

DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
3771 Eastwood Drive
Jackson, Mississippi 39211
(601) 432-8000

INVITATION: Sealed bids, subject to the conditions herein stated and attached hereto, will be received at this office **until 3:00 p.m. Central Time on Thursday, July 2 , 2015**, and then publicly opened for furnishing the services as described below for the Mississippi Department of Information Technology Services.

DESCRIPTION

For the acquisition of maintenance for various Centrex Customer Provided Equipment (CPE) for the Mississippi Department of Information Technology Services:

Bidder Information

Attachment A: Bid Form and Specifications

Attachment B: Reference Form

Attachment C: Standard Contract

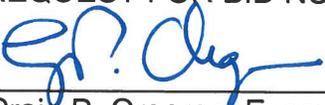
Attachment D: Exception Summary Form

Bidder must submit bid and attachments to:

Attn: Paula Conn
Technology Consultant
Dept. of Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8046

To prevent opening by unauthorized individuals, your bid should be placed in a sealed envelope and plainly identified as follows:

SUBMITTED IN RESPONSE TO REQUEST FOR BID NUMBER 3794.



Craig P. Orgeron, Executive Director

**REQUEST FOR BID
BIDDER INFORMATION
PROJECT 42089**

This document contains general information for bidders responding to a Request for Bid issued by the ITS.

I. Miscellaneous Conditions and Information

1. Bidders are expected to examine all documents, forms, specifications, standard provisions and all instructions. Failure to do so will be at the bidder's risk.
2. Any bid not received in writing at this office by the date and time specified will be declared a late bid. The State will not be responsible for any delays in delivery. It is solely the responsibility of the bidder that bids reach the opening on time. Any bid received after closing time will be returned unopened.
3. Bids or alterations by fax, e-mail or phone will not be accepted.
4. All bid openings are open to the public. The ITS staff will read the name of bidder responding.
5. All disclosures of bid information to interested parties will be made in compliance with ITS policies and procedures established in accordance with the Mississippi Public Records Act of 1983 defined in Section 25-61-1 et seq. of the Mississippi Code.
6. No negotiations, decisions, or actions shall be executed by any bidder as a result of any discussions with any state employee. Only transactions which are in writing from ITS may be considered official.
7. ITS reserves the right to reject any and all bids and to waive any defect or informality in any bid or bid procedure.
8. Bidder must provide three (3) verifiable references for projects with similar size and scope. Required information includes name, address, telephone number, and length of time the account has been a reference. A Reference Form for providing reference information is included in Attachment B. The Bidder must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Bidder intercession. Failure to provide this information in the manner described may subject the Bidder's proposal to being rated unfavorably relative to these criteria or disqualified altogether at the State's sole discretion.

References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:

- The reference installation product/service must be configured similarly or identically to this RFB; and
 - The reference installation must have been operational for at least six (6) months.
9. All bid material submitted in writing shall become the property of the State.
 10. Expenses for the development and delivery of bids are entirely the responsibility of the bidder and shall not be chargeable to the State.

II. Format and Content of Bid

1. The Bidder is required to submit three (3) identical copies of his bid.
2. The Bidder should note that original signatures are required on each copy of the bid.
3. The Bidder must complete all forms included in this RFB in their entirety.
4. The State reserves the right to reject bids from bidders who submit incomplete bids.

III. Clarifications and Updates After the Bid Opening Date and Time

Bid clarifications and updates submitted after the bid opening date and time will be accepted or rejected at the sole discretion of ITS. ITS will accept no price increases for a 90-day period after the bid opening. However, the State will always take advantage of price decreases. ITS will consider updates in the evaluation and selection of lowest and best bid only if: (a) The update provided is in effect nationally and has been publicly announced; and (b) the update is received early enough in the evaluation process to allow adequate time for re-evaluation. Bidders must follow the procedure outlined below in submitting updates to bids:

1. The Bidder must submit a statement outlining the circumstances under which he is submitting a clarification or update to the original bid.
2. The Bidder must submit updates in three (3) copies and in the format of the specifications of only those pages in the bid document that should replace the old pages or that should be added. The revised pages must be marked as a bid clarification or update, dated, and page numbered.

**ATTACHMENT A
BID FORM**

I. Specifications

1. Vendor must supply maintenance for the following Centrex CPE equipment:

	PART NUMBER	DESCRIPTION	QTY	UNIT COST	EXTENDED COST
MS DEPT OF REVENUE					
0001-- (SENATOBIA DISTRICT SENATOBIA,MS)	1010282001	6220U ISDN PHONE, U INTERFACE BLK	3		
0001-- (SENATOBIA DISTRICT SENATOBIA,MS)	1010286601	6030X-B 30 BUTTON EXPANSION MODULE, BLACK	3		
0001-- (SENATOBIA DISTRICT SENATOBIA,MS)	SBX-M8-AP4	SBX WITH 4 ANALOG PORTS, 8 MINUTE STANDARD SBX MEM	1		
0006-- (BROOKHAVEN DISTRICT BROOKHAVEN,MS)	SBX-M8-AP4	SBX WITH 4 ANALOG PORTS, 8 MINUTE STANDARD SBX MEM	1		
0006-- (BROOKHAVEN DISTRICT BROOKHAVEN,MS)	1010286601	6030X-B 30 BUTTON EXPANSION MODULE, BLACK	3		
0006-- (BROOKHAVEN DISTRICT BROOKHAVEN,MS)	1010282002	6210U ISDN PHONE, U INTERFACE BLK	3		
0007-- (MERIDIAN DISTRICT MERIDIAN,MS)	SBX-M8-AP4	SBX WITH 4 ANALOG PORTS, 8 MINUTE STANDARD SBX MEM	1		
0007-- (MERIDIAN DISTRICT MERIDIAN,MS)	1010286601	6030X-B 30 BUTTON EXPANSION MODULE, BLACK	3		
0007-- (MERIDIAN DISTRICT MERIDIAN,MS)	1010282002	6210U ISDN PHONE, U INTERFACE BLK	3		
0008-- (TUPELO DISTRICT TUPELO,MS)	SBX-M8-AP4	SBX WITH 4 ANALOG PORTS, 8 MINUTE STANDARD SBX MEM	1		

	PART NUMBER	DESCRIPTION	QTY	UNIT COST	EXTENDED COST
00008-- (TUPELO DISTRICT TUPELO,MS)	1010286601	6030X-B 30 BUTTON EXPANSION MODULE, BLACK	3		
00008-- (TUPELO DISTRICT TUPELO,MS)	1010282002	6210U ISDN PHONE, U INTERFACE BLK	3		
00009-- (GREENWOOD DISTRICT GREENWOOD,MS)	SBX-M8-AP4	SBX WITH 4 ANALOG PORTS, 8 MINUTE STANDARD SBX MEM	1		
00009-- (GREENWOOD DISTRICT GREENWOOD,MS)	A1600-0000-02-07	AASTRA M522, BLACK ADD ON MODULE 22 BUTTONS B0240410	3		
00009-- (GREENWOOD DISTRICT GREENWOOD,MS)	A1604-0000-02-07	AASTRA M5316 SPEAKERPHONE-BLACK	3		
00010-- (HATTIESBURG DISTRICT HATTIESBURG,MS)	1010286601	6030X-B 30 BUTTON EXPANSION MODULE, BLACK	3		
00010-- (HATTIESBURG DISTRICT HATTIESBURG,MS)	SBX-M8-AP4	SBX WITH 4 ANALOG PORTS, 8 MINUTE STANDARD SBX MEM	1		
00010-- (HATTIESBURG DISTRICT HATTIESBURG,MS)	1010282002	6210U ISDN PHONE, U INTERFACE BLK	3		
00010-- (HATTIESBURG DISTRICT HATTIESBURG,MS)	1010282001	6220U ISDN PHONE, U INTERFACE BLK	1		
MEMA					
00002-- (1 MEMA DR JACKSON,MS)	1010263401	120D CONSOLE - BLF/DSS 120 STATION BLF/DSS	5		
00002-- (1 MEMA DR JACKSON,MS)	1010261201	POWER SUPPLY W/ 3 CONN. FOR CONSOLE UNITS (40D,120D, 2260D)	1		
00002-- (1 MEMA DR JACKSON,MS)	1010263301	40D ATTENDANT ISDN CONSOLE	1		
00002-- (1 MEMA DR JACKSON,MS)	1010261201	POWER SUPPLY W/ 3 CONN. FOR CONSOLE UNITS (40D,120D, 2260D)	2		

	PART NUMBER	DESCRIPTION	QTY	UNIT COST	EXTENDED COST
00002-- (1 MEMA DR JACKSON,MS)	1010263401	120D CONSOLE - BLF/DSS STATION BLF/DSS 120	1		
00002-- (1 MEMA DR JACKSON,MS)	1010282002	6210U ISDN PHONE, U INTERFACE BLK	7		
00002-- (1 MEMA DR JACKSON,MS)	1010286601	6030X-B 30 BUTTON EXPANSION MODULE, BLACK	4		
00002-- (1 MEMA DR JACKSON,MS)	1010263301	40D ATTENDANT ISDN CONSOLE	5		
00002-- (1 MEMA DR JACKSON,MS)	1010261201	POWER SUPPLY W/ 3 CONN. FOR CONSOLE UNITS (40D,120D, 2260D)	4		
00002-- (1 MEMA DR JACKSON,MS)	1010282001	6220U ISDN PHONE, U INTERFACE BLK	3		
MDOT					
00003-- (1076 MDOT DR MC COMB,MS)	1010261201	POWER SUPPLY W/ 3 CONN. FOR CONSOLE UNITS (40D,120D, 2260D)	2		
00003-- (1076 MDOT DR MC COMB,MS)	1010282001	6220U ISDN PHONE, U INTERFACE BLK	3		
00003-- (1076 MDOT DR MC COMB,MS)	1010263401	120D CONSOLE - BLF/DSS STATION BLF/DSS 120	1		
00003-- (1076 MDOT DR MC COMB,MS)	1010263301	40D ATTENDANT ISDN CONSOLE	1		
MSDH					
00032-- (1 MEMA DRIVE JACKSON,MS)	1010282001	6220U ISDN PHONE, U INTERFACE BLK	2		
MFC					
00012-- (PEARL TRAINING CENTER JACKSON,MS)	1010286601	6030X-B 30 BUTTON EXPANSION MODULE, BLACK	1		
00012-- (PEARL TRAINING CENTER JACKSON,MS)	1010282002	6210U ISDN PHONE, U INTERFACE BLK	1		

	PART NUMBER	DESCRIPTION	QTY	UNIT COST	EXTENDED COST
00012-- (PEARL TRAINING CENTER JACKSON,MS)	V-9022A	2X2 LAY IN SPKR W/BACKBOX	2		
00012-- (PEARL TRAINING CENTER JACKSON,MS)	V-1030C	HORN 5 WATT, ONE WAY, BEIGE INDOOR/OUTDOOR	3		
00012-- (PEARL TRAINING CENTER JACKSON,MS)	V-2000A	SINGLE ZONE 1-WAY PAGE V-2000A	1		
00012-- (PEARL TRAINING CENTER JACKSON,MS)	VP-1124D	VALCOM 1 AMP FILTERED SWITCHING POWER SUPPLY, WALL MOUNT	1		
MGC					
00014-- (4211 RIFLE RANGE ROAD VICKSBURG,MS)	1010286601	6030X-B 30 BUTTON EXPANSION MODULE, BLACK	1		
00014-- (4211 RIFLE RANGE ROAD VICKSBURG,MS)	1010282002	6210U ISDN PHONE, U INTERFACE BLK	5		
00018-- (3468 CASINO WAY ROBINSONVILLE,MS)	1010286601	6030X-B 30 BUTTON EXPANSION MODULE, BLACK	1		
00018-- (3468 CASINO WAY ROBINSONVILLE,MS)	1010282002	6210U ISDN PHONE, U INTERFACE BLK	3		
00018-- (3468 CASINO WAY ROBINSONVILLE,MS)	1010282001	6220U ISDN PHONE, U INTERFACE BLK	1		
00018-- (3468 CASINO WAY ROBINSONVILLE,MS)	1010282002	6210U ISDN PHONE, U INTERFACE BLK	1		
MS DEVELOPMENT AUTHORITY					
00021-- (11975 SEAWAY ROAD GULFPORT,MS)	A1604-0000-02-07	AASTRA M5316 SPEAKERPHONE-BLACK	1		
MS DEPT OF HUMAN SERVICES					

	PART NUMBER	DESCRIPTION	QTY	UNIT COST	EXTENDED COST
00026-- (213 YEATES ST STARKVILLE,MS)	A1600-0000-02-07	AASTRA M522, BLACK ADD ON MODULE 22 BUTTONS B0240410	2		
00026-- (213 YEATES ST STARKVILLE,MS)	A1604-0000-02-07	AASTRA M5316 SPEAKERPHONE-BLACK	2		
JUVENILE REHAB FACILITY					
00025-- (760 BROOKMAN DR EXTENSION BROOKHAVEN,MS)	1010282002	6210U ISDN PHONE, U INTERFACE BLK	2		
00025-- (760 BROOKMAN DR EXTENSION BROOKHAVEN,MS)	1010282001	6220U ISDN PHONE, U INTERFACE BLK	2		
00025-- (760 BROOKMAN DR EXTENSION BROOKHAVEN,MS)	1010263301	40D ATTENDANT ISDN CONSOLE	1		
00025-- (760 BROOKMAN DR EXTENSION BROOKHAVEN,MS)	1010261201	POWER SUPPLY W/ 3 CONN. FOR CONSOLE UNITS (40D,120D, 2260D)	1		
00025-- (760 BROOKMAN DR EXTENSION BROOKHAVEN,MS)	1010263401	120D CONSOLE - BLF/DSS 120 STATION BLF/DSS	1		
MS DEPT OF PUBLIC ACCOUNTANCY					
00023-- (5 OLD RIVER PLACE JACKSON,MS)	A1604-0000-02-07	AASTRA M5316 SPEAKERPHONE-BLACK	1		
				TOTAL	

2. ITS is seeking a five (5) year maintenance agreement. Vendor must specify the annual support increase ceiling to which Vendor is willing to agree. Price escalations, if any, for annual support coverage will be permitted but shall not exceed the lesser of a five (5) percent increase or an increase consistent with the percent increase in the consumer price index, all Urban Consumer US City Average (C.P.I. -u) for the preceding year.

This is to certify that the bidder will be responsible for the maintenance of Centrex CPE equipment as per specifications stipulated by ITS.

Original Signature of Officer in Bind of Company

Name (Typed) _____

Title _____

Company Name _____

Date _____

**ATTACHMENT B
REFERENCE FORM**

Complete three (3) Reference Forms.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Description of product/services/project, including start and end dates:

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**ATTACHMENT C
STANDARD CONTRACT**

A properly executed contract is a requirement of this RFB. After an award has been made, it will be necessary for the winning Bidder to execute a contract with **ITS**. The inclusion of this contract does not preclude **ITS** from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFB.

If Bidder cannot comply with any term or condition of this Standard Contract, Bidder must list and explain each specific exception on the Exception Summary Form included in Attachment D. If no Exception Summary Form is included, the Bidder is indicating that he takes no exceptions. Bidders who fail to take exception to any point in the RFB or the Standard Contract may not later do so during contract negotiations.

**PROJECT NUMBER 42089
MAINTENANCE AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES**

This Maintenance Agreement (hereinafter referred to as "Agreement") is entered into by and between **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal place of business at **INSERT VENDOR ADDRESS** (hereinafter referred to as "Contractor"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS" and/or "Customer").

WHEREAS, Customer pursuant to Request for Bids ("RFB") No. 3794 requested proposals for the acquisition of maintenance services (hereinafter referred to as "Services") for the Centrex equipment listed in the attached Exhibit A (hereinafter referred to as "Products") which is incorporated herein by reference; and

WHEREAS, Contractor was the successful proposer in an open, fair and competitive procurement process to provide such Services;

NOW THEREFORE, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 PERIOD OF PERFORMANCE

1.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, the period of performance of services under this Agreement shall begin on the date it is signed by all parties ("Effective Date") and continue until the close of business on June 30, 2020. At the end of the initial term, this Agreement may, upon the written agreement of the parties, be renewed for an additional term, the length of which will be agreed upon by the parties. Under no circumstances, however, shall this Agreement be renewed beyond June 30, 2022 Sixty (60) days prior to the expiration of the initial term or any renewal term of this Agreement, Contractor shall notify Customer of the impending expiration and any inflation increase allowed for in this Agreement, including documentation of any price increase, certifying that such increase is in compliance with the inflation increase cap specified in Article 3 of this Agreement, and Customer shall have thirty (30) days in which to notify Contractor of its intention to either renew or cancel the Agreement.

1.2 This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by the Customer following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

ARTICLE 2 SCOPE OF SERVICES

Contractor agrees to provide travel, labor, and material required to maintain the equipment listed in Exhibit A, which is attached hereto and incorporated herein. Further, Contractor warrants that it will provide services to the Customer as follows:

2.1 Contractor shall provide all routine and emergency maintenance necessary to maintain the equipment listed in Exhibit A in good operating condition.

2.2 Contractor shall respond to requests for emergency maintenance service by telephone within one (1) hour, twenty-four (24) hours per day, seven (7) days per week, and come on site, if necessary, within four (4) hours from the point the call is made to resolve the problem. Should the Contractor fail to respond within such time, Contractor shall pay the Customer \$100.00 per hour for every hour of delay.

2.3 Contractor shall maintain in house the most frequently used supply replacement parts needed to service the equipment. Replacement parts will be new and not used or refurbished and will either be manufactured by and/or meet the minimum specifications established by the manufacturer of the equipment. Title to all replacement parts installed in the equipment will pass to the Customer at the time of replacement, and title to parts removed for replacement will, at the time of replacement, pass to the Contractor.

2.4 Contractor agrees to provide routine maintenance based on the specific needs of the equipment during normal business hours. Response time for routine service requests shall not exceed twenty-four (24) hours. Contractor must record all activities related to routine maintenance on a log to be retained on-site.

2.5 The parties understand and agree that Customer reserves the right to add other equipment to be maintained or to cancel maintenance on all or part of the equipment as Customer deems necessary.

2.6 This Maintenance Agreement does not cover the following: damage to equipment caused by Customer's abuse or neglect; damage caused by an act of God (flood, earthquake, etc.), or loss due to fire or theft; cost of repair or maintenance of any kind which results from a breach of the terms of this Agreement by the Customer; neglect, misuse, alterations, or deviation from intended machine use; maintenance or repair of the machine performed by persons other than Contractor, or maintenance or removal of alterations or attachments.

ARTICLE 3 CONSIDERATION AND METHOD OF PAYMENT

3.1 During the initial term of this Agreement, Customer shall pay Contractor **\$INSERT ANNUAL MAINTENANCE COST** annually for maintenance services. Contractor shall submit an invoice annually with the appropriate documentation to Customer, including specific documentation of any inflation increase for any renewal term. Contractor shall submit invoices and supporting documentation to Customer electronically during the term of this Agreement using the processes and procedures identified by the State. In no event will the total compensation to be paid hereunder for the initial term exceed the specified sum of **\$INSERT AMOUNT**, unless prior written authorization from ITS has been obtained. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by Customer within forty-five (45) days of receipt of the invoice. Contractor understands and agrees that Customer is exempt from the payment of taxes.

3.2 In no event shall the cost for maintenance services for any renewal term increase by more than five percent (5%) per year or an increase consistent with the percent increase in the consumer price index, all Urban Consumer US City Average (C.P.I.-u) for the preceding year ("inflation increase"), whichever is less. Customer shall submit payments to **INSERT REMIT TO**. All payments should be made in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Contractor's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Contractor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

ARTICLE 4 EMPLOYMENT STATUS

4.1 Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall it be construed to create an employer-employee relationship or a joint venture relationship.

4.2 Contractor represents that it is qualified to perform the duties to be performed under this Agreement and that it has or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Customer. Contractor shall pay, when due, all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation, and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

4.3 It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder and that any sum due and payable to Contractor shall be paid as a gross sum with no withholdings or deductions being made by Customer for any purpose from said contract sum.

ARTICLE 5 RECORD RETENTION AND ACCESS TO RECORDS

Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Customer, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Contractor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Contractor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 6 MODIFICATION OR RENEGOTIATION

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

ARTICLE 7 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

7.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Contractor represents all contractors, third parties, and/or subcontractors Contractor has assembled for this project. The Customer is required to negotiate only with Contractor, as Contractor's commitments are binding on all proposed contractors, third parties, and subcontractors.

7.2 Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

7.3 Contractor must obtain the written approval of Customer before subcontracting any portion of this Agreement. No such approval by Customer of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Customer may deem necessary.

7.4 Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Customer, that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor, and that the Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Contractor. The Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs, and expenses of every kind and nature whatsoever arising as a result of Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer, or the like.

7.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication, or settlement of any dispute between the Contractor and the Customer, where such dispute affects the subcontract.

ARTICLE 8 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 9 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Agreement, Customer shall have the right to immediately terminate this Agreement without damage, penalty, cost, or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 10 HOLD HARMLESS

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate Customer, and the State, its Board Members, officers, employees, agents, and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs, and expenses of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, attorney fees, and claims for damages arising out of or caused by Contractor and/or its partners, principals, agents, employees, or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 11 INSURANCE

Contractor represents that it will maintain workers' compensation insurance as prescribed by law, which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish Customer with a certificate of conformity providing the aforesaid coverage.

ARTICLE 12 GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi, and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractor expressly agrees that under no circumstances shall Customer be obligated to pay an attorney's fee, prejudgment interest, or the cost of legal action to Contractor. Further, nothing in this Agreement shall affect any statutory rights Customer may have that cannot be waived or limited by contract.

ARTICLE 13 SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 14 DISPUTES

Any dispute concerning a question of fact under this Agreement, which is not disposed of by agreement of the Contractor and Customer, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to

the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 15 NON-SOLICITATION OF EMPLOYEES

Each party to this Agreement agrees not to employ or to solicit for employment, directly or indirectly, any of the other party's employees until at least one (1) year after the expiration/termination of this Agreement, unless mutually agreed to the contrary in writing by the Customer and the Contractor, and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

ARTICLE 16 COMPLIANCE WITH LAWS

16.1 Contractor shall comply with, and all activities under this Agreement shall be subject to, all Customer policies and procedures and all applicable federal, state, and local laws, regulations, policies, and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin, or disability. Further, if applicable, Contractor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

16.2 Contractor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Contractor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

ARTICLE 17 CONFLICT OF INTEREST

Contractor shall notify the Customer of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the Customer's satisfaction, the Customer reserves the right to terminate this Agreement.

ARTICLE 18 THIRD PARTY ACTION NOTIFICATION

Contractor shall notify Customer in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or Customer by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Contractor's performance under this Agreement. Failure of the Contractor to provide such written notice to Customer shall be considered a material breach of this Agreement and the Customer may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 19 AUTHORITY TO CONTRACT

Contractor warrants that it is a validly organized business with valid authority to enter into this Agreement, that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 20 CONFIDENTIAL INFORMATION

20.1 Contractor shall treat all Customer data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules, and regulations. This Article shall survive the termination or completion of this Agreement, shall continue in full force and effect, and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors, or any party or entity claiming an interest in this Agreement on behalf of or under the rights of the Contractor, following any termination or completion of this Agreement.

20.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

20.3 The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, which takes effect July 1, 2015, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

ARTICLE 21 CAPTIONS

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or Article in this Agreement.

ARTICLE 22 SPECIAL TERMS AND CONDITIONS

Services hereunder shall be performed by the Contractor in conformity with generally accepted standards for such services in the telecommunications and information technology field as a whole. Should the Contractor fail to perform any services hereunder in compliance with such standards, Contractor shall, at its sole expense, re-perform such services, provided Customer furnishes any media and data necessary for Contractor to re-perform such services.

ARTICLE 23 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means, provided that the original of such notice is sent by certified

United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. The Contractor's address for notice is: **INSERT VENDOR NOTICE**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 24 WARRANTIES

Contractor makes the following warranties:

24.1 Contractor represents and warrants that it shall perform all work hereunder in a good and workmanlike manner.

24.2 Contractor represents and warrants that neither the replacement parts provided to Customer under this Agreement nor their use by Customer will violate, infringe, or constitute an infringement of any patent, copyright, trademark, servicemark, trade secret, or other proprietary right of any person or entity.

24.3 Contractor represents and warrants that it has and will obtain and pass through to Customer any and all warranties obtained or available from any manufacturer of the replacement parts supplied to Contractor for use by Customer.

24.4 If applicable under the given circumstances, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

24.5 Contractor represents and warrants that no official or employee of Customer, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said

project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Contractor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Contractor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

24.6 The Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

ARTICLE 25 SYSTEM CONFIGURATION

Contractor acknowledges that Customer will pursue continuous growth and enhancement of the existing systems operations. As such, Contractor agrees to fully support the integration of additional hardware and software provided by sources selected as lowest and best on future projects, in accordance with state law. Such upgrades would be subject to full compatibility with the baseline hardware and software technology comprising this system.

ARTICLE 26 TERMINATION

26.1 Customer has the option of canceling maintenance without the assessment of any penalties on all or part of the equipment upon a thirty (30) day notice to Contractor. Upon termination, Contractor shall refund any and all applicable unexpended prorated annual service fees previously paid by Customer.

26.2 Notwithstanding the above, Contractor shall not be relieved of liability to Customer for damages sustained by Customer by virtue of breach of this Agreement by Contractor, and Customer may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due to Customer from Contractor is determined. Customer shall also have the right to pursue all remedies in law or in equity that may be available to it for damages incurred.

ARTICLE 27 EFFECT OF SIGNATURE

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties, and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be

construed or interpreted in favor of or against the State or the Contractor on the basis of draftsmanship or preparation hereof.

ARTICLE 28 SOVEREIGN IMMUNITY

By entering into this Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 29 ENTIRE AGREEMENT

29.1 This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto. The RFB No. 3794 and Contractor's Proposal in response to RFB No. 3794 are hereby incorporated into and made a part of this Contract.

29.2 The Contract made by and between the parties hereto shall consist of and precedence is hereby established by the order of the following:

- A.** This Agreement signed by the parties hereto;
- B.** Any exhibits attached to this Agreement;
- C.** RFB No. 3794 and written addenda; and
- D.** Contractor's Proposal, as accepted by Customer, in response to RFB No. 3794.

29.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Contractor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof, provided, however, that in the event an issue is addressed in one of the above mentioned documents, but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Contractor's Proposal").

ARTICLE 30 SURVIVAL

Articles 5, 10, 12, 15, 20, 24, 28, and all other articles, which by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 31 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and (d) have, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

ARTICLE 32 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Contractor and Customer understand and agree that all products and services provided by Contractor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

ARTICLE 33 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive, or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations to install or repair Products shall be covered by Contractor's comprehensive general liability insurance policy.

ARTICLE 34 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, which takes effect July 1, 2015, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**State of Mississippi, Department of
Information Technology Services**

INSERT VENDOR NAME

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A

**ATTACHMENT D
EXCEPTION SUMMARY FORM**

List and clearly explain any exceptions, for Articles in the Standard Contract, in the table below.

ITS Standard Contract Article	Bidder Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific contract article to which exception is taken)	(Page, section, items in Bidder's proposal where exception is explained)	(Short description of exception being made)	