

Approved February 7, 1991
Date

MINUTES OF THE House COMMITTEE ON Computers, Communications & Technology

The meeting was called to order by George Dean
Chairperson

7:30 a.m./~~p.m.~~ on February 6, 1991 in room 529-S of the Capitol

All members were present except:

Committee staff present: Norman J. Furse, Revisor of Statutes
Julian Efird, Research
Mary Valdivia, Committee Secretary

Conferees appearing before the committee: Emil Lutz, Dir. Legislative Adm. Services
David Larson, Dir., Information System

Emil Lutz was introduced by Chairman Dean and he continued presentation.

Discussion followed on Apple Government Purchase Agreement (Attmt. #1). It was explained that this document is a goodwill intent, and not a binding contract.

Old equipment, if operable, is utilized by other offices. Do have a LCC policy, procedure, as to where old machines go when replaced by new equipment. DISC is charged with relocating the more expensive equipment among state agencies.

Macintosh equipment is bought from Macintosh, with service from a local vendor. Computerland is service representative here in Topeka.

Survey Results of House of Representatives and Senate done in September 1989 (Attmt. #2), was passed out and discussion followed.

State Contract Comparison Apple Contract 27285 and Memorex Contract 27489, (Attmt. #3), was passed out and discussion followed.

Articles from WOLFtracks on Benchmark Tests of Macintosh PC's passed out (Attm. #4).

Minutes of February 5, 1991, meeting reviewed and adopted as submitted.

Meeting adjourned 8:30 AM.

Room 511-S, Statehouse
Topeka, Kansas 66612-1587
Phone: (913) 296-2391



EMIL LUTZ
Director

Jan. 2, 1991

Gregg Yowell
Apple Computer Inc.
7101 College Blvd.
Suite 910
Overland Park, Ks 66210

Dear Gregg,

I am returning the Apple Government Purchase Agreement. Emil has signed it and I have attached the State's DA-146a form.

Hope your holidays were wonderful.

Sincerely,

Dave Larson

CCT
2-6-1991
Attmt # 1



Government Purchase Agreement

Apple Computer, Inc.

Apple Computer, Inc.

Government Purchase Agreement

THIS AGREEMENT is made between Apple Computer, Inc., a California corporation with its principal place of business at 20525 Mariani Ave, Cupertino, California 95014 (hereinafter referred to as "APPLE"), and

State of Kansas Legislature

(hereinafter referred to as "PURCHASER"), to establish procedures, terms and conditions for the purchase from time to time of Apple Products from APPLE by PURCHASER and its related governmental institutions. This is an AGREEMENT OF CONVENIENCE only and neither financially binds PURCHASER nor otherwise obligates it to purchase any Apple Products at any time.

1. Eligibility Statement. APPLE shall sell Apple Products according to the procedures and on the terms and conditions set forth in this Agreement to applicable state and local governmental agencies, including, without limitation, special districts, port authorities, municipalities, townships, and cities, and eligible* not-for-profit 501(c)(3) organizations.

PURCHASER customer type is:

(Please initial one)

- | | |
|--|---|
| <input checked="" type="checkbox"/> State Agency or Department (with or without tax exempt status) | <input type="checkbox"/> Municipality (with or without tax exempt status) |
| <input type="checkbox"/> County Agency or Department (with or without tax exempt status) | <input type="checkbox"/> Township (with or without tax exempt status) |
| <input type="checkbox"/> Special District (with or without tax exempt status) | <input type="checkbox"/> City (with or without tax exempt status) |
| <input type="checkbox"/> Port Authority (with or without tax exempt status) | <input type="checkbox"/> Not-For-Profit 501(c)(3) Organizations* |

*List of eligible IRS 501(c)(3) primary activity codes can be found on the reverse side of this agreement.

2. Term. The term of the Agreement shall be ONE (1) YEAR from the date it is signed by a duly authorized representative of APPLE unless it is earlier terminated by either party, at any time and without cause, by the giving of THIRTY (30) DAYS written notice to the other.

3. Products. During the term of this Agreement and subject to its terms and conditions, Apple agrees to sell to each PURCHASER hereunder those products set forth on the APPLICABLE State and Local Government Product Price list as modified from time to time by APPLE. SUCH PRODUCTS SHALL BE FOR PURCHASER'S OWN USE AND SHALL NOT BE PURCHASED HEREUNDER FOR THE PURPOSE OF RESALE.

4. Price. The price for Apple Products purchased or licensed under this Agreement shall be as set forth on the APPLICABLE State and Local Government Product Price list in effect on the date of receipt by APPLE of PURCHASER's order.

Prices are quoted exclusive of all local sales and use taxes, duties and other imposts due on account of the purchases hereunder. PURCHASER hereby expressly agrees to pay over to APPLE all such amounts for deposit as may be required of APPLE by law.

5. Terms of Sale. Purchase orders shall be binding only after submission to and acceptance by APPLE at an Apple Support Center. Any term or condition set forth on any order or other document submitted by purchaser which is inconsistent with any term or condition of the Agreement shall be of no force or effect whatsoever.

Product ordered from APPLE will be invoiced to the ordering PURCHASER upon shipping. Payment for all orders placed shall be due and payable within THIRTY (30) DAYS of invoice.

All orders hereunder are shipped F.O.B. APPLE'S shipping location best way by common carrier, minimum insurance, unless otherwise directed by PURCHASER in writing. PURCHASER shall pay all transportation and insurance which will appear as a separate line item on PURCHASER'S invoice. APPLE will endeavor to ship according to PURCHASER'S requested schedule, but cannot be liable for failure to do so or for delay caused by forces beyond APPLE'S control.

6. Orientation and Training. APPLE shall provide basic user orientation and training for all Apple Products acquired hereunder in accordance with guidelines published by APPLE and generally in effect from time to time. Whenever practical, such orientation and training may be performed on APPLE'S behalf at each Purchaser location by one or more authorized Apple dealers or by a national third party service company as PURCHASER shall specify on each purchase order submitted to APPLE. PURCHASER shall certify receipt of orientation and training upon the acknowledgement form used by APPLE from time to time for such purposes. (Classes, seminars, shop and on-site repair, and any other additional services are not covered under the terms of this Agreement and must be negotiated separately.)

7. Limited Warranty. All products provided by APPLE to PURCHASER hereunder shall be free from manufacturing and material defects for NINETY (90) DAYS from the date of delivery. Provided PURCHASER notifies APPLE of any such defect in writing received by APPLE within NINETY (90) DAYS from the date of delivery. APPLE shall, at its option and expense, either (a) repair the defective product, (b) replace the defective product, or (c) accept prompt return of the defective products and does not cover products which have been modified or which have been subject to unusual physical or electrical stress.

APPLE MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO PRODUCTS OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN. No Apple dealer, agent or employee is authorized to make any modification, extension or addition to this warranty. Unless unenforceable or unlawful under applicable law, ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY. THE LIABILITY OF APPLE, IF ANY, FOR DAMAGES RELATING TO ANY ALLEGEDLY DEFECTIVE PRODUCT SHALL UNDER ANY LEGAL THEORY BE LIMITED TO THE ACTUAL PRICE PAID FOR SUCH PRODUCT AND SHALL IN NO EVENT INCLUDE INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, EVEN IF APPLE IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

Some states do not allow the limitation of implied warranties or liability for incidental, consequential, special or indirect damages, so the above limitation may not always apply. This warranty gives PURCHASER specific legal rights, and PURCHASER may also have other rights which vary from state to state.

8. **Software License.** APPLE grants PURCHASER a nontransferable, nonexclusive license to use computer programs ("software") contained on the media purchased under this Agreement. APPLE retains title to all such software. Unless PURCHASER obtains APPLE'S prior written consent, PURCHASER shall not copy the software, except for backup or archive purposes, and PURCHASER shall promptly affix to any such copy the same proprietary information and copyright notice as was affixed to the original.

9. **Patent, Copyright and Trademark Indemnity.** APPLE agrees to defend, indemnify and hold STATE and PURCHASER harmless from any and all losses, damages, liabilities, costs and expenses (including but not limited to attorney's fees) incurred by the STATE or any PURCHASER as a result of any judgment or proceeding against STATE or any PURCHASER in which it is determined or alleged that the use of any Apple Product sold by APPLE infringes any patent, copyright, trademark, trade secret or other proprietary or contractual right of any third party, provided that the STATE and any PURCHASER seeking such indemnification promptly notifies APPLE of any such claim or proceeding in writing, tenders to APPLE the right to defend or settle such claim or proceeding at its expense, and cooperates with APPLE in defending or settling any such claim or proceeding.

APPLE shall have no liability for claims based on the use of Apple Products that have been modified, used in combination with other products or not manufactured by Apple.

10. **Limitation of Liability.** IN NO EVENT SHALL APPLE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES.

11. **Notices.** All notices, requests, demands, and other communications given or to be given under this Agreement shall be in writing and shall be deemed to have been duly given when served if served personally, or on the second day after mailing if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to the party to whom notice is to be given as set forth below.

If to APPLE: Apple USA Law Dept. - M S 36T
Apple Computer, Inc.
20525 Mariani Avenue
Cupertino, CA 95014

With a copy to: Apple Regional Sales Office
Government Sales Representative _____
APPLE COMPUTER, INC.
Address _____
City/State/Zip _____

If to PURCHASER: Purchaser's Name David Larson
Address 511 South State Capitol Building
City/State/Zip Topeka Ks 66612
Phone Number 913 296 2391

(In the event that any notice address is not properly provided in this paragraph, then any required notice may be directed to the applicable party's address as first stated above.)
Either party may change its address for purposes of notice by giving written notice to the other party in accordance with this paragraph.

12. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of PURCHASER'S state.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and the purchases and sales contemplated hereunder, and any written or oral agreements heretofore existing between the parties or modifications to this Agreement (including any of the terms of any purchase order documentation of PURCHASER) shall be of no force or effect as regards the subject matter hereof unless incorporated herein by writing signed by both parties specifically referencing this paragraph.

IN WITNESS WHEREOF, the parties to this Agreement execute it through their representatives duly authorized.

PURCHASER APPLE COMPUTER, INC.
By: Emil Lutz By: _____
Title: Director, Legislative Services Title: _____
Date: _____ 19 _____ Date: _____ 19 _____

For each customer ordering under this contract, the Government Authorized Dealer named as the installing dealer on the first purchase order of this contract to Apple Computer, Inc. will become your installing dealer unless changed in subsequent purchase orders or in writing to Apple. Therefore, if subsequent purchase orders do not specify an installing dealer, Apple Computer will use the Government Authorized Dealer named on your first purchase order. This installing dealer can be changed at any time by contacting your local support center.

ATTENTION Not-For-Profit 501c(3) Organizations ONLY.

- You are eligible if the IRS 501c(3) primary activity code on your IRS 1023 Form is included in the list below.
As an eligible not-for-profit 501c(3) organization purchaser, your purchases must be made from the applicable State and Local Government 501c(3) Confidential Price List. Contact your local Apple State and Local Government Account Executive or your local Apple Government Authorized Dealer for the applicable price list.
- You are not eligible if the IRS 501c(3) primary activity code on your IRS 1023 Form is not included in the list below.
- Special Ordering Instructions for Not-For-Profit 501c(3) Organizations:
PURCHASERS known as eligible not-for-profit 501c(3) organizations must submit the following documents with their initial customer purchase order:
 - Signed Apple Government Purchase Agreement
 - Completed purchase order (with installing dealer and correct pricing)
 - A photocopy of page one of your IRS 1023 FORM (to verify your eligible primary activity code)
 - A photocopy of 501c(3) IRS Certification to verify your tax exempt status

ELIGIBLE IRS 501c(3) PRIMARY ACTIVITY CODES

001 MUSEUM, ZOO, PLANETARIUM	382 HOUSING FOR THE AGED
001 LIBRARY	398 INSTRUCTION AND GUIDANCE ON HOUSING
002 HISTORICAL SITE, RECORDS OR REENACTMENT	399 OTHER HOUSING ACTIVITIES
003 MONUMENT	400 AREA DEVELOPMENT, REDEVELOPMENT OR RENEWAL
005 FAIR	402 OTHER ACTIVITY AIMED AT COMBATING COMMUNITY DETERIORATION
008 COMMUNITY THEATRICAL GROUP	404 COMMUNITY PROMOTION
009 SINGING SOCIETY OR GROUP	405 LOANS OR GRANTS FOR MINORITY BUSINESSES
000 CULTURAL PERFORMANCES	406 CRIME PREVENTION
001 ART EXHIBIT	407 VOLUNTARY FIREMEN'S ORGANIZATION OR AUXILIARY
002 LITERARY EXHIBIT	408 COMMUNITY SERVICE ORGANIZATION
003 CULTURAL EXCHANGES WITH FOREIGN COUNTRY	429 OTHER INNER CITY OR COMMUNITY BENEFIT ACTIVITIES
119 CULTURAL OR HISTORICAL ACTIVITIES	430 DEFENSE OF HUMAN AND CIVIL RIGHTS
120 PUBLISHING ACTIVITIES	431 ELIMINATION OF PREJUDICE AND DISCRIMINATION
121 RADIO OR TELEVISION BROADCASTING	432 LESSEN NEIGHBORHOOD TENSIONS
122 PRODUCING FILMS	439 OTHER CIVIL RIGHTS ACTIVITIES
154 HEALTH CLINICS	400 PUBLIC INTEREST LITIGATION ACTIVITIES
155 RURAL MEDICAL FACILITY	461 OTHER LITIGATION OR SUPPORT OF LITIGATION
156 BLOOD BANK	462 LEGAL AID TO INDIGENTS
160 AID TO THE HANDICAPPED	481 VOTER INFORMATION ON ISSUES OR CANDIDATES
161 SCIENTIFIC RESEARCH (DISEASES)	482 VOTER EDUCATION (MECHANICS OF REGISTERING, VOTING)
162 OTHER MEDICAL RESEARCH	500 SUPPLYING MONEY, GOODS OR SERVICES TO THE POOR
165 COMMUNITY HEALTH PLANNING	563 MARRIAGE COUNSELING
166 MENTAL HEALTH CARE	564 FAMILY PLANNING
200 CHAMBER OF COMMERCE, BUSINESS LEAGUE	565 CREDIT COUNSELING AND ASSISTANCE
326 CARE AND HOUSING OF CHILDREN (ORPHANAGE)	566 JOB TRAINING, COUNSELING OR ASSISTANCE
327 PREVENTION OF CRUELTY TO CHILDREN	567 DRAFT COUNSELING
328 COMBAT OF JUVENILE DELINQUENCY	568 VOCATIONAL COUNSELING
349 OTHER YOUTH ORGANIZATION OR ACTIVITIES	569 REFERRAL SERVICE (SOCIAL AGENCIES)
350 PRESERVATION OF NATURAL RESOURCES (CONSERVATION)	572 REHABILITATING CONVICTS OR EX-CONVICTS
351 COMBATING OR PREVENTING POLLUTION (AIR, WATER, LAND)	573 REHABILITATING ALCOHOLICS, DRUG ABUSERS, COMPULSIVE GAMBLERS
352 LAND ACQUISITION FOR PRESERVATION	575 SERVICE FOR THE AGED
353 SOIL OR WATER CONSERVATION	600 COMMUNITY CHEST
354 PRESERVATION OF SCENIC BEAUTY	603 NON-FINANCIAL SERVICES OR FACILITIES TO OTHER ORGANIZATIONS
355 WILDLIFE SANCTUARY OR REFUGE	902 EMERGENCY OR DISASTER AID FUND
379 OTHER CONSERVATION, ENVIRONMENTAL OR BEAUTIFICATION ACTIVITIES	903 COMMUNITY TRUST OR COMPONENT
380 LOW INCOME HOUSING	905 TESTING PRODUCTS FOR PUBLIC SAFETY
381 LOW AND MODERATE INCOME HOUSING	906 CONSUMER INTEREST GROUPS

Apple USA Law Department - M/S 36T
Apple Computer, Inc.
20525 Manani Avenue
Cupertino, California 95014
(408) 996-1010
TLX 171-576



Equipment Purchase Planner

Apple Computer, Inc.

Apple Master Contract Enclosed GPA State Contract/Bid _____Agency/Department Name State of Kansas Legislature

Corporate Customer Number _____

Eligible Purchasers Same as above See attached list New Renewal

Agency/Department shall purchase systems (below) and products in accordance with following quantity cumulative milestones which shall total a commitment amount allowing purchases at a stated APPLE STEP Pricing Level

TOTAL COMMITMENT \$ 400,001 or more (Minimum \$100,000)

The total dollar amount above must be fulfilled within 12 months of the sign date by Apple, or by the expiration date of the State Contract.

APPLE COMPUTERS	PART #	UNITS PURCHASED IN EACH CONTRACT MONTH												Total Qty	Price Per Unit	Total Dollar Amount	
		1	2	3	4	5	6	7	8	9	10	11	12				
(Name of System)																	
Mac II si	M03634/A														73	2452.24	179013.52
Mac SE/30 w/Ext Keybd	B00614/B														67	2248.23	150631.41
mono monitor	M0400														73	212.44	15508.12
Laserwriter SC	B03264/A														17	1318.49	22414.33
Laserwriter II	M6210														114	3013.54	343543.56
AppleShare PC boards	B00404/B														46	212.44	12223.58
Extended Key boards	M0312														73	162.70	11877.10
miscal cables etc															63		3055.35
APPLE PRINTERS																	
(Name of Printer)																	
OTHER APPLE PRODUCTS																	
(Name of Product)																	
Minimum single transaction order size shall be no less than \$5,000		3 Month Milestone 20% of total commitment amount (\$ _____)			6 Month Milestone 40% of total commitment amount (\$ <u>295306.79</u>)			9 Month Milestone 60% of total commitment amount (\$ <u>442460.18</u>)			12 Month Milestone 100% of total commitment amount (\$ _____)			Total Commitment Amount	738,266.97		

The price for Apple Products shall be the prices set forth in Apple's Government Price List or as otherwise stated in the VPA Addendum

All Apple products may be combined for total Milestone commitment quantity.

The terms and conditions of Apple Computer's Government Purchase Program Agreement and the amendments set forth in the Volume Purchase Amendment apply. In the event Agency/Department fails to meet any one of the aforementioned purchase milestones then the purchase price for Apple Products subsequently purchased shall be the price set forth in Apple's current Government Price List. There shall be no adjustment of price to the extent that Agency/Department fails to meet a milestone due to the inability of Apple to deliver product.

Delivery of Systems purchased shall be in accordance with Apple's current lead times

Customer Signature (same as VP Addendum) Emil Lutz date: _____

Apple Sales Representative Signature _____ date: _____

Link _____ Rep # _____ Area name _____ Area # _____



Addendum To Government Purchase Agreement *High Volume Purchaser*

Addendum to the Government Purchase Agreement entered into between Apple Computer, Inc. ("Apple") and State of Kansas legislature ("Purchaser") dated the ___ ___ day of _____, 19 ____.

In consideration of the mutual promises hereinafter set forth and set forth in the Agreement, the parties do hereby agree that, pursuant to Paragraph 13 of the Agreement, the terms and conditions shall be revised as follows:

1. Paragraph 4 of the Agreement, titled "Price," shall be revised to read:

Purchaser shall purchase from Apple, during the twelve (12) month term commencing upon the date of this Addendum, for delivery in accordance with Apple's then current lead times, no less than \$ _____ net of discount, worth of product. Prices shall be as set forth on the Government High Volume Price List in effect on the date of the receipt by Apple of Purchaser's order for the applicable quantity of product which Purchaser hereby commits to purchase.

Purchaser shall, unless agreed to otherwise, purchase no less than twenty percent (20%) of the product within the first three (3) months of the term, forty percent (40%) within the first six (6) months of the term, sixty percent (60%) within the first nine (9) months of the term, and the balance of the product prior to the expiration of the term. Purchaser has estimated its volume purchases utilizing the Equipment Purchase Planner worksheet, a complete copy of which is attached hereto. In the event the Purchaser shall fail to meet any of these purchase milestones, then the purchase price for products subsequently purchased shall be adjusted to reflect the prices set forth on Apple's Government Product Price List. Such adjustments of price for products subsequently purchased shall be the sole remedy of Apple for Purchaser's failure to meet the purchase milestones. There shall be no such adjustments of price to the extent that Purchaser fails to meet a milestone due to the inability of Apple to deliver product.

Prices are exclusive of all local sales and use taxes due on account of the purchases hereunder. Purchaser hereby expressly agrees to pay over to Apple all such amounts for deposit as may be required of Apple by law.

2. Notwithstanding the provisions of paragraph 5 of the Agreement, titled "Terms of Sale", minimum orders placed hereunder shall be FIVE THOUSAND DOLLARS (\$5,000) for Levels 4 or 5 as defined by Apple Government High Volume Price List. Purchaser shall specify one (1) location for delivery and one (1) address for invoicing, one (1) installing dealer, and one (1) check for remittance, per minimum order.

IN WITNESS WHEREOF, the parties have executed this Addendum through their representatives duly authorized.

PURCHASER

By: Emil Lutz

Title: Director, legislative Services

Date: _____

APPLE COMPUTER, INC.

By: _____

Title: _____

Date: _____



Addendum To Government Purchase Agreement *High Volume Purchaser*

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Purchaser shall, unless agreed to otherwise, purchase no less than twenty percent (20%) of the product within the first three (3) months of the term, forty percent (40%) within the first six (6) months of the term, sixty percent (60%) within the first nine (9) months of the term, and the balance of the product prior to the expiration of the term. Purchaser has estimated its volume purchases utilizing the Equipment Purchase Planner worksheet, a complete copy of which is attached hereto. In the event the Purchaser shall fail to meet any of these purchase milestones, then the purchase price for products subsequently purchased shall be adjusted to reflect the prices set forth on Apple's Government Product Price List. Such adjustments of price for products subsequently purchased shall be the sole remedy of Apple for Purchaser's failure to meet the purchase milestones. There shall be no such adjustments of price to the extent that Purchaser fails to meet a milestone due to the inability of Apple to deliver product.

Prices are exclusive of all local sales and use taxes due on account of the purchases hereunder. Purchaser hereby expressly agrees to pay over to Apple all such amounts for deposit as may be required of Apple by law.

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IN WITNESS WHEREOF, the parties have executed this Addendum through their representatives duly authorized.

PURCHASER

By: Emil Lutz

Title: Director, legislative Services

Date: _____

APPLE COMPUTER, INC.

By: _____

Title: _____

Date: _____

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto and executed by the parties to this agreement, are hereby incorporated in this contract and made a part hereof."

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ___ day of _____, 19__.

1. **TERMS HEREIN CONTROLLING PROVISIONS**

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. **AGREEMENT WITH KANSAS LAW**

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION**

If, in the judgment of the Director of Accounts and Reports, State Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **DISCLAIMER OF LIABILITY**

Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*)

5. **ANTI-DISCRIMINATION CLAUSE**

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and to not discriminate against any person who performs work hereunder, because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin or ancestry, or age; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such act by the Kansas Commission on Civil Rights, shall constitute a breach of the contract and it may be cancelled, terminated or suspended in whole or in part by the Director of Purchases, State Department of Administration.

Parties to this contract understand that subsections (b) through (e) of this paragraph number 5 are not applicable to a contractor who employs fewer than four employees or whose contract with this agency of the Kansas state government total less than \$5,000 during this fiscal year.

6. **ACCEPTANCE OF CONTRACT**

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **ARBITRATION, DAMAGES, WARRANTIES**

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. **REPRESENTATIVE'S AUTHORITY TO CONTRACT**

By signing this document, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this document on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **RESPONSIBILITY FOR TAXES**

The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **INSURANCE**

The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the state to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

Vendor/Contractor:

Agency Head/Authorized Representative:

Date Signature

Date *Emil Lutz* Signature

Title

Title

KANSAS STATE LEGISLATURE

DAVE LARSON

State Capitol—Room 511-S
Topeka, Kansas 66612-1565
Phone 913-296-2391



Director Computer Services

House Survey Results Sept 1989

	<u>#</u>	<u>%</u>
MSDOS	28	67%
Macintosh	3	7%
Apple	7	17%
Other	3	7%

41 have computers

76 Respondents

Senate

MSDOS 13

Mac 2

Other

1
16 have computers

28 Responses

TOTAL LEG. 124

CCT
2-6-91
Attmt # 2

State contract comparison Apple contract 27285 and Memorex contract 27489

Machine	microprocessor chip	speed MHz	RAM config Mb	hard disk	floppy disk	cost
MAC Classic	68000	8	1 to 4	40	400/800/1.4*	\$1179.43
MAC LC	68020	16	2 to 10	40	400/800/1.4*	\$1712.61
MAC LC color	68020	16	2 to 10	40	400/800/1.4*	\$1925.46
Model 7025**	80286	6/12.5	1 to 8	40	1.4	\$1936.80
Model 7045**	80286	8/16	1 to 8	40	1.4	\$2061.80
MAC SE/30	68030	16	1 to 128	40	400/800/1.4*	\$2248.23
Model 7035**	80386SX	8/16	1 to 16	40	1.4	\$2398.05
Model 7055**	80386SX	8/20	1 to 8	40	1.4	\$2531.80
Mac IIsi	68030	20	1 to 128	40	400/800/1.4*	\$2827.38
Model 7065**	80386DX	20	2 to 8	40	1.4	\$2934.80
Model 7255**	80386SX	16	2 to 8	40	1.4	\$3111.00
Model 7270**	80386DX	25	4 to 8	40	1.4	\$4551.50
Model 7075**	80386DX	33	4 to 8	40	1.4	\$5883.05

* Each Macintosh floppy disk drive will read & write 400K, 800K and 1.4M 3.5" diskettes. They will also read & write MSDOS 800K and 1.4M floppies.

** Memorex Telex MSDOS machines with mouse, Windows, and color. From State contract number 27489 issued Jan. 1, 1991

This is somewhat of an "Apples & Oranges" comparison considering the many other features of each machine. However the information is provided to illustrate the price rankings.

CCT
2-6-1991
Attmt #3

Benchmark Tests for New Macintosh Computers

A study by an independent third-party company indicates that new Macintosh® products from Apple Computer deliver better price-performance than every IBM and Compaq PC tested running Windows 3.0!

Who Did the Testing?

Ingram Laboratories, a subsidiary of the computer distribution company Ingram Micro D, is a leading PC-testing company. Its clients include AST, Epson, NEC, Hewlett-Packard, Intel, and IBM.

What Was Tested?

Ingram Laboratories performed benchmarks comparing the Macintosh product line with competitive machines from IBM and Compaq. Ingram ran many different tests for seven applications: PowerPoint, Wingz, Excel, Microsoft Word, PageMaker, Omnis, and HyperCard/Toolbook. Except for HyperCard, the applications tested are available in versions for both the Macintosh and Windows 3.0.

The applications tested were selected because they were the only ones shipping at test time that run on both Windows 3.0 and the Macintosh computer.

How Were the Tests Conducted?

Ingram created a series of real-world tasks for each application tested, then measured the amount of time required to complete each one. The entire family of Macintosh computers were tested against Windows-compatible PCs from IBM and Compaq. The results were summarized by totaling the time each machine took to run all the tests for all the applications. All color-capable machines were run in 4-bit mode; the 386DX systems included a floating point coprocessor. The Macintosh Plus used a 20 megabyte external drive.

The Results

In general, the tests show that Macintosh systems are faster than comparably-configured PC compatibles running Windows 3.0. Here are some key findings from Ingram's overall results:



- The Macintosh IIx computer came in ahead of every other machine.
- The Macintosh IIsi came in substantially faster than much more expensive IBM and Compaq systems, based on the Intel 80386 running at 25 megahertz (MHz), and the Macintosh IIsi was almost as fast as a top-end 33 MHz 80386 machine.
- The Macintosh LC was about the same speed as a 20 MHz 386 system, for less than half the price.
- The Macintosh Classic® was much faster than 286-based computers costing much more.

This is outstanding performance, particularly for entry-level machines. Specific test results are available at Wolf Computer.

Putting the Benchmarks in Perspective

The performance benchmarks confirm that the unified architecture of the Macintosh computer, in which the hardware and operating system are designed together from the chips up, produces better performance than a graphical interface grafted on top of an existing operating system. This unified architecture also produces other advantages:

- Because the architecture of Macintosh is modular, Macintosh customers get powerful new technology faster and with less disruption. For example, the Macintosh computer can treat multiple monitors as a single large screen; the SCSI connector lets you plug in peripherals without adding boards; the SuperDrive™ disk drive can read IBM, Macintosh, and Apple® II disks; and the Macintosh sound architecture makes voice mail practical today.
- Because the Macintosh was designed from the start for networking, it's easier to set up a local area network to share

files and printers, as well as provide for connectivity to other computing environments, such as DEC™, IBM, OSI, and TCP/IP.

- Because of on-going efforts with third-party developers and the interface tools built into the Macintosh computer, products from Apple Computer have a significantly larger base of consistent graphically-based programs than the rest of the PC industry combined.
- Because the Macintosh architecture was designed to grow, all Macintosh owners, even buyers of the original Macintosh computer with 128 megabytes of memory—have a clear growth path to System 7.0 and beyond. By contrast, users of the DOS “standard” face a confusing migration to Windows and/or OS/2—neither of which, according to industry analysts, will run at acceptable speeds on most of the PC installed base.

Benchmark tests are just a starting point, and we encourage our customers to try their own tests. (Of course, performance can vary depending on the configuration of a machine, the software being tested, and the tasks the user is performing.) You should base a buying decision not only on the price-performance advantage of the Macintosh, but on the full range of a computer's capabilities—buy the one that can do the most for you, both today and in the future.

Come into Wolf Computer today and talk with one of our Apple specialist to find the system that best fits your needs.

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Authorized Dealer

New Wolf Newsletter debuts this month

WOLF EDUCATOR

If you are a part of our valuable education community, from the grade school to graduate level, you should be receiving the premiere issue of the Wolf Educator Support Newsletter this month. Please let us know if you would like to be added to our mailing list of teachers, administrators and other personnel, by contacting Ken Tarquinio, ED Specialist, at Wolf Computer 408 354-1210.

CCT
2-6-1991
attmt #4

product marketing. While the Classic may seem a bit antiquated, it is almost half the street price of the Macintosh SE. Also, the Classic will be a strong contender for users looking for low-cost data entry workstations. This little box will make it possible for Apple to get back into the home market, where cost of entry is the single most important element.

Under the hood, the Macintosh Classic is in many ways more innovative than its plain exterior would indicate. While it runs only a fraction faster than the Macintosh SE, which the Classic will be replacing along with the Macintosh Plus, the main logic board has been redesigned. The board is about half the size of an SE logic board, showing off some of Apple's newfound skills in downscaling technologies. The board is also missing the Processor Direct

(Continued on page 78)

in strategy

is much lighter. The IIsi is also bigger than the IIsi, formerly Apple's flagship color system, which was discontinued shortly after its younger sibling's debut. The IIsi is available in two configurations: a model with 2MB of RAM and a 40M-byte hard disk is priced at \$4,569, while the other comes with 1MB of RAM and an 8M-byte hard disk for \$4,569. The mouse and keyboard are optional. Considering margins as high as 42 percent off street price, the IIsi should have prices that will put Apple on a par with high-end personal-computer clones for the first time in its history. According to Ingram Micro Laboratories division "real-world" benchmarks, the IIsi with floating-point processor runs one-third of a minute slower than a Pentium running a series of computer tasks in seven standard ap-

(Continued on page 80)

BY ANDREW GORE
San Jose, Calif.

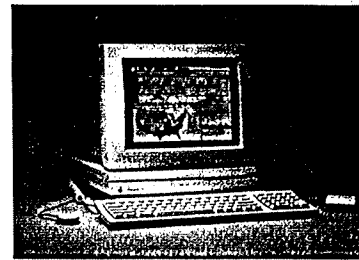
It is slim and sexy; it keeps a low profile but gives you the most bang for the buck. It is the Macintosh LC, which of the three new machines, will probably hook more new users on the Macintosh experience.

The LC is a radical departure in design for Apple Computer Inc. The slim "pizza box" case is barely two-inches high, yet it contains more power and features than the overweight-by-comparison Mac II.

MAGIC OF MINIATURIZATION

Flip the top up on the LC and inside you will see the tiny logic board displaying the magic of miniaturization as all of Apple's new Macintoshes do. The CPU is a 16MHz 68020

Macintosh LC computer:



- Expansion: One 020 processor direct slot
- Maximum RAM, 10M bytes

which, according to Ingram Laboratories, a division of Ingram Micro D, outpaced a 20MHz IBM Model 70 in a series of "real world" computing tasks.

The board also contains a low-voltage 020 Processor Direct Slot. The PDS opens many possibilities for expansion, including adding a 68030, which will bring the LC into full compliance with System 7.0 requirements for virtual memory. It will also accept the low-cost Apple Ethernet card and the Apple IIe emulation card that will ship in the first quarter of 1991.

The LC comes with 2M bytes of RAM soldered to the motherboard and also has two empty SIMM slots, making it possible to upgrade the machine's RAM to 4M bytes with 1M-byte SIMMs or 10M bytes with 4M-byte SIMMs.

The board also has an 8-bit

(Continued on page 79)

BENCHMARKING THE NEW MACS VS. WINDOWS

Comparison of the average time it took the new Macintoshes to complete a series of "real-world" computer tasks as compared to the time it took comparable PCs running Windows 3.0 to complete the same tasks.

SYSTEM	TOTAL TIME IN MINUTES*	SRP
Mac IIsi (with floating point processor)	11.6	\$5,142
IBM Model 70 486 (25MHz CPU)	12.0	\$15,004
Mac IIsi	13.4	\$4,897
Compaq 386/25e	15.2	\$10,966
Mac LC	18.7	\$3,098
IBM Model 70 386 (20MHz CPU)	19.7	\$9,504
IBM Model 70 386 (16MHz CPU)	24.6	\$8,804
Compaq 369s (386SX@16MHz)	25.9	\$4,767
IBM Model 55SX (16MHz CPU)	28.7	\$4,614
Mac Classic (2/40)	32.9	\$1,499
IBM Model 50z (286@10MHz)	37.1	\$4,014
Compaq 286e (12MHz)	37.9	\$4,667
IBM Model 30-286 (10MHz)	44.5	\$3,564

Note: Applications used for testing purposes were Powerpoint, Wingz, Excel, Word, PageMaker and Omnis.*

*Based on time it took each machine to run all tests for all applications.

Source: Ingram Laboratories, a division of Ingram Micro D

Suggested Retail Price

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The Results

In general, the tests show that Macintosh systems are faster than comparably-configured PC compatibles running Windows 3.0. Here are some key findings from Ingram's overall results:

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- The Macintosh IIsi came in substantially faster than much more expensive IBM and Compaq systems, based on the Intel 80386 running at 25 megahertz (MHz), and the Macintosh IIsi was almost as fast as a top-end 33 MHz 80386 machine.
- The Macintosh LC was about the same speed as a 20 MHz 386 system, for less than half the price.
- The Macintosh Classic® was much faster than 286-based computers costing much more.

This is outstanding performance, particularly for entry-level machines. Specific test results are shown in the following table:

System Tested	Total Time (in minutes)	Suggested Retail Price (U.S. only)
Macintosh IIfx	8.1	\$11,745
Compaq 486/25	9.7	15,067
Macintosh IIsi (5MB)	10.9	8,196
Compaq 386/33	11.4	13,166
Macintosh IIfx	11.5	8,445
Macintosh IIsi, RGB (w/FPU)	11.6	5,146
IBM Model 70 486 (25 MHz)	12.0	13,504
Macintosh IIsi, RGB	13.4	4,897
Compaq 386/25e	15.2	8,863
IBM Model 70 386 (25 MHz)	15.4	11,404
Macintosh SE/30	17.4	4,498
Macintosh LC	17.6	3,338
Compaq 386/20e	17.8	7,166
IBM Model 70 386 (20 MHz)	19.7	8,454
IBM Model 70 386 (16 MHz)	24.6	7,704
Compaq 386s (386sx@16 MHz)	25.9	4,267
IBM Model 55sx (16 MHz)	28.7	4,614
Macintosh Classic (2/40)	32.9	1,499
Macintosh SE	33.5	3,098
IBM Model 50z (286@10 MHz)	37.1	3,864
Compaq 286e (12 MHz)	37.9	4,667
Macintosh Plus	40.9	2,498
IBM Model 30-286 (10 MHz)	44.5	3,464

Note: Prices listed are suggested retail prices for fully-configured machines (includes mouse, Windows, etc.) according to DataQuest SpecCheck and International Data Corporation (IDC), as of October 10, 1990.