

Education Achievement Authority
of Michigan

Equity. Choice. Reinvention.

**RESOLUTION 2012-33
APPROVAL OF MASTER LICENSE AND SERVICES AGREEMENT WITH
WAYNE COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY FOR
STUDENT INFORMATION SYSTEMS**

The Executive Committee of the Education Achievement Authority resolves:

1. That the attached Master License and Services Agreement with Wayne County Regional Educational Service Agency, to provide licensing, software and training of student information systems, and perform other related services as outlined, for the EAA of Michigan is approved by the Executive Committee of the Authority as the governing body of the Authority;
2. That the Chancellor of the Authority is authorized to execute the Master License and Services Agreement with Wayne County Regional Educational Service Agency on behalf of the Authority;
3. That the Secretary of the Executive Committee of the Authority shall enter the terms of the Agreement in the minutes of the proceedings of the Executive Committee of the Authority.

Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Education Achievement Authority at a properly-noticed open meeting held with a quorum present on the ____ day of _____.

By: _____
President

By: _____
Secretary



Legal Counsel
Approved as to Form

MASTER LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement ("**Agreement**") is entered into this **27th day of June, 2012** ("**Effective Date**") between the Education Achievement Authority, a Michigan public body corporate ("**EAA**") and Wayne County Regional Education Service Agency ("**Vendor**").

WHEREAS, EAA desires to retain Vendor to provide certain services as described herein upon the terms and conditions set forth herein and Vendor is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I SOFTWARE AND SERVICES

Section 1.1 Software License. Subject to the terms and conditions set forth in this Agreement and during the term of this Agreement, Vendor grants to EAA a limited, personal, non-exclusive, non-sublicensable and non-transferable license to use the software listed in an applicable Service Order in the form attached as Exhibit A (the "**Software**") in either a hosted form or installed on EAA's servers, in the course of EAA's business operations and solely for its own internal business purposes (the "**License**"). Vendor reserves all rights in and to the Software not expressly granted to Licensee. EAA shall not unreasonably copy the Software, in whole or in part, without Vendor's express written permission. EAA shall not unreasonably cause or permit the reverse engineering, disassembly, or decompilation of the Software. EAA shall not remove labels or any proprietary legends from the Software.

Section 1.2 Services. The services to be provided by Vendor to EAA under this Agreement will be defined by an applicable Service Order. Each Service Order shall be signed by both parties and will describe the services to be performed ("**Services**"), the schedule for the performance of the Services (the "**Period of Performance**"), any identifiable work product to be delivered by Vendor ("**Deliverables**"), the fixed price or hourly rate for the Services, and any other terms that apply to that specific Service Order ("**Special Terms**").

Section 1.3 Future Services. The parties anticipate the possibility of executing multiple Service Orders outlining separate engagements for services. Each Service Order, together with the terms of this Agreement, constitutes a separate contract that will be effective upon execution of the Service Order by the parties. Each Service Order shall be governed by the terms of this Agreement. Except for those Special Terms in the Service Order that expressly provide that they take precedence over this Agreement, in the event of a conflict between this Agreement and the terms of a Service Order, this Agreement shall govern.

ARTICLE II COMPENSATION

Section 2.1 Fees. All fees payable to Vendor during the term of this Agreement shall be reflected in each Service Order and shall remain fixed for the duration of the Service Order. Except

for the fees set forth in the applicable Service Order, there are no other fees or costs to be paid by EAA to Vendor. Notwithstanding the foregoing, Vendor acknowledges and agrees that the total amount payable to Vendor hereunder is subject to EAA's annual budgeted amount for such Services as outlined in the attached Exhibits. Furthermore, amounts to be paid to Vendor shall not exceed the maximum dollar amount(s) specified in each Service Order, unless Vendor obtains the prior written approval of EAA and the parties execute a modified Service Order.

Section 2.2 Invoices. Vendor shall submit to EAA monthly invoices of Services performed in the previous month. Invoices shall be submitted to: 3022 W. Grand Blvd., Suite 14-652, Detroit, Michigan, 48202, Attention: Accounts Payable. EAA shall pay invoices for Services performed within 30 days after receipt of an invoice from Vendor. In the event that EAA reasonably disputes any amount that appears on an invoice received from Vendor, the parties shall work together in good faith to resolve the dispute under Article IX. During the pendency of any negotiations and/or mediation as set forth in Article IX: (a) EAA shall not be required to pay the disputed portion until the dispute is resolved; provided, however, that (i) EAA continues to pay any undisputed amounts consistent with this Agreement, and (ii) Vendor shall continue to provide all of the Services and otherwise perform its obligations under the Agreement and (b) nonpayment by EAA of disputed amounts shall not constitute a breach of EAA's obligations regarding payment to Vendor or otherwise be considered a basis for termination of this Agreement.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF EAA

EAA represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

Section 3.1 Organization and Good Standing. EAA is duly organized, validly existing and in good standing under the laws of the State of Michigan, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

Section 3.2 Power and Authorization. EAA has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of EAA and its officers, directors and shareholders for the authorization, execution and delivery of this Agreement and the performance by EAA of its obligations hereunder have been taken. This Agreement, when executed and delivered, shall constitute the legal and binding obligation of EAA in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws not or hereafter in effect generally relating to or affecting creditors' rights.

Section 3.3 No Conflict or Breach. The execution, delivery and performance by EAA of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon EAA or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

Section 3.4 Compliance with Laws. EAA's actions and performance of its obligations under this Agreement throughout the term of this Agreement shall be in full compliance with all applicable federal, state and local laws, rules, regulations and standards

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE VENDOR**

The Vendor represents and warrants to EAA as follows and acknowledges that EAA is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

Section 4.1 Organization and Good Standing. Vendor is duly organized, validly existing and in good standing under the laws of the State of Michigan, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

Section 4.2 Power and Authority. The Vendor has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Vendor and its officers, and agents for the authorization, execution and delivery of this Agreement and the performance by the Vendor of its obligations hereunder have been taken. This Agreement when executed and delivered, shall constitute the legal and binding obligations of the Vendor in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws not or hereafter in effect generally relating to or affecting creditors' rights.

Section 4.3 No Conflict or Breach. The execution, delivery and performance by the Vendor of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Vendor or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

Section 4.4 No Debarment, Pending Governmental Action or Record of Violations. Vendor has not been debarred by either the Federal, State or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings. Vendor has no record of violation of any Federal, State or local government's procurement, contracting or ethics rules.

Section 4.5 Conflicts; No Undue or Improper Influence or Inducement. Vendor represents and warrants that it has disclosed in writing any existing conflicts of interest involving EAA, and that it will disclose in writing to EAA any conflicts that arise during the term of this Agreement. Vendor represents and warrants that it has not and will not offer to EAA or any of EAA's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with EAA.

Section 4.6 Performance of Services; Compliance with Law. The Services will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training and skill. Vendor's actions and performance of the Services throughout the term of this

Agreement shall be in full compliance with all applicable federal, state and local laws, rules, regulations and standards, including all laws applicable to EAA's operations or to which EAA is otherwise bound. Vendor has and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business.

ARTICLE V TERM AND TERMINATION

Section 5.1 Term. This Agreement commences on the Effective Date and shall continue in effect so long as Services are being provided pursuant to a Service Order, or until earlier terminated as provided herein.

Section 5.2 Termination.

- (a) EAA may terminate this Agreement or any Service Order hereunder without cause by providing at least thirty days written notice of such termination to Vendor.
- (b) Either party may terminate this Agreement for cause upon breach by the other party, which breach remains uncured thirty (30) days after written notice describing such breach is given to the breaching party.
- (c) This Agreement may be terminated immediately by a party upon (i) the criminal conviction and/or final civil ruling for commission of an illegal act, unethical practice, or violation of public policy, including theft or embezzlement, by the other party; or (ii) the filing of bankruptcy by either party.
- (d) Upon the expiration or termination of this Agreement or a Service Order for any reason, Vendor, at the rates and charges applicable under this Agreement, will cooperate with EAA in the orderly completion or transfer of Services and return of all EAA data and information, including any work in progress.

ARTICLE VI CONFIDENTIAL INFORMATION

Section 6.1 Standard of Care. Each party acknowledges that it may receive or have access to the other party's "Confidential Information", as that term is defined below. A receiving party will protect the disclosing party's Confidential Information with the same degree of care as the receiving party uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event, less than a reasonable degree of care. A receiving party shall not disclose or otherwise make available the disclosing party's Confidential Information to any third party without the prior written consent of the disclosing party; provided, however, that the disclosing party may disclose the Confidential Information to its officers, employees, and contractors who need access to the Confidential Information to perform their obligations relevant to this Agreement and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Article VI. A receiving party agrees to immediately notify the disclosing party in the event that the receiving party becomes aware of any loss or unauthorized disclosure of the disclosing party's Confidential Information. The provisions of this Article VI shall survive the termination or expiration of this Agreement.

Section 6.2 Confidential Information. “Confidential Information” means any information related to the business, including but not limited to personnel and operations of a party obtained by the other party, and may include, but is not limited to, business affairs, data, manuals, financial and accounting data, data and information concerning students, software, documentation, contracts, intellectual property, proprietary information and other operational information. Confidential Information shall not include anything that a receiving party can document: (i) was generally available to the public at the time it was received by such party, (ii) was known to a receiving party, without restriction, at the time of disclosure, or (iii) was independently developed by a receiving party without any use of the Confidential Information.

Section 6.3 Required Disclosure. Notwithstanding the foregoing provisions of this Article VI, a receiving party may disclose the other party’s Confidential Information as required by law, including without limitation, in response to a directive from a court or tribunal or as may be required by an applicable freedom of information act or similar law.

Section 6.4 Return of Confidential Information. Upon expiration or termination of this Agreement, a receiving party shall promptly return to the disclosing party all Confidential Information of the disclosing party and all copies, or at the disclosing party’s option, the receiving party shall destroy the Confidential Information.

ARTICLE VII PROPRIETARY RIGHTS/ RECORD RETENTION

Section 7.1 Proprietary Rights. EAA acknowledges and agrees that all right, title and interest in and to the Software, including all rights conferred by Section 117 of the United States Copyright Act, vest exclusively in Vendor.

Section 7.2 Record Retention. Vendor agrees to maintain accurate books and records in connection with Vendor’s performance of the Services. Unless returned to EAA, upon its written request, all such books and records (including, without limitation, all papers, correspondence, data, information, reports, records, receipts, and other sources of information relating to the Fees paid to Vendor) will be held and preserved for the duration of this Agreement and for a period of six years after the expiration or termination of this Agreement. Vendor shall make such books and records available to EAA at EAA’s reasonable request. Further, Vendor shall, and shall cause its agents, employees and contractors to provide EAA with all assistance required to enable EAA to comply with applicable law and standards pertaining to the disclosure and confidentiality of such books and records.

ARTICLE VIII INDEMNIFICATION, DAMAGES, INSURANCE AND WARRANTIES

Section 8.1 Vendor’s Indemnification. To the extent permitted by law, Vendor shall indemnify and hold harmless EAA and EAA’s employees, agents, directors and officers against all liability, including direct damages and reasonable attorneys fees, arising out of, or resulting from any third party claim, suit, action or proceeding arising out of or resulting from (i) the failure of Vendor or any of its agents, employees or contractors, to comply with any applicable law; or (ii) any personal

injury or tangible property damage arising from the actions or omissions of Vendor or an agent, employee, director, officer or contractor of Vendor.

Section 8.2 EAA's Indemnification. To the extent permitted by law, EAA shall indemnify and hold harmless Vendor and Vendor's employees, agents, directors and officers against all liability, including direct damages and reasonable attorneys fees, arising out of, or resulting from any third party claim, suit, action or proceeding arising out of or resulting from (i) the failure of EAA or any of its agents, employees or contractors, to comply with any applicable law; or (ii) any personal injury or tangible property damage arising from the actions or omissions of EAA or an agent, employee, director or officer of EAA.

Section 8.3 Limitation of Liability; No Special Damages. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Service Order. Nothing in this Agreement shall be construed as a waiver of governmental immunity, where applicable.

Section 8.4 Insurance

- (a) At all times during the term of this Agreement, Vendor shall procure and maintain, at its sole cost and expense, the following types and amounts of insurance coverage:
 - (1) Commercial General liability, covering bodily and personal injury, property damage, and contractual liability insuring the activities of Vendor under this Agreement, in a minimum amount of One Million Dollars (\$1,000,000) per claim and Five Million Dollars (\$5,000,000) in the annual aggregate
 - (2) Commercial Automobile liability with limits of One Million Dollars (\$1,000,000) per claim and Five Million Dollars (\$5,000,000) in the annual aggregate.
 - (3) Worker's compensation insurance in amounts required in accordance with applicable laws.
 - (4) Errors and Omissions/Professional liability with limits no less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the annual aggregate.
- (b) Upon request by EAA, Vendor shall provide EAA with copies of the certificates of insurance for all insurance coverage required by this Section 8.3. Such certificates of insurance shall not be materially amended or cancelled without thirty days prior written notice to EAA; provided that, prior to such cancellation, Vendor shall have new insurance policies in place that meet the requirements of this Section 8.3.

Section 8.5 Disclaimer of Warranties. EXCEPT AS (1) EXPRESSLY SET FORTH IN THIS AGREEMENT, AND, (2) WITH RESPECT TO VENDOR ONLY, AS EXPRESSLY SET FORTH IN THE SPECIAL TERMS OF A SERVICE ORDER, NEITHER EAA NOR VENDOR MAKES ANY OTHER REPRESENTATION OR WARRANTY REGARDING THE SERVICES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

ARTICLE IX DISPUTES

Section 9.1 Informal Dispute Resolution. EAA and Vendor will attempt to settle any dispute through informal good faith negotiations. The dispute will be escalated to appropriate senior level management of the parties, if necessary. If such managers are unable to resolve the dispute within ten (10) business days of referral (or any other mutually agreed upon timeframe), the parties will undertake non-binding mediation as described below in a good faith attempt to resolve such dispute.

Section 9.2 Mediation. There will be a single mediator. If the parties cannot agree upon an acceptable mediator within ten days of termination of the negotiations under Section 9.1, each party will select one mediator from a list of not less than five mediators provided by the other party. These two mediators will select a third mediator who will serve as the sole mediator. Subject to the availability of the mediator, the mediation will occur not more than thirty (30) days after the request for mediation. The mediation process will continue until the dispute (or any part thereof) is resolved or until such time as the mediator makes a finding that there is no possibility of resolution short of referring the parties to final and binding arbitration. The mediation will be held in Detroit, Michigan, unless the mediator, on his or her own initiative, wishes to conduct any mediation proceeding by telephone, facsimile transmission or other means of communication. The cost of mediation, including the mediator's fees and expenses, will be shared equally by the parties. Each party will have the right to be represented by attorneys of their own choosing to advise them before and during the mediation process and their attorneys may review any settlement agreement, or other agreement, which the parties have reached through mediation, prior to the execution of such agreement. The parties agree that the mediator is acting in a neutral capacity and is not serving as an attorney, advocate, representative or fiduciary for either or both of them. Each party will pay its own attorney's fees and costs. In connection with the mediation process, the mediator may meet in confidential "caucus" sessions separately with each party. The mediator will be obligated to treat as confidential and refrain from disclosing to the other party or its counsel any information conveyed to the mediator during the caucus sessions unless the party conveying such information authorized the mediator to disclose it to the other party. In the event that mediation does not resolve a dispute, either party may pursue any other available legal remedies.

ARTICLE X GENERAL PROVISIONS

Section 10.1 Independent Contractor. The Services of Vendor shall be rendered as an independent contractor. The relationship between EAA and the Vendor shall not be that of partners, agents, or joint venturers to one another, and nothing contained in this Agreement shall be deemed to constitute a partnership, agency or employment agreement between them for any purposes, including, without limitation, for federal income tax purposes. Vendor assumes full responsibility for the payment of wages, salaries, and other amount due to all persons engaged by Vendor in connection with the Services performed hereunder, and Vendor will be responsible for all taxes, including Social Security, unemployment and withholding taxes, with respect to such persons

Section 10.2 Tax Exempt Status. Vendor acknowledges that EAA is a tax-exempt entity. Vendor may not use any EAA facility for any unauthorized purpose and will not act in any way that might jeopardize EAA's tax-exempt status.

Section 10.3 Entire Agreement and Amendments. This Agreement (including the Service Orders and exhibits), together with the documents delivered pursuant hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, negotiations, representations, discussions and understandings between the parties. This Agreement may be amended only by a written instrument executed by each party.

Section 10.4 Governing Law and Exclusive Jurisdiction. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan without giving effect to other conflicts of laws or principles thereof. The parties agree that jurisdiction over any dispute arising out of this agreement shall vest exclusive in the United States District Court for the Eastern District of Michigan or the Wayne County Circuit Court.

Section 10.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 10.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto. No party to this Agreement may assign its rights under this Agreement to any other person without obtaining the written permission of the other parties in advance.

Section 10.7 No Third Party Beneficiaries. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement it being the intention of the parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such parties or such successors and permitted assigns.

Section 10.8 Expenses. Each party shall bear its own expenses incurred in connection with this Agreement and with the performance of its obligations hereunder.

Section 10.9 Notices. All written notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement shall be personally delivered with receipt obtained, or mailed by overnight mail or registered or certified first-class mail, return receipt requested, addressed as follows:

If to the Vendor, to:

Wayne RESA
33500 Van Born Road
Wayne, MI 48184
Attention: Deb Belaire

If to the EAA, to:

Education Achievement Authority
3022 W. Grand Boulevard
Suite 14-652
Detroit, Michigan 48202
Attention: Chancellor's Office

All Notices shall be deemed given on the day when hand delivered or, if mailed, on the day following the day of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice to the other party as provided in this Section 10.9.

Section 10.10 Further Assurances. Each party promptly shall cause to be taken, executed, acknowledged or delivered all such further acts, conveyances, documents and assurances as any other party from time to time reasonably may request in order to carry out and effectuate the intent and purposes of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives with effect from the day and year first above written.

EDUCATION ACHIEVEMENT AUTHORITY

By: _____
John William Covington, Ed.D.

Title: _____
Chancellor

Date: _____

Wayne RESA

By: _____
[Name of representative of Vendor]

Title: _____
[Title of representative of Vendor]

Date: _____

Exhibit A

Service Order

Student Information System (MISTAR) for \$180,000.

- MISTAR software licenses (annual fee)
 - Pre-Enrollment
 - Enrollment
 - Scheduling
 - Master Schedule Builder
 - Attendance
 - Academic History
 - Graduation Requirements
 - Behavior
 - Special Education
 - Special Education IEP
 - Medicaid Service Tracker
 - Teacher Grade book
 - Parent and Student Access
 - Report Query Tools
 - Services and Programs
 - At-Risk/Title I Tracking
 - English Learner
 - Health
 - Extracurricular Activities
 - Notifications and Alerts
 - State Reporting

- Auto Calling System – interfaced to MISTAR

- All upgrades, enhancements, and new modules to MISTAR included

- Software Implementation, Configuration, and Hosting

- Conversion of data from other SIS with 3rd party district authorization

- Training
 - 5 days onsite training in EAAM facility
 - On line video training
 - Newsletters
 - Client meeting attendance

Exhibit B

Wayne County RESA will provide implementation, training and support services on the MISTAR application for the Education Achievement Authority of Michigan (EAAM). The team will consist of an onsite Project Manager, Lead Training Specialist, Training Support Specialist, and 2 Technical Support Specialist. The cost to provide the services below for school year 2012-2013 is \$650,000.00.

RESPONSIBILITIES	DETAILS
<p>Project Start-up and Preparation</p> <p><i>June 2012</i></p>	<p>WCRESA Implementation Project Manager, Technical Project Manager, and Lead Training Specialist</p> <ul style="list-style-type: none"> ○ Work with EAAM team to develop detailed project plan and other deliverables to define opening school success. ○ Create/review/modify business processes to support school operations including but not limited to: State Reporting, Curriculum, Enrollment, Scheduling, Attendance, Mark Reporting. ○ Develop data Conversion and Migration Plan for Data received from Detroit Public Schools. ○ Develop Project Communication Plan to EAAM Administration, Schools and Project Stakeholders for Project Status. ○ Confirm technology infrastructure in schools ○ Identify and develop training strategy, training labs and configuration. ○ Create/review/modify business processes to support Special Education operations.
<p>Pre-Opening of School</p>	<p>The WCRESA MISTAR Team:</p>

<p>Training and Preparation</p> <p><i>July 2012, August 2012</i></p>	<ul style="list-style-type: none"> ○ Conducts training on WCRESA MISTAR General Education applications that are needed to open school. ○ Conducts training on WCRESA MISTAR applications on Special Education tools.
<p>Opening School</p> <p><i>September 2012</i></p>	<p>The WCRESA MISTAR Team</p> <p>Operate MISTAR Help Desk to provide End-User and Technical Support on MISTAR applications including:</p> <ul style="list-style-type: none"> ○ Providing level 1 & 2 support to EAAM District Staff (Administrators, Teachers, Counselors, Ancillary Staff) via phone and email support. ○ Logging support call information (issues/resolutions) into the support tracking database which can be reviewed periodically to determine if changes are needed in the training or training implementation process. ○ Documenting/submitting software issues to programmers. ○ Testing software fixes and new releases. ○ Providing level 1 & 2 support on Master Schedule Maintenance, Attendance, Curriculum, and other End-User concerns.

<p>Coordinate the Process for Resolving General Ed and Special Ed. Count Errors in the Fall, Spring and Summer.</p> <p><i>(Fall: Sep 2012 – Nov. 2012 Spring: Feb 2013 – Mar. 2013, Summer: Jun 2013 – Jul 2013)</i></p>	<p>The WCRESA MISTAR Team</p> <p>State Reporting: (General Education and Special Education)</p> <p>Work with the EAAM District to start count preparation tasks for General Education and Special Education students which includes but is not limited to:</p> <ul style="list-style-type: none"> ○ Generating various reports that are used to identify errors with General Education and Special Education data. ○ Working with the EAAM General Education and Special Education Administrators, Support staff, Supervisors and Coordinators to resolve the various State Reporting errors. ○ Providing technical support to EAAM District Staff as they resolve the errors.
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	<ul style="list-style-type: none"> ○ Providing training to EAAM District Staff on how to resolve the errors in the MISTAR. ○ Conducting training on State Reporting tasks to EAAM District Staff.
<p>Prepare for Quarter Mark Reporting and Building Leveling</p> <p><i>October 2012, November 2012</i></p>	<p>The WCRESA MISTAR Team</p> <ul style="list-style-type: none"> ○ Leveling: Assist EAAM Administration and School Staff on making adjustment to school configurations, school records, master Schedules and Gradebook information. ○ Schedule/conduct Mark Reporting training sessions for EAAM District Staff.
<p>Plan for Semester Mark Reporting and Count Preparation Tasks for Spring Count</p> <p><i>December 2012, January 2013, February 2013</i></p>	<p>The WCRESA MISTAR Team</p> <p>State Reporting: (General Education and Special Education)</p> <p>Work with EAAM District to start count preparation tasks for General Education and Special Education students which includes but is not limited to:</p> <ul style="list-style-type: none"> ○ Generating various reports that are used to identify errors with General Education and Special Education data. ○ Working with the EAAM General Education and Special Education Administrators, Support staff, Supervisors and Coordinators to resolve the various State Reporting errors. ○ Providing technical support to EAAM District Staff as they resolve the errors. ○ Providing training to EAAM District Staff on how to resolve the errors in MISTAR. ○ Conducting training on State Reporting tasks to EAAM District Staff.
<p>RESPONSIBILITIES</p>	<p>DETAILS</p>

<p>Work with EAAM Administration to Prepare for January – June Activities</p> <p><i>January 2013- June 2013</i></p>	<p>The WCRESA MISTAR Team:</p> <ul style="list-style-type: none"> ○ Work with EAAM Principals on Schedule Maintenance for the remaining school year. ○ Prepare for TSDL State Reporting for SY 2012/2013. ○ Develop Scheduling plans and process for SY 2013 – 2014. ○ Create/review/modify business process to support school operations including but not limited to: State Reporting, Curriculum, Enrollment, Scheduling, Attendance, and Mark Reporting. ○ Conduct Lessons Learned Review Sessions to identify best practices to implement for SY 2013/2014. ○ Support Pre-Registration and Enrollment Process for SY 2013/2014.
<p>Conduct End of School Year Activities</p> <p><i>June 2013 – August 2013</i></p>	<p>The WCRESA MISTAR Team</p> <p>Work with EAAM Administration to implement and support End of Year tasks for EAA Schools which includes but is not limited to:</p> <ul style="list-style-type: none"> ○ Identifying/completing close down activities for SY 2012/2013. ○ Confirming/completing Graduation process for seniors. ○ Confirming/completing Special Education Certificate of Completion process. ○ Developing Transcript Distribution and Records Retention process.

RESPONSIBILITIES	DETAILS
<p>Train and provide technical support to EAAM General Education and Special Education staff.</p> <p><i>(Ongoing throughout the year)</i></p>	<p>The WCRESA MISTAR Project Team</p> <ul style="list-style-type: none"> ○ Train the EAAM District Staff (Administrators, Teachers, Counselors, Ancillary Staff) on the use of the MISTAR Application and individual Modules throughout the school year for both General Education and Special Education. <p>Applications/Reports</p> <ul style="list-style-type: none"> ❖ Pre-Registration ❖ Enrollment ❖ Master Schedule Setup ❖ Master Schedule Loading ❖ Master Schedule Maintenance ❖ Grade Reporting ❖ Academic History ❖ Behavior ❖ State Reporting ❖ Health ❖ Parent Portal ❖ Student Portal ❖ Gradebook ❖ Pulse ❖ Special Programs (Title I. Section 31a) ❖ Special Education Web Application ❖ Special Education Electronic Forms ❖ Medicaid Service Tracker ❖ Enrolling/Transferring Students ❖ Count Reports ❖ Special Education Query Reports ❖ Other Applications and Modules as identified <ul style="list-style-type: none"> ○ Prepare Training Materials, Handouts, Quick Guides and various online tools and video for on-demand training ○ Provide Technical and End-User Help Desk Support on questions and issues, via Phone and e-mail.

RESPONSIBILITIES	DETAILS
<p>Assist EAAM with resolving Duplicate Student issues</p> <p><i>(Ongoing throughout the year)</i></p>	<p>The WCRESA MISTAR Team</p> <ul style="list-style-type: none"> ○ Work with EAAM team to resolve duplicate student issues. ○ Research the duplicate students to confirm information that has been captured under each ID and determine information that needs to be moved/updated on the ID that will be kept for the student. ○ Review the information that is stored under the ID that is being kept to confirm that all information has been transferred from the IDs that are being retired. ○ Work with the WCRESA Team to resolve duplicate issues in MISTAR.
<p>Work Closely with EAAM Special Education and Medicaid Teams to ensure Data is entered accurately and timely into MISTAR</p> <p><i>(Ongoing throughout the year)</i></p>	<p>The WCRESA MISTAR Team:</p> <ul style="list-style-type: none"> ○ Attend the EAAM meetings and provide input on the status of Special Education data and Medicaid services entered into MISTAR. ○ Perform quality checks on Special Education data and Medicaid services that are entered into MISTAR. ○ Meet with EAAM Special Ed. Team to confirm staff that will be responsible for maintaining caseloads in MISTAR. ○ Train EAAM Staff on the process for managing caseloads in MISTAR. ○ Generate reports that assist with monitoring Special Education data throughout the course of the year to minimize State Count errors. ○ Routinely meet with the EAAM Medicaid Team and WCRESA Billing Team to ensure services are billed according to State requirements. ○ Work closely with the WCRESA Billing Team to resolve billing issues. ○ Perform quality checks on Medicaid services entered into MISTAR. ○ Research duplicate student issues to confirm Special Education and/or Medicaid services data that should be transferred to the ID that will be kept for the student. Also confirm data is correct after information has been transferred to the correct ID. ○ Work with EAAM Transportation Team to resolve transportation issues for Special Education students.

Exhibit C

Service Order

Hardware Colocation Services – There will be no additional charge for the following service during the duration of this contract.

The Wayne RESA newly remodeled Data Center includes secure access, fire suppression, water detection, 24-hour monitoring, UPS and generator power protection, and redundant power in each rack.

- Connection to the AT&T Opt-E-MAN network.
 - Maximum of 600 Mb is available on one VLAN through that network
 - Connection to the Merit network with an aggregate bandwidth of 2.6 Gb
- Provide one server rack with redundant network connection to the Nexus infrastructure at 10/100/1000 or 10Gb
 - Access to hardware will be remote with physical access during business hours only with Wayne RESA Data Center staff present. Business hours are 8:30a.m. - 4:30p.m., Monday – Friday, excluding holidays
 - 208 power
- Firewall support for hosted equipment

Education Achievement Authority
of Michigan

Equity. Choice. Reinvention.

**RESOLUTION 2012-34
RATIFICATION OF APPROVAL OF LEASING PROPOSAL AND PURCHASE ORDER FOR
HEWLETT-PACKARD FOR COMPUTER EQUIPMENT AND SERVICES**

The Executive Committee of the Education Achievement Authority resolves:

1. That the prior approval and execution of the attached Leasing Proposal from Hewlett-Packard to provide computer equipment and services, and Purchase Order with Hewlett-Packard for computer systems' equipment, as outlined, for the EAA of Michigan is ratified by the Executive Committee of the Authority as the governing body of the Authority, subject to further negotiations and/or agreements between the parties to effectuate and finalize the lease transaction;
2. That the Chancellor of the Authority is authorized to execute any subsequent contracts with Hewlett-Packard on behalf of the Authority, subject to the conditions set forth above;
3. That the Secretary of the Executive Committee of the Authority shall enter the terms of the Agreements in the minutes of the proceedings of the Executive Committee of the Authority.

Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Education Achievement Authority at a properly-noticed open meeting held with a quorum present on the ____ day of _____.

By: _____
President

By: _____
Secretary



Legal Counsel
Approved as to Form

A

Education Achievement Authority Pricing Proposal

Hewlett-Packard Company



June 16, 2012

HP Contact Information

Todd Miletti
PSG Field Account Manager
Education, State & Local Government
todd.miletti@hp.com
Mobile – 248-877-7380
Fax – 248-740-0239

Purchase Order made out to:

Hewlett-Packard Company
10810 Farnam Drive
Attn: Government/Education Sales
Omaha, NE 68154

Please include HP-WSCA-09 on the Purchase Order (REMC Contract Number)

When Placing Order with HP

1. Make sure PO includes all line item Part Numbers/Prices that are included in this proposal.
2. Include REMC Contract Information (Highlighted in yellow above) on the Purchase Order
3. Email Purchase Order to Todd Miletti at todd.miletti@hp.com or FAX to 248-740-0239.

Estimated Delivery

Upon receipt of the Purchase Order, HP Order Management will enter the orders in the system in increments of 200 – 250 units. This will allow HP to start shipping product to Macprofessionals warehouse in Novi, MI within two weeks.



1. Services Options

Services to be performed by Macprofessionals

Item Number	Computer Services	Price*	Duration	Description	Notes
ATPG15	NEW COMPUTERS Deployment and Management	\$112.00	Per year	Help Desk (17 x 7 x 365), Managed Services, Installation, Imaging, Etching, Setup	
ATPG10	NEW COMPUTERS Deployment and Management	\$134.00	3 years	Help Desk (17 x 7 x 365), Managed Services, Installation, Imaging, Etching, Setup	
ATPG50	EXISTING COMPUTERS Help Desk and Managed Services	\$80.00	1 year	Help Desk (17 x 7 x 365), Managed Services, Installation	Help Desk and Management Services for Legacy Systems Already in Schools
ATPG60	IMAGING Services Legacy ASUS Netbooks	\$15.00	One time	Loading software and delivering onsite, NO SETUP	Invoiced against actual inventory
ATPG70	IMAGING Services Other Legacy Computers	\$10.00	One time	Loading software and delivering onsite, NO SETUP	Invoiced against actual inventory
ATPG80	FIELD REPAIR/SERVICES	\$30.00	Per Year	Technicians onsite at EAA schools	Repair and support of all Desktops, Laptops, Smart Boards, Promethean, Projectors
ATPG90	HARDWARE REPAIR - Warranty	\$0.00	One time	Computers under manufacture warranty will be picked up/delivered and repaired	
ATPG95	HARDWARE REPAIR - Out of Warranty	\$50 + part	One time	Pick up and delivery no cost, repair and parts time and material	
Item Number	Existing School Readiness	Cost**	Duration	Description	Notes
ATPG40	Preparing Existing Schools for New School Year	\$3,300.00	One time	This price includes evaluating/asset collection and tagging of all IT equipment in the school.	

NEW COMPUTERS PRICING ON A PER DEVICE BASIS

EXISTING SCHOOL READINESS PRICING ON A PER BUILDING BASIS



2. Pricing Proposal

HP 3115m Notebook w/Win 7 Home (**Microsoft School Agreement Required**)

Extended Warranty (3 Year 9x5xNBD + ADP) - Macprofessionals

Brenthaven Sleeve Carrying Case w/Shoulder Strap

Help Desk Services – Macprofessionals, 3 years.

Part Number	3115m	Unit Price	Quantity	Extended Price	Quarterly Lease Payment
B2C44UA#ABA	HWKIT 65W nPFC US	\$ 425	10,000	\$ 4,250,000	
	BU IDS E450 3115m				
	ID CHA/IMR WBC				
	LOC W7HOME64 OF10STR US				
	AMD DC E450 (1.65GHZ/1MB)				
	WEBCAM Integrated 720p HD				
	LCD 11.6 HD SVA BV LED f/WWAN				
	RAM 4GB 1333DDR3 1DM				
	HDD 320GB 5400RPM				
	KB BLK ISK/TP US				
	BATT 6C 55WH				
	WLAN 802.11abgn I2 +BT Combo				
	MISC No WWAN				
	WARR 1/1/0 US				
	MISC eStar PCID				
	LBL MS Win7 Logo				
A880953	Total Solution Warranty - 3 Year, 9x5xNBD Warranty + ADP	\$ 140	10,000	\$ 1,400,000	
A880996	Trek Sleeve HP	\$ 25	10,000	\$ 250,000	
	TOTAL	\$ 590		\$ 5,900,000	\$ 628,722
	Includes additional notebooks w/o extended warranties (12% Spares Pool) or 1,200 units				See Section 3 of Proposal

Part Number	Per Unit Services Pricing	Price	Quantity	Extended Price
EAATPG10	Imaging, Installation, Etching, Delivery and Help Desk Services - 3 Years	\$ 134	10,000	\$ 1,340,000



2. Pricing Proposal continued

District Wide Support Services Include: (Please see Macprofessionals document presented to EAA dated May 6, 2012 for detailed overview of services offering)

➤ Help Desk

- ❖ \$134.00 Per unit price reflects 3 years coverage for each device - 17x7x365
- ❖ Hours of Operation
 - Monday through Friday – 7:00 a.m. to 12:00 a.m.
 - Saturday & Sunday – 9:00 a.m. to 9:00 p.m.
- ❖ Dedicated and scalable in support of EAA project
- ❖ Single phone number and automatic call routing
- ❖ Remote assistance capabilities
- ❖ Dedicated ticketing system
- ❖ Remotely gather hundreds of software and hardware data points from fleet, including OS platform, OS version, model information, hardware profile, and much more.
- ❖ Manage assets location, grouping by building, floor, VLAN if available, and many other custom locations
- ❖ View assets by assigned user or IP address
- ❖ Re-image with user data preserved
- ❖ Create new EAA-approved images for each model/class of HP PC inherited by EAA
- ❖ Legacy HP systems will be re-imaged either in the field or at Macprofessionals secure facility
- ❖ Add legacy HP systems to the EAA asset management system administered by the program Help Desk
- ❖ Push installation updates as released by manufacturer

➤ Warranty Repair

- ❖ Provide repair services for in-warranty break-fix activities associated with project – 9x5xNext Business Day



2. Pricing Proposal continued

- Depot and Delivery Services
- Device Management
- Application & License Management
 - ❖ Manage installed applications and licenses, and deploy new software packages
- Security, Change & Configuration Management
 - ❖ Enforce EAA security policies on the endpoint devices
- Patch Management
- Power Management
 - ❖ Manage power status of computers to save money, by setting startup and shutdown policies
- Professional Development (Train the Trainer)
 - ❖ Host a (1) day, training class for the EAA trainers in Macprofessionals training center in Novi, MI.
 - ❖ Offer a 4 hour training class at each school on the usage of any existing Interactive Equipment that is currently located in the building.
 - ❖ 4 days the week of August 20th, Monday & Tuesday (Session 1) - Wednesday & Thursday (Session 2) – Dates are flexible
 - ❖ 9:00 am to 3:00 pm with a lunch break - held at Macprofessionals' office in Novi, MI
 - ❖ Two sets of two sessions - teachers have a choice which two days to attend:
 - Session 1 - Review of Student Technology - include - what, where, when, how notebooks will be deployed, how they get help, Internet access outside of school, etc.
 - Session 2 - Review of Teacher Technology - include - what they will have in their classrooms for projectors, interactive whiteboards, classroom computers, etc.



3. Leasing Proposal

OVERVIEW

Hewlett-Packard Financial Services Company ("**HP Financial Services**" or "**HPFS**") offers a complete array of leasing and financial lifecycle management services not only to HP's public sector customers in the United States, but also to commercial and public sector customers of HP in dozens of countries worldwide. We can help you transition from your existing technology, acquire a new solution cost-effectively, and manage that solution throughout its lifecycle. Our goal is to help you increase the return on your IT investment, reduce risk, and work within your existing capital and operating budgets.

The lease products HPFS offers are, like those of its competitors, separate and distinct agreements from the purchase contracts entered into between customers and suppliers (whether the supplier is Hewlett-Packard Company, an HP-authorized reseller, or a third party vendor), and HPFS does not assume any of the obligations of the supplier and is not responsible for its selection, installation or performance.

HPFS is a wholly owned subsidiary of Hewlett-Packard Company and is based in Murray Hill, New Jersey.

CUSTOMIZED FINANCING FOR PUBLIC SECTOR CUSTOMERS

HPFS' Public Sector unit specializes in customized financing plans tailored to meet the needs of educational and governmental customers in the United States. Our familiarity with the needs of public sector customers enables us to offer viable leasing and financing plans for customers like you.

There are variations and options with each major lease plan. The plans presented are examples of what we can offer, and can be adapted to address your specific needs. For example, we can structure a customized leasing or financing plan based on factors such as your budgetary requirements, equipment delivery and installation cycles, and the anticipated period of use to help maximize the benefits to you.

TAX-EXEMPT INSTALLMENT SALE (\$1.00 Buyout)

States and their political subdivisions, which include most public K-12 schools that wish to own the equipment can obtain low-cost financing through our tax-exempt installment sale plan. HPFS provides financing for not only HP products, but also for most third-party product and services, with flexible payment structures (monthly, quarterly, semi-annually or annually) aligned with your annual budget. Under this plan, the customer typically has title to the equipment.



3. Leasing Proposal continued

STANDARD FEATURES

Regardless of which financing plan you select, HPFS works with you to create a financial solution to meet your needs. We know that "one size doesn't fit all." HPFS offers:

- 100% Financing - Including non-HP equipment, services, installation and more.
- Flexible Payment Structures - Monthly, quarterly, semi-annual or annual payment structures available.
- Add-ones/Upgrades – Equipment additions may be made to the lease at later dates, subject to HPFS approval, at the then prevailing rates.
- Documentation – Our documents conform with, and are governed by, the laws of your state. Transactions involving a Tax-Exempt Installment Sale or a Tax-Exempt Tech Refresh may require the Lessee to complete and execute an original Form 8038-G or 8038-GC, as applicable.
- Non-appropriation Clause – Although the lease is non-cancelable in all other respects, it includes a provision that enables states and their political subdivisions to terminate the financing and return the equipment if sufficient funds are not appropriated and budgeted or are not otherwise available.
- Lifecycle management services – HPFS offers a variety of services to help you transition from your existing technology, acquire and manage your new technology, and retire the technology assets when they are no longer needed. Ask about us about sale-leaseback, asset trade-ins, asset disposition, disc-wipe and logistical support services available from HPFS.



3. Leasing Proposal continued

Lessor: Hewlett-Packard Financial Services

Lease Plan/Type: Tax Exempt Installment (\$1.00 Buyout)

Lease Term/Term: 3 Years

Equipment: HP/PSG

Contract: State of MI Master Lease Contract w/HP Financial Services

3 Year Tax Exempt Lease Quarterly Payments					Lease Rate
			Total Extended	Quarterly Lease	
Product	Product Price	Quantity	Price	Payment	
3115m Notebook w/3 Year 9x5xNBD, ADP & Battery	\$ 565.00	10,000.00	\$ 5,650,000.00	\$ 490,646.00	2.57'
Sleeve Case w/Shoulder Strap	\$ 25.00	10,000.00	\$ 250,000.00	\$ 21,710.00	2.57'
Help Desk Services	\$ 134.00	10,000.00	\$ 1,340,000.00	\$ 116,365.60	2.57'
TOTAL			\$ 7,240,000.00	\$ 628,721.60	

*First payment is due 90 days after delivery.

Rate Expiration: The lease pricing in this proposal is fixed through July 30, 2012. Lease Acceptance must be executed, dated and returned on or by this date.

Taxes/Maintenance: Lessee shall be responsible for any and all taxes, fees, maintenance, insurance registration and other fees and charges relating to the purchase, lease, ownership possession and use of the equipment.

Addition: Additions can be financed/leased for a term equal to the remainder of the original term, at then prevailing interest rates, and subject to credit approval.

Escrow Account: If necessitated by the project implementation schedule, the proceeds of the financing will be deposited in an escrow account established with a mutually acceptable bank or trust company (the "Escrow Agent"). The Escrow Agent will administer the investment of the escrow funds during the project implantation period, as directed by Lessee, and as defined by relevant law and the Escrow Agreement. Any interest earned on such investments shall be for the benefit of Lessee and may be used for project costs.

Escrow Agent: N/A



3. Leasing Proposal continued

OFFER SUBJECT TO CREDIT APPROVAL: This proposal is subject to formal credit review and approval by HPFS and the execution and delivery of a lease agreement and related documents mutually acceptable to all parties. Such documentation may include terms and conditions or other matters that are not specifically covered by or made clear in this proposal. The resulting lease documents, not this proposal or any request to which it is responsive, shall govern the contractual relationship between the Lessor and Lessee. This proposal should not be construed as a commitment.

HPFS trusts you find the above proposal acceptable to your needs. If you have any questions concerning the proposal or parts thereof please contact me. In addition, please let me know if you would like us to present alternative terms and pricing.

HP Financial Services looks forward to having the opportunity to serve you.

Sincerely,

HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

Sam Natale
Financial Area Manager, Public Sector
708-974-3621
sam.natale@hp.com



B



invent

SHOPPING CART

Today's Date : 7/12/2012 9:23:21 PM

Contract: MI - REMC (WSCA/NASPO) (HP-WSCA-09)

Product availability and product discontinuation are subject to change without notice. The prices in this shopping cart are valid for 30 days from the date above. If you do not wish to place this order electronically, please include this form when submitting your purchase order.

Show address and comment fields. Use the File - Print option to print this form for your future reference.

Items/description	Part no	Unit price	Qty	Ext price
HP ProLiant DL380p Gen8 Server	Base	\$6,573.65	15	\$98,604.75
		\$6,573.65		
HP ProLiant DL380p Gen8 Server	665554-B21			
Intel® Xeon® E5-2609 (2.40GHz/4-core/80W)	662252-L21			
HP 32GB (4x8GB) Dual Rank x4 PC3-12800R Memory	690802-32G			
Intel® Xeon® E5-2609 (2.40GHz/4-core/80W)	662252-B21			
HP 32GB (4x8GB) Dual Rank x4 PC3-12800R Memory	690802-32G			
Server management				
Integrated Lights Out 4 (iLO 4) Management				
Storage controller				
HP Smart Array P420i/Zero Memory Controller				
HP 146GB 6G SAS 15K rpm SFF (2.5-inch) SC Enterprise	652605-B21			
3yr Warranty Hard Drive				
HP 146GB 6G SAS 15K rpm SFF (2.5-inch) SC Enterprise	652605-B21			
3yr Warranty Hard Drive				
HP 600GB 6G SAS 10K rpm SFF (2.5-inch) SC Enterprise	652583-B21			
3yr Warranty Hard Drive				
HP 600GB 6G SAS 10K rpm SFF (2.5-inch) SC Enterprise	652583-B21			
3yr Warranty Hard Drive				
HP 600GB 6G SAS 10K rpm SFF (2.5-inch) SC Enterprise	652583-B21			
3yr Warranty Hard Drive				
HP 512MB FBWC for P-Series Smart Array	661069-B21			
HP Slim 12.7mm SATA DVD-RW Optical Drive	652235-B21			
HP Ethernet 1GbE 4-port 331FLR Adapter	684208-B21			
2 HP 750W Common Slot Gold Hot Plug Power Supplies	512327-2PS			
HP 2U SFF Gen8 Rail Kit	663478-B21			
Warranty				
HP Standard Limited Warranty - 3 Years Parts and on-site Labor, Next Business Day				
HP Care Pack, 5 Years, 4 Hours, 24x7, ProLiant DL380	U8084E	\$2,048.00	15	\$30,720.00
		\$2,048.00		

Subtotal: \$129,324.75