471-2401
 Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP Number 1328Z1	March 16, 2006
OPENING DATE AND TIME	PROCUREMENT CONTACT
April 11, 2006 at 2:00 p.m. Central Time	Ruth Gray, Buyer

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

**PLEASE READ CAREFULLY!
 SCOPE OF SERVICE**

The State of Nebraska is issuing this Request for Proposal, RFP Number 1328Z1 for the purpose of selecting a qualified contractor to implement an Automated Data Collection (ADC) Application (bar code application) for use in the maintenance of inventory, shipping, receiving and manufacturing functions to Cornhusker State Industries (CSI), Nebraska Department of Correctional Services (NDCS).

Written questions are due no later than March 27, 2006, and should be submitted via e-mail to matpurc@notes.state.ne.us. Written questions may also be sent by facsimile to 402-471-2089.

Bidder should submit one (1) Original and twelve (12) copies of the entire proposal. Proposals must be submitted by the proposal due date and time. Sealed proposals must be received in the State Purchasing Bureau, 301 Centennial Mall South, Mall Level, Lincoln, Nebraska 68508 on or before April 11, 2006 at 2:00 p.m. Central Time, at which time proposals will be publicly opened.

**PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS TO BE CONSIDERED VALID.
 PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.**

1. Proposals must be received in State Purchasing by the date and time of proposal opening indicated above. **NO late proposals will be accepted. NO fax proposals will be accepted.**
2. Proposals must meet all specifications of the RFP and terms and conditions of this form.
3. This form *"REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES"* **MUST** be manually signed, in ink, and returned by the proposal opening date and time along with your proposal and any other requirements as specified in the RFP in order to be considered for an award.

CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the Contractor guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer and certifies that they maintain a drug free work place environment.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

STATE OF NEBRASKA

Lincoln, Nebraska

STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES SOLICITATION AND OFFER

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

SCOPE: These standard conditions and terms of Request for Proposal for Contractual Services and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

EXECUTION: Proposals must be signed in ink by the bidder on the State of Nebraska's Request for Proposal for Contractual Services form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal for Contractual Services form. Erasures and alterations must be initialed by the bidder in ink. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

PAYMENT: Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act (Neb. Rev. Stat. §81-2401 through 81-2408). The State may request that payment be made electronically instead of by State warrant.

COLLUSIVE BIDDING: The bidder's signature on the State of Nebraska's Request for Proposal for Contractual Services form is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

SPECIFICATIONS: Bidders must submit a proposal in accordance with the Terms and Conditions of the Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: The State, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal Requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the State are deemed to be rejected.

PROPOSAL OPENING: Openings shall be public on the date and time specified in the Request for Proposal. It is the bidder's responsibility to assure the proposal is delivered no later than the designated date, time and place of the proposal opening. Telephone and/or fax proposals are not acceptable. A proposal may not be altered after opening of the proposals.

LATE PROPOSALS: Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals shall be returned to the bidder unopened. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or other similar reasons.

RECYCLING: Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

AWARD: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

PERFORMANCE AND DEFAULT: The State reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

NONDISCRIMINATION: The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §§48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

DRUG POLICY: Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST: Grievance and protest procedure is available by contacting the buyer. Any Protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the internet.

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GLOSSARY OF TERMS

Addendum: Something added or to be added.

Agency: State agency or agency means any state agency, board, or commission other than the University of Nebraska, the Nebraska state colleges, the courts, the Legislature, or any officer or agency established by the Constitution of Nebraska.

Agent: A person authorized by a superior or organization to act on their behalf.

Amend: To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. If the contract is written, it can be amended only in writing.

Amendment: Written correction or alteration.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Bid Bond: Ensures that bidder will enter into the contract and is retained by the State from the date of the bid opening to the date of contract signing.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Calendar Day: Every day shown on the calendar, Saturday, Sundays and holidays included.

Collusion: A secret agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful or unlawful purpose.

Competition: The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

Confidential Information: (1) Any information that is available to an employee only because of the employee's status as a public employee and is not a matter of public knowledge or available on request. (2) See "Proprietary Information" below.

Contract: An agreement between two or more persons to perform a specific act or acts.

Contractor: Any person or entity that supplies goods and/or services.

Contract For Services: Contract for services means any contract that directly engages the time or effort of an independent contractor whose purpose is to perform an identifiable task, study, or report rather than to furnish an end item of supply, goods, equipment, or material.

Copyright: A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator's interest(s) therein.

Default: The omission or failure to perform a contractual duty.

Evaluation Committee: A committee (or committees) appointed by the Agency that advises and assists the procuring office in the evaluation of proposals.

Evaluation of Proposal: The process of examining a proposal after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

Extension: A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with "Renewals."

Late Proposal: A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

Mandatory: Required, compulsory or obligatory.

Must: Required, compulsory or obligatory.

Performance Bond: A bond given by a surety on behalf of the contractor to ensure the timely performance of a contract.

Pre-Proposal Conference: A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

Proposal: The executed document submitted by a bidder in response to a Request for Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protest: A complaint about a governmental action or decision related to a Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a contractor, or other interested party to Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes to attend.

Representative: Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

Request for Proposal (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

Shall: Denotes the imperative, required, compulsory or obligatory

Solicitation: The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

Termination: Occurs when either party pursuant to a power created by agreement or law puts an end to the contract. On "termination" all obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Trademark: A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

Vendor: A supplier

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Department of Administrative Services, Materiel Division, Purchasing Bureau (hereafter known as the State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 1328Z1 for the purpose of selecting a qualified contractor to implement an Automated Data Collection (ADC) Application (bar code application) for use in the maintenance of inventory, shipping, receiving and manufacturing functions to Cornhusker State Industries (CSI), Nebraska Department of Correctional Services (NDCS).

CSI requires a J.D. Edwards (PeopleSoft Enterprise One) approved vendor to provide an "off the shelf" software application for ADC needs. The application must be capable of integration and would be used to track all inventory movements in the CSI warehouse and multiple shop locations. The application shall be a real-time environment for inventory integrity purposes and provide greater visibility of the inventory scenario. The application shall be integrated into the existing PeopleSoft Enterprise One 8.10 ERP environment with little or no customization.

A contract resulting from this RFP will be issued for a period of five (5) years effective April 27, 2006 through April 26, 2011, with the option to renew for five (5) additional one (1) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1	Release Request for Proposal	March 16, 2006
2	Last Day to Submit Written Questions	March 27, 2006
3	State Responds to Written Questions Through Request for Proposal Addendum and/or Amendment to be posted to the internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	March 30, 2006
4	Proposal Opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	April 11, 2006 2:00 p.m. Central Time
5	Review for Conformance of Mandatory Requirements	April 11, 2006
6	Evaluation Period	April 11-14, 2006
7	Post Letter of Intent to Contract to internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	April 18, 2006
8	Contract Award	April 27, 2006
9	Contractor Start Date	May 1, 2006

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Ruth Gray
Agency: State Purchasing Bureau
Address: 301 Centennial Mall South, Mall Level
Lincoln, NE 68508

OR

P.O. Box 94847
Lincoln, NE 68509
Telephone: 402-471-2401
Facsimile: 402-471-2089
E-Mail: matpurc@notes.state.ne.us

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for implementing an Automated Data Collection (ADC) Application (bar code application) for use in the maintenance of inventory, shipping, receiving and manufacturing functions of Cornhusker State Industries, Nebraska Department of Correctional Services (NDCS) at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as provided in the **Proposal Instructions** will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. COMMUNICATION WITH STATE STAFF

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, **contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.**

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. **Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.**

The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this RFP or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations; and

3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The State of Nebraska will issue any clarifications or opinions regarding this RFP in writing.

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 1328Z1; Automated Data Collection Questions". It is preferred that questions be sent via e-mail to matpurc@notes.state.ne.us. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Ruth Gray showing the total number of pages transmitted, and clearly marked "RFP Number 1328Z1; Automated Data Collection Questions".

Written answers will be provided through an addendum to be posted on the internet at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events.

E. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and twelve (12) copies of the entire proposal should be submitted. The copy marked "Original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. In addition, two (2) electronic copies of the proposal should be provided on either disks or CDs. Any proprietary and/or copyrighted material must be submitted on separate CD's and packaged as required below. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. Where applicable, submit electronic documents in the following formats: Microsoft Office (Word, Excel, PowerPoint) or Adobe PDF. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents must be clearly marked **ORIGINAL DOCUMENTS**. Please note that the address label must appear as specified on the face of each container. Regardless of the reason, proposals received late will not be accepted and will be returned to the sender unopened. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the state to withhold must be submitted in a sealed package, which is separate from the remainder of the bid. The separate package must be clearly marked PROPRIETARY on the outside of the package.** Bidders may not mark their entire RFP as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if

released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals shall be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the contractor's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

F. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time and location specified in the Schedule of Events. Proposals will be available for viewing after the proposal opening.

G. REJECTIONS OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

H. PROPOSAL EVALUATION

The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. The criteria for determining a responsible bidder shall include but not be limited to:

1. The ability, capacity and skill of the bidder to deliver and implement the system or project that meets the requirements of this Request for Proposal;
2. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
3. Whether the bidder can perform the contract within the specified time frame;
4. The quality of bidder performance on prior contracts;
5. Such other information that may be secured and that has a bearing on the decision to award the contract; and
6. Cost.

I. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). This committee will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, bidders are advised that only the point of contact can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

J. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. The signed Request for Proposal for Contractual Services form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach; and
5. Cost Proposal.

K. EVALUATION

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. Areas that will be addressed and scored during the evaluation include:

1. The Executive Summary;
2. Corporate Overview shall include but is not limited to;
 - a. The ability, capacity and skill of the bidder to deliver and implement the system or project that meets the requirements of this Request for Proposal;
 - b. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - c. Whether the bidder can perform the contract within the specified time frame.
3. Technical Approach; and
4. Cost Proposal.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Scoring criteria and a list of respondents will be posted to the State Purchasing Bureau website at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> Evaluation criteria will not be released prior to the proposal opening.

L. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only

top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

M. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this RFP or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

The terms and conditions stated herein are in addition to those stated in the "Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer" form and apply in like force to this Request for Proposal and any contract resulting therefrom.

By signing the "Request For Proposal For Contractual Services" form, the Bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Standard Conditions and Terms of Contractual Services Solicitation and Offer and certifies it maintains a drug free work place.

A. GENERAL

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. The signed Request for Proposal form;
2. The original RFP document;
3. Any Request for Proposal Addenda and or Amendments to include Questions and Answers;
4. The Contractor's Proposal;
5. Any Contract Amendments, in order of significance; and
6. Contract Award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) RFP addenda or amendments with the latest dated amendment having the highest priority, 4) the original RFP, 5) the signed RFP form, 6) the contractor's proposal.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

This Request for Proposal does not commit the State to award a contract. The State reserves the right to reject all proposals, and at its discretion, may withdraw or amend this Request for Proposal at any time. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the internet at:

<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the internet at:

<http://www.das.state.ne.us/materiel/purchasing/rfpmanual/rfpmanual.htm>

Any protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the internet.

B. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT

The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. Neither the contractor nor any subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to the employee or applicant's hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

C. PERMITS, REGULATIONS, LAWS

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

D. OWNERSHIP OF INFORMATION AND DATA

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other items necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

E. INSURANCE REQUIREMENTS

The Contractor shall not commence work under this Contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. The Contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or Contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1. **WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this Contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. Where applicable, this policy shall provide USL&H coverage. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this Contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance

as shall protect contractor and any subcontractor performing work covered by this Contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a.	Workers' Compensation and Employer's Liability Coverage A Coverage B	Statutory
	Bodily Injury by Accident	\$100,000 each accident
	Bodily Injury by Disease	\$500,000 policy limit
	Bodily Injury by Disease	\$100,000 each employee
b.	Commercial General Liability General Aggregate Products/Completed Operations Aggregate Personal/Advertising Injury Bodily Injury/Property Damage Fire Damage Medical Payments	\$2,000,000 \$2,000,000 \$1,000,000 any one person \$1,000,000 per occurrence \$50,000 any one fire \$5,000 any one person
c.	Commercial Automobile Liability Bodily Injury/Property Damage	\$1,000,000 combined single limit
d.	Umbrella/Excess Liability Over primary insurance	\$1,000,000 per occurrence

EVIDENCE OF COVERAGE

The Contractor shall furnish the State with a certificate of insurance coverage, which shall be submitted to the Department of Administrative Services, Risk Management Division at 521 S. 14th Street, Suite 104, Lincoln, NE 68508 or by facsimile 402-471-2800. These certificates or the cover sheet shall reference the contract number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

F. COOPERATION WITH OTHER CONTRACTORS

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

G. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. The contractor's employees and other persons engaged in work or services required by the contractor under this agreement shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

H. CONTRACTOR RESPONSIBILITY

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the RFP, the Contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of the State.

I. CONTRACTOR PERSONNEL

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of this contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project. However, the contractor will require his/her employees to comply with instructions pertaining to conduct, appropriate dress code requirements and facility security regulations. The contractor is responsible for all acts of his/her employees.

Contractor shall make his/her employees aware of the provisions 28-322-01 of the State of Nebraska Revised Statutes that states it shall be a Class III / felony for individuals working for or under contract to the Department of Correctional Services to engage in sexual contact or relations with an inmate or parolee within the State correctional system, and that no inmate nor parolee is legally capable of giving consent to any such relationship.

Contractor's personnel shall be subject to departmental security checks prior to their arrival on site, and will carry proper identification with them at all times while on facility grounds. NDCS staff will escort contractor's personnel in all secure areas.

Contractor shall inform his/her personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states that, tobacco and tobacco-related products are contraband and

must not be carried into an NDCS-owned or controlled property. Such products must remain in contractor's locked vehicle while on NDCS-owned or controlled property.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to its employees, the contractor agrees to be responsible for the following:

1. Any and all employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. Damages incurred by contractor's employees within the scope of their duties under this contract;
4. Maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing state law; and
5. Determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

J. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

K. CONFLICT OF INTEREST

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder also certifies that no person having any such known interests or whose employment would be or appear to be a conflict of interest shall be employed during the performance of this contract.

L. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, or oral presentations, or in any other activity related to bidding on this Request for Proposal.

M. ERRORS AND OMISSIONS

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

N. BEGINNING OF WORK

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful contractor. The contractor will be notified in writing when work may begin.

O. ASSIGNMENT BY THE STATE

The rights of the State under this contract shall be assignable to any other agency of the State with prior written notice to the contractor.

P. ASSIGNMENT BY THE CONTRACTOR

The contractor shall not assign or transfer any interest in the contract without the prior written consent of the State.

Q. DEVIATIONS FROM THE CONTRACT

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. The State discourages deviations and reserves the right to reject proposed deviations.

R. GOVERNING LAW

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

S. ATTORNEY'S FEES

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, including attorney's fees and costs, at all stages of said litigation as set by the hearing officer or court if the State is the prevailing party.

T. ADVERTISING

The contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

U. STATE PROPERTY

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear excepted.

V. SITE RULES AND REGULATIONS

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises.

W. NOTIFICATION

After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder shall provide in its proposal the name, title and complete address of its designee to receive notices.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

X. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor.

Y. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for this contract. Should said funds not be appropriated, the State may terminate this contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

Z. DEFAULT BY CONTRACTOR

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under this contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). **Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery.** Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

AA. ASSURANCES BEFORE BREACH

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

BB. RETAINAGE

The State may withhold 20 percent (20%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the contractor will invoice the state for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the contractor within 45 calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

CC. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under the contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a "force majeure event" and will not suspend performance requirements under the contract.

DD. PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

EE. PAYMENT

The State hereby agrees, in consideration of the covenants and agreements specified to be kept and performed by the contractor, to pay to the contractor when the terms and conditions of the contract and specifications have been fully completed and fulfilled on the part of the contractor to the satisfaction of the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. 81-2401 through 81-2408). State may require contractor to accept payment by electronic means such as ACH deposit.

FF. INVOICES

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment.

GG. AUDIT REQUIREMENTS

All contractor books, records and documents relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the state in the course of an audit.

HH. TAXES

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a State-owned facility is the responsibility of the contractor.

II. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All

inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

JJ. CHANGES IN SCOPE/CHANGE ORDERS

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's project coordinator. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor for any extra work so ordered shall be determined in accordance with the unit prices of contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

KK. HOLD HARMLESS

The contractor agrees to hold the State harmless for all loss or damage sustained by any person as a direct result of the negligent or willful acts by the contractor, its employees or agents in the performance of this agreement including all associated costs of defending any action.

LL. LIMITATION OF LIABILITY

The contractor agrees that there will be no limitation to contractor's liability under this contract.

MM. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

NN. CONFIDENTIALITY

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information.

OO. PROPRIETARY INFORMATION

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the state to withhold must be submitted in a sealed package, which is separate from the remainder of the bid. The separate package must be clearly marked PROPRIETARY on the outside of the package.** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information

as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

PP. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

QQ. PRICES

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of this contract, contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in this contract and all prices in addition, which contractor may charge under the terms of this contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

RR. BEST AND FINAL OFFER

The State will compile the final scores for each proposal, technical and cost. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be

granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

SS. ETHICS IN PUBLIC CONTRACTING

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or other thing of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure this contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of bids and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposals or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the RFP, they may forfeit the contract if awarded to them or be disqualified from the selection process.

TT. CONTRACTOR INDEMNIFICATION

The State of Nebraska will not provide indemnity for the contractor.

UU. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Bidder agrees to ensure compliance with current Nebraska Access Technology Standards. The intent is to ensure that all newly procured information technology equipment; software and services can accommodate individuals with disabilities.

Information technology products, systems, and services including data, voice, and video technologies, as well as information dissemination methods, will comply with the Nebraska Technology Access Standards. A complete listing of these standards can be found at website <http://www.nitc.state.ne.us/standards/accessibility/> and are part of the State's terms and conditions.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

1. The State intends to contract for the purpose of selecting a qualified contractor to supply and implement an Automatic Data Collection application (ADC) (bar code application) that shall integrate into the PeopleSoft Enterprise One 8.10 ERP system implemented by the State. The State is seeking to automate all the data collection tasks in its Prison Manufacturing division, Cornhusker State Industries (CSI). The tasks required to be automated are:
 - a. Inventory Management
 - i. Inventory Tracking
 - ii. Cycle Counts
 - iii. Inventory Put-Away
 - iv. Full Physical Inventory Counts
 - v. Inventory Issues
 - vi. Inventory Transfers
 - vii. Inventory Adjustments
 - viii. Inventory Reclassifications
 - ix. Item Availability Check
 - x. Inventory Label Printing
 - b. Sales Order Management
 - i. Generate Pick Slips
 - ii. Generate Shipping Labels
 - iii. Ship Confirm Sales Orders
 - c. Procurement
 - i. Purchase Order (PO) Receipts by PO
 - ii. PO Receipts by Item
 - iii. Open Receipt Inquiry by Item
2. A solution to accurately and consistently perform all the above-mentioned tasks is the primary focus of implementing the ADC application. The State is seeking an ADC application featuring a simplified end user interface that demands little or no computer skills on the part of the warehouse employees/inmates who would be using the system. The software must be compatible with the use of a handheld barcode scanner, which designates all mandatory entry fields and doesn't require the user to enter the data into a computer. The ADC application shall be based on the modern technological infrastructure including but not limited to the following functionality:
 - a. Seamless integration with the existing PeopleSoft Enterprise One 8.10 ERP Implementation (previously JD Edwards One World).
 - b. Work with minimal additional load to the ERP server.
 - c. Reduce the paperwork required and improve workflow throughout the CSI warehouses.
 - d. Provide a fully integrated solution based on a well-designed and proven data model.
 - e. Maximize the use of technology to simplify the job and enhance employee productivity.
 - f. Bidders may propose either a client/server or Web based solution, or both.
3. The State is also requesting an optional price quote for an application capable of interfacing with the Capital Asset Management System (CAMS) module of the PeopleSoft Enterprise One 8.10 ERP. The tasks required to be automated are as follows:
 - a. Capital Asset Management
 - i. **Inventory Assets**
 - ii. **Update Asset Location**

- iii. **View Field Work Orders**
- iv. **Update Mechanic Time Entry to Work Order**

4. The State is also requesting an **optional price quotes** on barcode scanner(s) that are compatible with the ADC software application bidder is proposing. Bidder is to provide brand and model number(s) bidding along with detailed specifications and/or manufacturer literature on each scanner(s) bidding.

B. PROJECT ENVIRONMENT

1. The project environment for the ADC application will be as follows:
 - a. The implementation of PeopleSoft Enterprise One is housed on the AS/400 platform.
 - b. Terminal access is web-based given through a WebSphere server. No Terminal Server application (e.g. Windows Terminal Server, Citrix etc.) is being used.
 - c. The ADC application must be Intel based. The ADC application will reside on a server located at 501 S 14 Street, Lincoln, NE. This is a remote location to NDCS. NDCS currently has a firewall and proxy server running on Red Hat Linux ES.
 - d. NDCS currently uses Lotus Domino 6.0 and Microsoft Office 2000 or later on all the desktops connected to the network.
 - e. The server farm at 501 S 14 Street is connected to the State's Department of Communications Wide Area Network (WAN) via a 1.0 GB fiber connection.
 - f. All of the NDCS facilities are connected to the State's Wide Area Network (WAN) by means of T-1 data circuits.
2. The Nebraska Department of Correctional Services, Information Services Division, shall maintain responsibility for the implementation, maintenance and support of the local area network and workstations. The NIS technical team shall maintain responsibility for the implementation, maintenance and support of the existing servers and network printers. The Department of Communications shall maintain responsibility for the WAN.

C. PROJECT REQUIREMENTS – MANDATORY

The bidder shall place a check mark in either the "yes" or "no" column as to the bidder's ability to meet the mandatory requirements set forth. The bidder shall provide a detailed description following each item number on how each mandatory requirement is met or provide the location in the proposal response that confirms compliance with the mandatory requirement. Proposals not containing this information, or proposals that do not meet these mandatory requirements will be considered unacceptable and the bidder's proposal will be disqualified as non-responsive.

1. **Mandatory:** The ADC application from the bidder shall be an approved solutions provider for Oracle's PeopleSoft Enterprise One 8.10 ERP.
 Yes _____ No _____ Proposal Cross Reference _____
 Detailed Description _____
2. **Mandatory:** The ADC application shall integrate into the PeopleSoft Enterprise One 8.10 ERP system without any major customization at the design and/or technical specification level.
 Yes _____ No _____ Proposal Cross Reference _____
 Detailed Description _____
3. **Mandatory:** The ADC application shall integrate data from multiple sources, capture data at the warehouse through a handheld scanner and process it in the ERP server, thereby maintaining up to the minute transactional details in the PeopleSoft Enterprise One Server.
 Yes _____ No _____ Proposal Cross Reference _____
 Detailed Description _____

4. **Mandatory:** The ADC application shall have real-time, event-driven data validation that catches errors and omissions (mis-scans) immediately and enables the user to remedy the error and correctly complete the transaction on the spot.
 Yes _____ No _____ Proposal Cross Reference _____
 Detailed Description _____
5. **Mandatory:** The ADC application shall be insulated from the PeopleSoft Enterprise One 8.10 ERP Service Pack upgrades, tools releases, and Electronic Software Updates (ESUs).
 Yes _____ No _____ Proposal Cross Reference _____
 Detailed Description _____
6. **Mandatory:** For each release of PeopleSoft Enterprise One 8.10 ERP, the bidder shall warrant that the ADC application will continue to function and will make available such software upgrades as necessary.
 Yes _____ No _____ Proposal Cross Reference _____
 Detailed Description _____

D. PROJECT CONSIDERATIONS

1. The bidder must clearly define the proposed product architecture and delivery environment. The bidder must also address any technology issues that are important to the bidder's proposed approach. The bidder must discuss the new network load that will be generated by ADC. The bidder shall note if a CAMS technical consideration would have any fundamental differences.

E. PRODUCT DEMONSTRATION VIA SCREEN SHOTS AND NARRATIVES

1. The bidder to assume the end user is looking at the menu pertaining to the following operations and shall provide a detailed explanation on how the end user would complete the processes below. The bidder must include with the proposal response screen shots, work instructions, and any additional information to complete the tasks for each of the scenarios below.
 - a. A sales shipment is ready to be sent out. The shipping labels are printed and attached to the product. Explain the ship confirm process and list steps.
 - b. Inventory has to be issued to a shop floor for a work order, please explain the process flow and the steps to complete this transaction.
 - c. Raw Material has arrived in the warehouse, the PO number is available. Provide screen shots and steps to complete the receipt of goods. Include a screen shot of the before and after inventory values in Peoplesoft Enterprise One 8.10.

F. DETAIL PROJECT WORK PLAN

1. The bidder must include a detailed project work plan showing every level of work breakdown structure. Tasks and hours associated with State employee efforts must be clearly identifiable. The State employee positions must specify the skills and background required of the employee. The bidder must list each key project deliverable and its due date.

G. PRODUCT VISION

1. The bidder shall describe its vision for the continuing evolution of the product. The bidder shall include how they plan to maintain compatibility with future releases of PeopleSoft Enterprise One.
2. If the product architecture is anticipated to change for the versions described above, a description of the changes must be included. If the architecture is not expected to change, so state.

3. The bidder shall describe how long old releases of their software are supported.

H. SERVICE AND SUPPORT

1. The bidder must describe its approach to service and support of the software. The description must include support hours, methods, committed response times and escalation procedures.
2. The bidder must describe any organized user groups that exist for the software product. The description must include user group structure, meeting schedule, governance and degree of independence for the software manufacturer. The software manufacturer must describe the process used to incorporate user group direction into future product releases, along with examples of current product functionality that originated with the user group.

I. ACCEPTANCE TEST PLAN

1. The contractor shall provide a system acceptance test plan for the ADC to demonstrate all functionality proposed in the contract during the development of the implementation plan.
2. The contractor shall provide a methodology for corrections and compliance of problems identified during the acceptance test. The State shall have the right to approve the acceptance test plan and related methodologies prior to implementation. The acceptance test plan shall include full compliance testing and the guarantees specified in this RFP.
3. The contractor shall operate the production system for a minimum of thirty (30) days with performance meeting standards of RFP prior to the final acceptance of the application by the NDCS.

J. PROJECT STATUS REPORTING

1. The contractor shall conduct and document monthly management status meetings and provide monthly written status reports including an updated electronic copy of the project work plan.
2. The contractor shall maintain a complete and up-to-date project work plan including major NDCS activities and milestones in a current version of Microsoft Project. The electronic work plan must be submitted with the project status report.

K. IMPLEMENTATION, TRAINING AND SUPPORT

1. The installation and implementation shall begin with the review and updating of the project plan. The contractor shall refine the project plan jointly with the State and participate with the State in the installation and implementation phase.
2. The implementation shall include a staff-training phase, which shall consist of two sessions, one for technical staff and one for end-user training. The technical staff training shall include, but is not limited to the State's People Soft Enterprise One 8.10 ERP CNCs, PC LAN staff, and designated software administrators. The end-users training will consist of "super-users" in a train-the trainer role. The contractor shall supply appropriate training materials including user manuals, quick reference guides, and system technical documentation.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. The organizational structure of bidders' responses should mirror that of this RFP. Bidders should identify the subdivisions of Section IV clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions:

A. TECHNICAL PROPOSAL

The Technical Proposal shall consist of four (4) sections:

1. The SIGNED "State of Nebraska Request for Proposal for Contractual Services" form;
2. Executive Summary;
3. Corporate Overview; and
4. Technical Approach.

1. REQUEST FOR PROPOSAL FORM

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer and certifies they maintain a drug free work place.

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

2. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the solution being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the contractor's Technical Proposal. The Executive Summary should be no more than five (5) pages long.

Bidders must present their understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Bidders shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein.

3. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

b. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past twenty-four months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identifies all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as

required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder, or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such termination including the name and address of the other contracting party, and the circumstances surrounding the termination. If no such early termination has occurred, so declare.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i. Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:
 - 1) the time period of the project;
 - 2) the scheduled and actual completion dates;
 - 3) the contractor's responsibilities;
 - 4) **for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and**
 - 5) Each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual.

SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

- i.** name, address and telephone number of the subcontractor(s);
- ii.** specific tasks for each subcontractor;
- iii.** percentage of performance hours intended for each subcontract; and
- iv.** total percentage of subcontractor(s) performance hours.

4. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections. Understanding of the Project Requirements;

- a.** Project Overview;
- b.** Project Environment;
- c.** Project Requirements - Mandatory;
- d.** Project Considerations;
- e.** Product Demonstration via Screen Shots and Narratives;
- f.** Detail Project Work Plan
- g.** Product Vision;
- h.** Service and Support;
- i.** Acceptance Test Plan;
- j.** Project Status Reporting, and
- k.** Implementation, Training and Support.

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit its Cost Proposal in a section of the proposal that is separate from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those provided in Appendix A.

PRICING SUMMARY

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

C. PAYMENT SCHEDULE

The payment schedule for the project, with the exception of post implementation support, is tied to specific dates and deliverables. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverable(s) have been approved. A percentage of the total contract cost, less the amount set aside for post implementation support, may then be invoiced based on the following schedule. Invoices for post implementation support will be monthly based on the number of hours used during the month.

<u>Invoice Date</u>	<u>Deliverable(s)</u>
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D. ALTERNATIVE TERMS AND CONDITIONS

The State, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interests of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the State are deemed to be rejected.

PROPOSAL SUBMISSION SHEET
APPENDIX A
RFP NUMBER 1328Z1

Vendor Name: _____					
Item #	Product or Service	Details	Time Frame for Deliverables	Unit Price	Total Price
1	Software and License(s)	Cost Per Each License: Quantity Between 1-17	Upon Award of Contract.	\$ _____	
2	Software and License(s)	Cost Per Each License: Quantity Between 18-30	Anticipated Request for Additional Licenses Within 12-18 Months after Award of Contract.	\$ _____	
3	Software and License(s)	Cost Per Each License: Quantity Between 31-50	Anticipated Request for Additional Licenses Within 19-36 Months after Award of Contract.	\$ _____	
4	Installation and Implementation Fee	Applies to the ADC Application Only	Upon Award of Contract.		\$ _____
5	Staff Training	Two Sessions Technical (One) _____ End User (One) _____	Prior to Go Live and Final Acceptance of the ADC Application.		\$ _____ \$ _____
6	Maintenance and Support Fee	Indicate if the First Year's Maintenance and Support is Included in the Purchase Price of the Software. Yes _____ No _____ If No, Provide Cost for First Year.			\$ _____

PROPOSAL SUBMISSION SHEET
APPENDIX A
RFP NUMBER 1328Z1

Vendor Name: _____					
7	Maintenance and Support Fee	Monday - Friday, 8/5 * OR Monday - Friday, 24/7 **	Four (4) Year Term to be Paid in Four (4) One (1) Year Payments. Cost for Maintenance and Support for Subsequent Five (5) One (1) Year Periods Based on Contract Renewal Periods.	Year Two \$ _____ * \$ _____ ** Year Three \$ _____ * \$ _____ ** Year Four \$ _____ * \$ _____ ** Year Five \$ _____ * \$ _____ ** Year Six \$ _____ * \$ _____ ** Year Seven \$ _____ * \$ _____ ** Year Eight \$ _____ * \$ _____ ** Year Nine \$ _____ * \$ _____ **	Year Two \$ _____ * \$ _____ ** Year Three \$ _____ * \$ _____ ** Year Four \$ _____ * \$ _____ ** Year Five \$ _____ * \$ _____ ** Year Six \$ _____ * \$ _____ ** Year Seven \$ _____ * \$ _____ ** Year Eight \$ _____ * \$ _____ ** Year Nine \$ _____ * \$ _____ **
8	On-Site Support, if Needed or as Requested. Can be used for ADC or CAMS.	This is to be a per hour charge, inclusive of all costs, i.e., travel, lodging, meals, etc.	As Agreed to for Support of the Software.	\$ _____	
9	New Release or Upgrade Fee (if it is not part of the Maintenance and Support Fee).		Amount per Upgrade for the First Five (5) Years of Contract to be Paid in One (1) Year Payments. Amount per Upgrade for the Subsequent Five (5) Years Based on Contract Renewals to be Paid in Five (5) One (1) Year Payments.	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

PROPOSAL SUBMISSION SHEET
APPENDIX A
RFP NUMBER 1328Z1

Vendor Name: _____					
	Optional Pricing Requests				
10	Bar Code Scanner(s) Brand and Model Number Bidding: _____ (Multiple Brands and Models may be Quoted.)	Cost Per Each Scanner: Quantity 1-17	Upon Award of Contract.	\$ _____	
11	Bar Code Scanner(s) Brand and Model Number Bidding: _____ (Multiple Brands and Models may be Quoted.)	Cost Per Each Scanner: Quantity 18-30	Anticipated Request for Additional Scanners Within Twelve (12) to Eighteen (18) Months After Award of Contract.	\$ _____	
12	Bar Code Scanner(s) Brand and Model Number Bidding: _____ (Multiple Brands and Models may be Quoted.)	Cost Per Each Scanner: Quantity 31-50	Anticipated Request for Additional Scanners Within Nineteen (19) to Thirty-Six (36) Months After Award of Contract.	\$ _____	
13	System Capability to Interface to CAMS Module of PeopleSoft Enterprise 8.10 Module		Optional Future Purchase.	\$ _____	\$ _____

REVISED PROPOSAL SUBMISSION SHEET
APPENDIX A
RFP NUMBER 1328Z1

Vendor Name: _____					
Item #	Product or Service	Details	Time Frame for Deliverables	Unit Price	Total Price
1	Software and License(s)	Cost Per Each License: Quantity Between 1-17	Upon Award of Contract.	\$ _____	
2	Software and License(s)	Cost Per Each License: Quantity Between 18-30	Anticipated Request for Additional Licenses Within 12-18 Months after Award of Contract.	\$ _____	
3	Software and License(s)	Cost Per Each License: Quantity Between 31-50	Anticipated Request for Additional Licenses Within 19-36 Months after Award of Contract.	\$ _____	
4	Installation and Implementation Fee	Applies to the ADC Application Only	Upon Award of Contract.		\$ _____
5	Staff Training	Two Sessions Technical (One) _____ End User (One)	Prior to Go Live and Final Acceptance of the ADC Application.		\$ _____ \$ _____
6	Maintenance and Support Fee	Total Maintenance and Support fees, including all upgrade costs, for five (5) years. Upgrade costs will include all major and partial upgrade costs for the first five (5) years. This amount will be paid in five (5) equal installments, with the first installment being paid after system is implemented and accepted. After the first five (5) years, maintenance and Support fees may be increased annually by the lesser of 3% or the consumer price index (CPI).		\$ _____ Yearly Installment (Five (5) equal yearly installments will be paid)	\$ _____
7	Post Implementation On-Site Support, if Needed or as Requested. Can be used for ADC or CAMS.	This is to be a per hour charge, inclusive of all costs, i.e., travel, lodging, meals, etc.	As Agreed to for Support of the Software.	\$ _____	

REVISED PROPOSAL SUBMISSION SHEET
APPENDIX A
RFP NUMBER 1328Z1

Vendor Name: _____					
	Optional Pricing Requests				
8	Bar Code Scanner(s) Brand and Model Number Bidding: _____ (Multiple Brands and Models may be Quoted.)	Cost Per Each Scanner: Quantity 1-17	Upon Award of Contract.	\$ _____	
9	Bar Code Scanner(s) Brand and Model Number Bidding: _____ (Multiple Brands and Models may be Quoted.)	Cost Per Each Scanner: Quantity 18-30	Anticipated Request for Additional Scanners Within Twelve (12) to Eighteen (18) Months After Award of Contract.	\$ _____	
10	Bar Code Scanner(s) Brand and Model Number Bidding: _____ (Multiple Brands and Models may be Quoted.)	Cost Per Each Scanner: Quantity 31-50	Anticipated Request for Additional Scanners Within Nineteen (19) to Thirty-Six (36) Months After Award of Contract.	\$ _____	
11	Software Costs of ADC to Interface with CAMS Module of PeopleSoft Enterprise 8.10 Module		Optional Future Purchase.	\$ _____	\$ _____