

Memorandum for General RFP Configuration

To: Vendor with current valid proposal for General RFP #3576 for Computer Hardware and Software

From: David L. Litchlitter

CC: ITS Project File Number 38145

Date: April 9, 2009

Subject: Letter of Configuration (LOC) Number 38145 for maintenance for Cisco equipment and software for the Mississippi Department of Finance and Administration (DFA)

Contact Name: Ravaughn Robinson

Contact Phone Number: 601-359-5280

Contact E-mail Address: Ravaughn.Robinson@its.ms.gov

The Mississippi Department of Information Technology Services (ITS) is seeking the services described below on behalf of the Mississippi Department of Finance and Administration (DFA). Our records indicate that your company currently has a valid proposal on file at ITS in response to General RFP #3576 for Computer Hardware and Software. Our preliminary review of this proposal indicates that your company offers products, software, and/or services that may meet the requirements of this project; therefore, we are requesting your configuration assistance for the components described below.

1. GENERAL LOC INSTRUCTIONS

- 1.1 Beginning with Item 3, label and respond to each outline point as it is labeled in the LOC.
- 1.2 The Vendor must respond with "ACKNOWLEDGED," "WILL COMPLY," or "AGREED" to each point in the LOC including the attached *Purchase Agreement*, (Attachment D), as follows:
 - 1.2.1 "ACKNOWLEDGED" should be used when a Vendor response or Vendor compliance is not required. "ACKNOWLEDGED" simply means the Vendor is confirming to the State that he read the statement. This is commonly used in sections where the agency's

current operating environment is described or where general information is being given about the project.

- 1.2.2 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the Vendor will adhere to the requirement. These terms are used to respond to statements that specify that a Vendor or Vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.3 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See instructions in Item 11 regarding Vendor exceptions.)
- 1.4 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested in addition to “WILL COMPLY” or “AGREED”.
- 1.5 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. GENERAL OVERVIEW AND BACKGROUND

The Mississippi Department of Finance and Administration is requesting maintenance for their existing Cisco hardware and software. DFA purchased most of this equipment and standardized on Cisco when the agency moved to the Woolfolk Building in 2000. This is DFA’s networking infrastructure equipment that connects the entire agency.

3. PROCUREMENT PROJECT SCHEDULE

Task	Date
Release of LOC	Thursday, April 9, 2009
Deadline for Vendors’ Written Questions	Monday, April 13, 2009
Addendum with Vendors’ Questions and Answers	Thursday, April 16, 2009
Proposals Due	Monday, April 20, 2009
Proposal Evaluation	Monday, April 20 through Friday, April 24, 2009
Notification of Award	Monday, April 27, 2009
Contract Negotiations	Monday, April 27, 2009 through Tuesday, May 12, 2009

4. STATEMENTS OF UNDERSTANDING

- 4.1 The Vendor must provide pricing for all maintenance and support for the proposed solution.
- 4.2 Vendor must be aware that the specifications detailed below are minimum requirements. Should Vendor choose to exceed the requirements, Vendor must indicate in what manner the requirements are exceeded.
- 4.3 Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) 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. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

- 4.4 From the issue date of this LOC until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this LOC with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this LOC must be submitted in writing to the State’s Contact Person for the selection process, no later than the last date for accepting

responding Vendor questions provided in this LOC. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this LOC. **Vendors failing to comply with this requirement will be subject to disqualification**

- 4.4.1 The State contact person for the selection process is: Ravaughn Robinson, Technology Consultant, 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201, 601-359-5280, Ravaughn.Robinson@its.ms.gov.
- 4.4.2 Vendor may consult with State representatives as designated by the State contact person identified in 4.4.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

5. SPECIFICATIONS

- 5.1 Maintenance period will be for an initial twelve (12) month period with the option to renew maintenance on an annual basis. The winning Vendor will notify DFA in writing 60 days prior to the expiration of the maintenance period. **Vendor's failure to do so will result in Vendor providing maintenance service at no cost until a new purchase agreement can be negotiated.**
- 5.2 Vendor must provide all work needed to keep the listed equipment and software operating properly, including periodic testing, repairs and all necessary parts and labor.
- 5.3 Vendor must provide pricing that will be valid for one (1) year. DFA reserves the right to add/delete items on a year-to-year basis without penalties. Vendor agrees to properly refund DFA for equipment that is deleted from maintenance.
- 5.4 Price escalations, if any, for annual software 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.
- 5.5 Vendor must agree to provide periodic meetings between DFA's staff and Vendor management to resolve any problems and coordinate procedural matters. The necessity and scheduling of such meetings will be left to the discretion of DFA.

- 5.6 Vendor must describe normal preventative maintenance practices and schedules, such as cleaning, adjusting and repairing equipment to eliminate problems before they affect service.
- 5.7 Vendor must accept the hardware for maintenance as is. If the Vendor requires an inspection, the inspection must be provided free of charge. Vendor may arrange to view the equipment by contacting Darlene Farrar (or designee) by calling (601) 359-5013.
- 5.8 Vendor should be aware that DFA reserves the right to purchase any, all, or none of the requested maintenance and services.
- 5.9 Maintenance on the proposed hardware must be effective from May 1, 2009 through April 30, 2010.

6. MAINTENANCE

- 6.1 Vendor must propose a fixed price contract for prime-shift (8 A.M. to 5 P.M. Monday through Friday) maintenance support for the equipment specified as such ("8x5") on the *Cost Information Form* (Attachment A). For equipment designated as 8x5, the Vendor must respond on-site to requests for unscheduled remedial maintenance and repair the 8x5 equipment no later than the next business day after receipt of the call on all repairs not requiring parts ordering, and a maximum two (2) working days turnaround from the point the call is made on all repairs requiring parts ordering. Response is defined as a qualified Cisco Certified Internetwork Expert ("CCIE") on-site. If after two (2) days the item has not been repaired, a compatible loaner unit will be provided. If the Vendor determines at the initial equipment inspection that repair parts cannot be acquired within two (2) working days, Vendor will provide a compatible loaner unit at that time. Should the Vendor fail to respond and repair within these timeframes, the Vendor shall pay DFA \$50.00 per hour for every hour of delay.
- 6.2 Vendor must propose a fixed price contract for 24x7 on-site maintenance support for the equipment specified as such ("24x7") on the *Cost Information Form* (Attachment A). For equipment designated as 24x7, the Vendor must respond on site to requests for unscheduled remedial maintenance and repair the 24x7 equipment within four (4) hours after receipt of the call, twenty-four (24) hours per day, seven (7) days a week. Response is defined as a qualified CCIE on-site. For critical parts, Vendor agrees to provide a compatible loaner unit at that time and to immediately proceed in repairing or permanently replacing the malfunctioning part. Should the Vendor fail to respond and

repair within these timeframes, the Vendor shall pay DFA \$50.00 per hour for every hour of delay.

- 6.3 Vendor must specify escalation procedures for the State should a warranty call not be handled to the State's satisfaction.
- 6.4 Vendor must identify the location of the service center nearest to Jackson. DFA requires that a service center be located within four (4) hours of Jackson.
- 6.5 Vendor shall maintain in-house, 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 DFA at the time of replacement, and title to parts removed for replacement will, at the time of replacement, pass to the Vendor.
- 6.6 DFA requires that no limitations be placed on the number of authorized DFA staff members who can place a service call to the vendor.
- 6.7 Vendor must provide toll free and/or local telephone support for the proposed equipment.
- 6.8 Does your company offer any type of remote dial-in diagnostics services via the use of a Virtual Private Network (VPN) connection? If so, please describe.

7. MANUFACTURER DIRECT MAINTENANCE

- 7.1 ITS understands that the maintenance requested in this LOC may be provided directly by the manufacturer. If Vendor is the named manufacturer and will be supplying the maintenance services directly, Items 7.1.4 through 7.1.13 do not have to be completed.
 - 7.1.1 Responding Vendor must clarify whether he is the named manufacturer and will be supplying the maintenance services directly or whether he is a third party reseller selling the maintenance services on behalf of the manufacturer.
 - 7.1.2 Responding Vendor must explain his understanding of when or whether the manufacturer will ever sell the maintenance services directly and, if so, under what circumstances.

- 7.1.2.1 If the responding Vendor to this LOC will only be reselling manufacturer's maintenance services, it is ITS' understanding that this is basically a "pass through" process.
- 7.1.2.2 Please provide a detailed explanation of the relationship of who will be providing the requested maintenance, to whom the purchase order is made, and to whom the remittance will be made. If there is a difference in the year one maintenance purchase versus subsequent years of maintenance, the responding Vendor must clarify and explain.
- 7.1.3 Manufacturer Direct Maintenance when sold directly through the manufacturer: Fixed Cost
 - 7.1.3.1 If responding Vendor is the direct manufacturer, he must propose annual fixed pricing for three years of the requested maintenance. Vendor must provide all details of the maintenance/support and all associated costs.
 - 7.1.3.2 It is ITS' preference that the Manufacturer's proposal is a not-to-exceed firm commitment. In the event that the manufacturer cannot commit to a fixed cost for the subsequent years of maintenance after year one, Manufacturer must specify the annual maintenance increase ceiling offered by his company on the proposed products. Vendor must state his policy regarding increasing maintenance charges. Price escalations for Maintenance shall not exceed the lesser of 5% increase per year.
- 7.1.4 Manufacturer Direct Maintenance when sold through 3rd Party: Fixed Cost-Plus Percentages
 - 7.1.4.1 In the case of a third-party "pass-through" ITS realizes that the responding reseller may not be able to guarantee a fixed price for maintenance after year one since his proposal is dependent on

the manufacturer's pricing or possibly on a distributor's pricing.

7.1.4.2 It is ITS' preference that the responding reseller work with the manufacturer to obtain a commitment for a firm fixed price over the requested maintenance period.

7.1.5 In the event that the responding reseller cannot make a firm fixed maintenance proposal for all the years requested, the responding reseller is required to provide a fixed percentage for his mark-up on the manufacturer direct maintenance that he is selling as a third party reseller in lieu of a price ceiling based on a percentage yearly increase.

7.1.5.1 In this scenario, Resellers must include in the Pricing Spreadsheets the price the Vendor pays for the maintenance and the percentage by which the final price to the State of Mississippi exceeds the Vendor's cost for the maintenance (i.e. cost-plus percentage).

7.1.5.2 Alternatively, Resellers may propose a fixed percentage for their mark down on the manufacturer's direct maintenance based on a national benchmark from the manufacturer, such as GSA, Suggested Retail Price (SRP) or the manufacturer's web pricing. This national benchmark pricing must be verifiable by ITS during the maintenance contract.

7.1.6 The cost-plus/minus percentage will be fixed for the term specified in the LOC. To clarify, the State's cost for the products will change over the life of the award if the price the Vendor must pay for a given product increases or decreases. However, the percentage over Vendor cost which determines the State's final price WILL NOT change over the life of the award.

7.1.7 ITS will use this percentage in evaluating cost for scoring purposes.

- 7.1.8 The cost-plus/minus percentage applies to new products added in the categories covered by the Cost Matrix as well as the products that are listed.
- 7.1.9 Periodic Cost-Plus Verification - At any time during the term of this contract, the State reserves the right to request from the awarded Vendor, access to and/or a copy of the Manufacturer's Base Pricing Structure for pricing verification. This pricing shall be submitted within seven (7) business days after the State's request. Failure to submit this pricing will be cause for Contract Default.
 - 7.1.9.1 Vendor Cost is defined as the Vendor's invoice cost from the distributor or manufacturer.
 - 7.1.9.2 The Vendor's Proposed State Price is defined as the Vendor Cost plus the proposed percentage mark-up.
- 7.1.10 Vendor must also indicate how future pricing information will be provided to the State during the term of the contract.
- 7.1.11 Vendor must indicate from whom he buys the maintenance: directly from the manufacturer or from what distributor.
- 7.1.12 Vendor must be aware that only price increases resulting from an increase in price by the manufacturer or distributor will be accepted. The Vendor's proposed percentage markup or markdown for these items, as well as the Vendor's percentage markup or markdown for any new items, MUST stay the same as what was originally proposed. Vendor must provide ITS with the suggested retail price.
- 7.1.13 Pricing proposed for the State MUST equal the Vendor's invoice cost from the distributor or manufacturer plus the maximum percentage markup that the reseller will add OR the manufacturer's national benchmark minus the cost percentage proposed.

9. REFERENCES

- 9.1 Vendor must provide at least three (3) references. A form for providing reference information is attached as Attachment B. ITS requires that references be from completed and/or substantially completed jobs that closely match this request. Reference information must include, at a minimum,
 - 9.1.1 Entity
 - 9.1.2 Supervisor's name
 - 9.1.3 Supervisor's telephone number
 - 9.1.4 Supervisor's email address
 - 9.1.5 Length of Project
 - 9.1.6 Brief Description of Project to include Vendor's specific role in the project
- 9.2 The Vendor 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 Vendor intercession. Failure to provide this information in the manner described may subject the Vendor's proposal to being rated unfavorably relative to these criteria or disqualified altogether at the State's sole discretion.
- 9.3 References that are no longer in business cannot be used. Inability to reach the reference will result in that reference deemed non-responsive.
- 9.4 Vendors receiving negative references may be eliminated from further consideration.
- 9.5 ITS reserves the right to request information about the Vendor from any previous customer of the Vendor of whom ITS or DFA is aware, even if that customer is not included in the Vendor's list of references.

10. ADDITIONAL REQUIREMENTS

- 10.1 ITS acknowledges that the specifications within this LOC are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.
- 10.2 Vendor must have Cisco Certified Internetwork Expert ("CCIE") technician on staff and must describe the certification and level of experience of the service technicians assigned to the DFA account. Vendor understands and agrees that it

will maintain a CCIE to provide the services hereunder at all times during the duration of the contract. For any breach of this warranty, the Vendor shall pay DFA fifty percent (50%) of the total contract amount.

- 10.3 A properly executed contract is a requirement of this LOC. After an award has been made, it will be necessary for the winning Vendor to execute a Purchase Agreement with ITS. A *Purchase Agreement*, Attachment D, has been attached for your review. The inclusion of this Purchase Agreement does not preclude ITS from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the project(s) covered by this LOC. If Vendor can not comply with any term or condition of this Purchase Agreement, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form*, Attachment C, explained in Item 11 and attached to this LOC. Winning Vendor must be willing to sign the attached Purchase Agreement within 15 working days of the notice of award. If the Purchase Agreement is not executed within the 15 working day period, ITS reserves the right to terminate negotiations with the winning Vendor and proceed to negotiate with the next lowest and best Vendor in the evaluation.
- 10.4 Vendor must provide the state of incorporation of the company and a name, title, address, telephone number and e-mail for the "Notice" article of the contract.

11. PROPOSAL EXCEPTIONS

- 11.1 Vendor must return the attached *Proposal Exception Summary Form*, Attachment C, with all exceptions listed and clearly explained or state "No Exceptions Taken." If no Proposal Exception Summary Form is included, the Vendor is indicating that no exceptions are taken.
- 11.2 Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this memorandum, including a specification denoted as mandatory, as long as the following are true:
- 11.2.1 The specification is not a matter of State law;
 - 11.2.2 The proposal still meets the intent of the procurement;
 - 11.2.3 A *Proposal Exception Summary Form* (Attachment C) is included with Vendor's proposal; and
 - 11.2.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the

specification, on the *Proposal Exception Summary Form* (Attachment C).

- 11.3 The Vendor has no liability to provide items to which an exception has been taken. ITS has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and ITS will discuss each exception and take one of the following actions:
 - 11.3.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 11.3.2 ITS will determine that the exception neither poses significant risk to the project nor undermines the intent of the procurement and will accept the exception;
 - 11.3.3 ITS and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or,
 - 11.3.4 None of the above actions is possible, and ITS either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.
- 11.4 Should ITS and the Vendor reach a successful agreement, ITS will sign adjacent to each exception which is being accepted or submit a formal written response to the Proposal Exception Summary responding to each of the Vendor's exceptions. The Proposal Exception Summary, with those exceptions approved by ITS, will become a part of any contract on acquisitions made under this procurement.
- 11.5 An exception will be accepted or rejected at the sole discretion of the State.
- 11.6 Prior to taking any exceptions to this procurement, ITS requests that, to the extent possible, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to ITS or participated in contract negotiations with ITS on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

12. SCORING METHODOLOGY

ITS will use cost to determine the lowest and best proposal.

13. INSTRUCTIONS TO SUBMIT PRODUCT AND COST INFORMATION

Please use the attached *Cost Information Form* (Attachment A) to provide cost information. Follow the instructions on the form. Incomplete forms will not be processed.

14. DELIVERY INSTRUCTIONS

14.1 **Vendor must deliver the response to Ravaughn Robinson at ITS no later than Monday, April 20, 2009, at 3:00 P.M. (Central Time).** Responses may be delivered by hand, via regular mail, overnight delivery, email, or by fax. Fax number is (601) 354-6016. **ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF PROPOSALS.** It is solely the responsibility of the Vendor that proposals reach ITS on time. Vendors should contact Ravaughn Robinson to verify the receipt of their proposals. Proposals received after the deadline will be rejected.

14.2 If you have any questions concerning this request, please e-mail Ravaughn Robinson of ITS at Ravaughn.Robinson@its.ms.gov. **Any questions concerning the specifications detailed in this LOC must be received no later than Monday, April 13, 2009, at 3:00 P.M. (Central Time).**

Enclosures: Attachment A, Cost Information Form
Attachment B, Reference Information Form
Attachment C, Proposal Exception Summary Form
Attachment D, Standard Purchase Agreement

**ATTACHMENT A
COST INFORMATION FORM – LOC NUMBER 38145**

Please submit the ITS requested information response under your general proposal #3576 using the following format. Send your completed form back to the Technology Consultant listed below. If the necessary information is not included, your response cannot be considered.

ITS Technology Consultant

Name: Ravaughn Robinson **RFP #** 3576

Company Name: _____ **Date:** _____

Contact Name: _____ **Phone #:** _____

Contact E-mail: _____

Model Type	Description	Serial Number*	Maintenance Cost
<i>Software Application Support</i>			
CWSNM-1.5-WINUP-K9	CiscoWorks Small Network Management Solution		
<i>SMARTnet Onsite Premium 24x7x4 (C4P)</i>			
PIX-525	Cisco PIX 525 Security Appliance	44406040704	
PIX-525	Cisco PIX 525 Security Appliance	44406040705	
WS-C6509	Cisco Catalyst 6509 Switch	SCA044303W9	
<i>SMARTnet 8x5xNBD (SNT)</i>			
WS-C3508G-XL-EN	Cisco Catalyst 3508G 8 Port Gigabit Switch	FAA0527F07H	
WS-3550-48-SMI	Cisco Catalyst 3550 Series 48 Port Switch	CAT0805R17J	
AIR-AP1121G-A-K9	Cisco Aironet 1100 Series Access Point	FTX1031V0AD	
AIR-AP1121G-A-K9	Cisco Aironet 1100 Series Access Point	FTX1031V0AE	
WS-C2960-24TC-L	Cisco Catalyst 2960-24TC 24-Port Ethernet Switch	FOC1039Z64D	
WS-C2960-48TC-L	Cisco Catalyst 2960-48TC 48-Port Ethernet Switch	FOC1035X1P6	
WS-C2960G-48TC-L	Cisco Catalyst 2960G-48TC 48-Port Switch	FOC1042X5AT	
WS-C2960G-48TC-L	Cisco Catalyst 2960G-24TC 48-Port Switch	FOC1042X7L6	
AIR-PI21AG-A-K9	Cisco Aironet Wireless LAN Client Adapters	FOC1033N0UC	
AIR-PI21AG-A-K9	Cisco Aironet Wireless LAN Client Adapters	FOC1033N0UE	
AIR-PI21AG-A-K9	Cisco Aironet Wireless LAN Client Adapters	FOC1033N17W	
AIR-PI21AG-A-K9	Cisco Aironet Wireless LAN Client Adapters	FOC1033N5RB	
AIR-PI21AG-A-K9	Cisco Aironet Wireless LAN Client Adapters	FOC1033N17X	
AIR-PI21AG-A-K9	Cisco Aironet Wireless LAN Client Adapters	FOC1033N17Y	
AIR-PI21AG-A-K9	Cisco Aironet Wireless LAN Client Adapters	FOC1033N182	

AIR-PI21AG-A-K9	Cisco Aironet Wireless LAN Client Adapters	FOC1033N03P	
WS-C2960G-24TC-L	Cisco Catalyst 2960G-24TC 24-Port Switch	FOC1122Z3K4	
WS-C2960G-24TC-L	Cisco Catalyst 2960G-24TC 24-Port Switch	FOC1122Z2NP	
WS-C2960G-24TC-L	Cisco Catalyst 2960G-24TC 24-Port Switch	FOC1122Z2KN	
WS-C2960G-24TC-L	Cisco Catalyst 2960G-24TC 24-Port Switch	FOC1122Z2NX	
WS-C2960G-24TC-L	Cisco Catalyst 2960G-24TC 24-Port Switch	FOC1122Z2PB	
WS-C2960G-24TC-L	Cisco Catalyst 2960G-24TC 24-Port Switch	FOC1122Z2E8	
WS-C2960G-24TC-L	Cisco Catalyst 2960G-24TC 24-Port Switch	FOC1122Z2K6	
WS-C2960G-24TC-L	Cisco Catalyst 2960G-24TC 24-Port Switch	FOC1123Z30S	
WS-C2960G-24TC-L	Cisco Catalyst 2960G-24TC 24-Port Switch	FOC1123Z316	
WS-C2960G-24TC-L	Cisco Catalyst 2960G-24TC 24-Port Switch	FOC1123Z31E	
WS-C2960G-24TC-L	Cisco Catalyst 2960G-24TC 24-Port Switch	FOC1123Z30R	
WS-C2960G-24TC-L	Cisco Catalyst 2960G-24TC 24-Port Switch	FOC1123Z31H	
WS-C2960G-24TC-L	Cisco Catalyst 2960G-24TC 24-Port Switch	FOC1123Z2ZF	
WS-C2960G-24TC-L	Cisco Catalyst 2960G-24TC 24-Port Switch	FOC1123Z30V	
WS-C2960G-24TC-L	Cisco Catalyst 2960G-24TC 24-Port Switch	FOC1123Z2Z2	
WS-C2960G-24TC-L	Cisco Catalyst 2960G-24TC 24-Port Switch	FOC1132Z7H4	
WS-C2960G-24TC-L	Cisco Catalyst 2960G-24TC 24-Port Switch	FOC1123X11A	
WS-C2960G-24TC-L	Cisco Catalyst 2960G-24TC 24-Port Switch	FOC1123Z2UW	
WS-C2960G-24TC-L	Cisco Catalyst 2960G-24TC 24-Port Switch	FOC1123Z2YB	
WS-C2960G-48TC-L	Cisco Catalyst 2960G-48TC 48-Port Switch	FOC1122ZBL9	

*Manufacturer model number, not Vendor number. If Vendor's internal number is needed for purchase order, include an additional column for that number

ATTACHMENT B
REFERENCE INFORMATION FORM

The information provided below will be used to contact references.

Entity	
Supervisor's Name	
Supervisor's Title	
Supervisor's Telephone #	
Supervisor's E-Mail Address	
Length of Project	
Brief Description of Project	

Entity	
Supervisor's Name	
Supervisor's Title	
Supervisor's Telephone #	
Supervisor's E-Mail Address	
Length of Project	
Brief Description of Project	

Entity	
Supervisor's Name	
Supervisor's Title	
Supervisor's Telephone #	
Supervisor's E-Mail Address	
Length of Project	
Brief Description of Project	

ATTACHMENT C
PROPOSAL EXCEPTION SUMMARY FORM

ITS LOC Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	

**ATTACHMENT D
PURCHASE AGREEMENT
BETWEEN
(INSERT VENDOR NAME)
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION**

This Purchase 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 STREET ADDRESS) (hereinafter referred to as "Seller"), and Mississippi Department of Information Technology Services having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi Department of Finance and Administration located at 501 North West Street, Suite 1201-B, Jackson, Mississippi 39201 (hereinafter referred to as "Purchaser"). ITS and Purchaser are sometimes collectively referred to herein as "State".

WHEREAS, Purchaser, pursuant to Letter of Configuration Number 38145 dated (INSERT DATE) (hereinafter referred to as "LOC") based on General Request for Proposals ("RFP") No. 3576, requested proposals for the acquisition of SmartNet maintenance for Purchaser's existing CISCO hardware and software (hereinafter referred to as "Services") as listed in Exhibit A which is attached hereto and incorporated herein; and

WHEREAS, Seller was the successful proposer in an open, fair and competitive procurement process to re-sell the Services as specified herein;

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

ARTICLE 1 TERM OF AGREEMENT

1.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, the period of performance of SmartNet maintenance Services under this Agreement shall begin on May 1, 2009 and will continue in effect until the close of business on April 30, 2014 (hereinafter referred to as "Initial Term"). 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. Sixty (60) days prior to the expiration of the Initial Term or any renewal term of this Agreement, Seller shall notify Purchaser and ITS of the impending expiration and any inflation increase allowed for in this Agreement, and Purchaser shall have thirty (30) days in which to notify Seller of its intention to either renew or cancel the Agreement. Failure of the Seller to so notify Purchaser will result in the Seller providing the SmartNet maintenance Services at no cost to Purchaser until a new contract can be negotiated.

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

ARTICLE 2 FURNISHING OF SERVICES

2.1 Subject to the terms and conditions set forth herein, Seller agrees to provide and Purchaser agrees to buy as needed, the Services listed in the attached Exhibit A and at the purchase price set forth therein, but in no event will the total compensation to be paid hereunder exceed the specified sum of **\$INSERT AMOUNT** unless prior written authorization from ITS has been obtained. Purchaser shall submit a purchase order signed by a representative of Purchaser itemizing the Services to be purchased. The purchase order shall be subject to the terms and conditions of this Agreement. The parties agree that Purchaser reserves the right to adjust the quantities of purchases based upon the availability of funding or as determined necessary by Purchaser. Seller guarantees pricing for the Initial Term of this Agreement. In the event there is a national price decrease of the Services bid during this time, Seller agrees to extend the new, lower pricing to Purchaser.

2.2 The Services provided by Seller shall meet or exceed the minimum specifications set forth in the LOC, General RFP No. 3576 and the Seller's Proposals in response thereto.

2.3 The Seller must provide a fixed price contract for prime-shift (8 A.M. to 5 P.M. Monday through Friday) maintenance support for the equipment specified as such ("8x5") on the attached Exhibit A. For equipment designated as 8x5, the Seller shall respond on-site to requests for unscheduled remedial maintenance and repair the 8x5 equipment not later than the next business day after receipt of the call on all repairs not requiring parts ordering, and a maximum two (2) working days turnaround from the point the call is made on all repairs requiring parts ordering. Response is defined as a qualified Cisco Certified Internetwork Expert ("CCIE") on-site. If after two (2) days the item has not been repaired, a compatible loaner unit will be provided. If the Seller determines at the initial equipment inspection that repair parts cannot be acquired within two (2) working days, Seller shall provide a compatible loaner unit at that time. Should the Seller fail to respond and repair within these timeframes, the Seller shall pay Purchaser \$50.00 per hour for every hour of delay.

2.4 The Seller must propose a fixed price contract for 24x7 on-site maintenance support for the equipment specified as such ("24x7") on the attached Exhibit A. For equipment designated as 24x7, the Seller shall respond on site to requests for unscheduled remedial maintenance and repair the 24x7 equipment within four (4) hours after receipt of the call, twenty-four (24) hours per day, seven (7) days a week. Response is defined as a qualified CCIE on-site. For critical parts, the Seller shall provide a compatible loaner unit at that time and immediately proceed in repairing or permanently replacing the malfunctioning part. Should the Seller fail to respond and repair within these timeframes, the Seller shall pay Purchaser \$50.00 per hour for every hour of delay.

ARTICLE 3 CONSIDERATION AND METHOD OF PAYMENT

3.1 During the Initial Term of this Agreement, Purchaser shall pay Seller **\$INSERT AMOUNT** for the SmartNet maintenance Services. Seller shall submit an invoice annually with the appropriate documentation to Purchaser, including specific documentation of any inflation

increase for any renewal term. The State may, at its sole discretion, require Seller to submit invoices and supporting documentation electronically at any time during the term of this Agreement. 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. Purchaser 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 Purchaser within forty-five (45) days of receipt of the invoice. Seller understands and agrees that Purchaser 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. Purchaser shall submit payments to **(INSERT MAILING ADDRESS FOR VENDOR)**. All payments should be made in United States currency. Payments by state agencies that make payments through the Statewide Automated Accounting System (“SAAS”) shall be made and remittance information provided electronically as directed by the State. Payments by SAAS agencies shall be deposited into the bank account of the Seller’s choice.

ARTICLE 4 WARRANTIES

4.1 Seller represents and warrants that Seller has the right to sell the Services provided under this Agreement.

4.2 Seller represents and warrants that the Services provided by Seller shall meet or exceed the minimum specifications set forth in the LOC, General RFP No. 3576 and Seller’s Proposals in response thereto.

4.3 Seller represents and warrants that its Services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such Services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Seller shall, for a period of ninety (90) days from performance of the Service, perform the Services again, at no cost to Purchaser, or if Seller is unable to perform the Services as warranted, Seller shall reimburse Purchaser the fees paid to Seller for the unsatisfactory Services.

4.4 Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) 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. Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Seller 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. Seller understands and agrees that any breach of these warranties may subject Seller 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 Seller 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, Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

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

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

4.7 Seller represents and warrants that it will maintain a Cisco Certified Internetwork Expert ("CCIE") to provide Services hereunder at all times during the duration of this Agreement. For any breach of this warranty, Seller shall pay the Purchaser fifty percent (50%) of the total contract amount.

ARTICLE 5 EMPLOYMENT STATUS

5.1 Seller 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.

5.2 Seller 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 Purchaser. Seller 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 Seller nor employees of Seller are entitled to state retirement or leave benefits.

5.3 Any person assigned by Seller to perform the services hereunder shall be the employee of Seller, who shall have the sole right to hire and discharge its employee. Purchaser may, however, direct Seller to replace any of its employees under this Agreement. If Seller is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Seller will not charge Purchaser for those hours.

5.4 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

Seller shall be paid as a gross sum with no withholdings or deductions being made by Purchaser for any purpose from said contract sum.

ARTICLE 6 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Seller will be responsible for the behavior of all its employees and subcontractors while on the premises of any Purchaser 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 Seller employees and subcontractors who will be working at such locations shall be covered by Seller's comprehensive general liability insurance policy.

ARTICLE 7 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 8 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

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

8.2 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.

8.3 Seller must obtain the written approval of Purchaser before subcontracting any portion of this Agreement. No such approval by Purchaser of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Purchaser 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 Purchaser may deem necessary.

8.4 Seller represents and warrants that any subcontract agreement Seller 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 Purchaser, and that the subcontractor acknowledges that no privity of contract exists between the Purchaser and the subcontractor and that the Seller is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Seller. The Seller 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 Seller's failure to pay any and all amounts due by Seller to any subcontractor, materialman, laborer or the like.

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

ARTICLE 9 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Purchaser to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or 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 Purchaser for the payments or performance due under this Agreement, Purchaser shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to Purchaser of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Purchaser shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 10 TERMINATION

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period; (c) Purchaser may terminate the Agreement in whole or in part without the assessment of any penalties upon thirty (30) days written notice to Seller if Seller becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) Purchaser may terminate the Agreement without the assessment of any penalties for any reason after giving thirty (30) days written notice specifying the effective date thereof to Seller. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

ARTICLE 11 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. Seller expressly agrees that under no circumstances shall Purchaser or ITS be obligated to pay an attorneys fee, prejudgment interest or the cost of legal action to Seller. Further, nothing in this Agreement shall affect any statutory rights Purchaser may have that cannot be waived or limited by contract.

ARTICLE 12 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 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 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 section of this Agreement.

ARTICLE 15 HOLD HARMLESS

To the fullest extent allowed by law, Seller shall indemnify, defend, save and hold harmless, protect and exonerate Purchaser, ITS 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 Seller and/or its partners, principals, agents, employees, or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 16 THIRD PARTY ACTION NOTIFICATION

Seller shall notify Purchaser in writing within five (5) business days of Seller 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 Seller or Purchaser by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Seller's performance under this Agreement. Failure of the Seller to provide such written notice to Purchaser shall be considered a material breach of this Agreement and the Purchaser 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 17 AUTHORITY TO CONTRACT

Seller 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 18 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: Mr. David L. Litchlitter, Executive Director, Mississippi Department of Information Technology Services, 301 North Lamar Street, Suite 508, Jackson,

Mississippi 39201. Purchaser's address for notice is: Ms. Darlene Farrar, Lead Systems Administrator, Mississippi Department of Finance and Administration, 501 North West Street, Suite 1201-B, Jackson, Mississippi 39201. The Seller's address for notice is: **(INSERT NAME, TITLE, & ADDRESS OF VENDOR PERSON FOR 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 19 RECORD RETENTION AND ACCESS TO RECORDS

Seller 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 Purchaser, ITS, any state or federal agency authorized to audit Purchaser, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Seller'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 Seller's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Seller 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 20 INSURANCE

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

ARTICLE 21 DISPUTES

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Seller and Purchaser, 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 22 COMPLIANCE WITH LAWS

Seller shall comply with, and all activities under this Agreement shall be subject to, all Purchaser 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, Seller 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.

ARTICLE 23 CONFLICT OF INTEREST

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

ARTICLE 24 SOVEREIGN IMMUNITY

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

ARTICLE 25 CONFIDENTIAL INFORMATION

25.1 Seller shall treat all Purchaser 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 Purchaser. In the event that Seller 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, Seller shall promptly inform Purchaser 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 Seller 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 Seller following any termination or completion of this Agreement.

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

ARTICLE 26 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 Seller on the basis of draftsmanship or preparation hereof.

ARTICLE 27 NON-SOLICITATION OF EMPLOYEES

Seller agrees not to employ or to solicit for employment, directly or indirectly, any of the Purchaser'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 Purchaser and the Seller 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 28 ENTIRE AGREEMENT

28.1 This Agreement 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 hereto, including all terms of any unsigned or “shrink-wrap” license included in any package, media or electronic version of Seller-furnished software, or any “click-wrap” or “browse-wrap” license presented in connection with a purchase via the internet. The LOC, General RFP No. 3576, and Seller’s Proposals in response thereto are hereby incorporated into and made a part of this Agreement.

28.2 The Agreement 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 both parties;
- B. Any exhibits attached to this Agreement;
- C. LOC;
- D. General RFP No. 3576 and written addenda, and
- E. Seller’s Proposals, as accepted by Purchaser, in response to the LOC and General RFP No. 3576.

28.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Seller. 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 (“E. Seller’s Proposals”).

ARTICLE 29 SURVIVAL

Articles 4, 11, 15, 19, 24, 25, 27, 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 30 DEBARMENT AND SUSPENSION CERTIFICATION

Seller 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 transaction (federal, state or local) terminated for cause or default.

ARTICLE 31 NETWORK SECURITY

Seller and Purchaser understand and agree that the State of Mississippi’s Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Agreement, Seller and Purchaser agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on the State’s premises. Seller agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on the Seller’s premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require the Seller to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.

ARTICLE 32 STATUTORY AUTHORITY

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software, and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Purchaser’s or Seller’s contractual obligations, financial or otherwise, contained within this Agreement.

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

**State of Mississippi, Department of
Information Technology Services, on
behalf of Mississippi Department of
Finance and Administration**

(INSERT VENDOR NAME)

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: David L. Litchliter

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A