

**PROJECT NUMBER 42478  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
SYSTEMS IT, INC.  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI**

This Professional Services Agreement (hereinafter referred to as "Agreement") is entered into by and between Systems IT, Inc., a Subchapter S Mississippi corporation having its principal place of business at 1855 Lakeland Drive, Suite R-101, Jackson, Mississippi 39216 (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"), as contracting agent for the agencies and institutions of the State of Mississippi (hereinafter referred to as "Customer"). Customer and ITS are hereinafter collectively referred to as "State".

**WHEREAS**, ITS, pursuant to Request for Proposals ("RFP") No. 3863 requested proposals for the acquisition of training providers and facilities for the ITS Education Institute to fulfill state agencies and institutions' educational training requirements on an "as needed" and "if needed" basis, and

**WHEREAS**, Contractor was the successful proposer in an open, fair and competitive procurement process to provide the services described herein;

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

**ARTICLE 1 PERIOD OF PERFORMANCE**

Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties and shall continue in effect for three (3) years thereafter ("Initial Term"). At the end of the Initial Term, this Agreement may, upon the written agreement of the parties, be renewed for two (2) additional years. Sixty (60) days prior to the expiration of the Initial Term or any renewal term of this Agreement, Contractor shall notify ITS of the impending expiration and ITS shall have thirty (30) days in which to notify Contractor of its intention to either renew or cancel the Agreement.

**ARTICLE 2 SCOPE OF SERVICES**

Contractor shall perform all work specified in RFP No. 3863 and Contractor's Proposal, as accepted by ITS, in response thereto and as summarized in "Exhibit A" which is attached hereto and incorporated herein by reference.

**ARTICLE 3 CONSIDERATION AND METHOD OF PAYMENT**

**3.1** As consideration for the performance of this Agreement, each Customer shall pay Contractor at the per student per class prices as specified in Exhibit A for the actual number of classes attended during the previous month by Customer's employees. It is understood by the parties that travel, subsistence and any related project expenses are included in the rates. No additional costs will be added to the monthly invoices for such expenses. The parties agree that

the pricing set forth in Exhibit A is firm and not subject to any increases during the Initial Term. Thereafter, the prices cannot increase more than five percent (5%) per year during any renewal term. Contractor shall keep daily records of the actual number of state employees attending classes and shall supply such records to ITS on a monthly basis. Contractor shall also supply copies of Customer invoices to ITS on a monthly basis.

**3.2** Contractor shall submit invoices monthly in arrears with the appropriate documentation to each Customer for the actual number of classes attended by Customer's employees during the previous month. Upon the expiration of this Agreement, Contractor shall submit the final invoice with appropriate documentation to each Customer for payment for the services performed during the final month of this Agreement. Appropriate documentation may include, but is not limited to, sign-in sheets and evaluation sheets for all classes. Contractor shall submit invoices and supporting documentation to each Customer electronically during the term of this Agreement using the processes and procedures identified by the State. Each Customer shall 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 each Customer is exempt from the payment of taxes. All payments shall be 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."

**3.3** Acceptance by the Contractor of the last payment from the Customer shall operate as a release of all claims against the State by the Contractor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

#### **ARTICLE 4 WARRANTIES**

**4.1** The Contractor 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 Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services.

**4.2** 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, 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.

**4.3** Contractor represents and warrants that no official or employee of ITS, 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.

**4.4** 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 5 EMPLOYMENT STATUS**

**5.1** 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 be construed to create an employer-employee relationship, or a joint venture relationship.

**5.2** 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.

**5.3** Any person assigned by Contractor to perform the services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. ITS may, however, direct Contractor to replace any of its employees under this Agreement.

**5.4** 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.

**5.5** 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, except as permitted herein in the article titled "Termination".

#### **ARTICLE 6 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 and/or student body, 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 shall be covered by Contractor'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 Contractor represents all contractors, third parties, and/or subcontractors Contractor has assembled for this project. The State is required to negotiate only with Contractor, as Contractor'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** Contractor must obtain the written approval of ITS before subcontracting any portion of this Agreement. No such approval by ITS of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of ITS 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 ITS may deem necessary.

**8.4** 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, and 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.

**8.5** 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 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 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 Customer for the payments or performance due under this Agreement, ITS shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to the State 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 TERMINATION**

**10.1** 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 ITS and Contractor; (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) ITS may terminate the Agreement in whole or in part without the assessment of any penalties upon thirty (30) days written notice to Contractor if Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary; or (d) ITS may terminate the Agreement for any reason without the assessment of any penalties after giving thirty (30) days written notice specifying the effective date thereof to Contractor. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

**10.2** Notwithstanding the above, Contractor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of this Agreement by Contractor, and the State may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due the State from Contractor are determined.

#### **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. Contractor expressly agrees that under no circumstances shall the State 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 the State 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 Article in this Agreement.

#### **ARTICLE 15 HOLD HARMLESS**

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate 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 Contractor 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**

Contractor shall notify ITS 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 ITS 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 ITS shall be considered a material breach of this Agreement and ITS 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**

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 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: 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: Ms. Toni Cooley, Owner, Systems IT, Inc., 1855 Lakeland Drive, Suite R-101, Jackson, Mississippi 39216. 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**

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. ITS, 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 20 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 ITS 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 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 22 COMPLIANCE WITH LAWS**

**22.1** 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.

**22.2** 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 23 CONFLICT OF INTEREST**

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

#### **ARTICLE 24 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 25 CONFIDENTIAL INFORMATION**

**25.1** Contractor shall treat all State 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 the State. 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 the State 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 and 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.

**25.2** 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.

**25.3** The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, 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 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 Contractor on the basis of draftsmanship or preparation hereof.

## **ARTICLE 27 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

All data, electronic or otherwise, collected by Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Contractor in connection with this Agreement, whether completed or in progress, shall be the property of ITS upon completion of this Agreement or upon termination of this Agreement. ITS hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Agreement. Contractor is prohibited from use of the above described information and/or materials without the express written approval of ITS.

## **ARTICLE 28 NON-SOLICITATION OF EMPLOYEES**

Contractor agrees not to employ or to solicit for employment, directly or indirectly, any of the Customer'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 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 RFP No. 3863 and Contractor's Proposal in response to RFP No. 3863 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. RFP No. 3863 and written addenda, and
- D. Contractor's Proposal, as accepted by ITS, in response to RFP No. 3863.

**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 STATE PROPERTY**

Contractor shall be responsible for the proper custody of any Customer-owned property furnished for Contractor's use in connection with work performed pursuant to this Agreement. Contractor shall reimburse the Customer for any loss or damage, normal wear and tear excepted.

#### **ARTICLE 31 SURVIVAL**

Articles 4, 11, 15, 19, 24, 25, 27, 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 32 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 transaction (federal, state or local) terminated for cause or default.

#### **ARTICLE 33 SPECIAL TERMS AND CONDITIONS**

It is understood and agreed by the parties to this Agreement that there are no special terms and conditions.

#### **ARTICLE 34 COMPLIANCE WITH ENTERPRISE SECURITY POLICY**

Contractor and the State 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. ITS 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 35 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, 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.

#### ARTICLE 36 PERSONNEL ASSIGNMENT GUARANTEE

Contractor guarantees that the personnel assigned to this project will remain a part of the project throughout the duration of the Agreement as long as the personnel are employed by the Contractor and are not replaced by Contractor pursuant to the third paragraph of the Article herein titled "Employment Status". Contractor further agrees that the assigned personnel will function in the capacity for which their services were acquired throughout the life of the Agreement, and any failure by Contractor to so provide these persons shall entitle the State to terminate this Agreement for cause. Contractor agrees to pay ITS fifty percent (50%) of the total contract value if any of the assigned personnel is removed from the project prior to the ending date of the contract for reasons other than departure from Contractor's employment or replacement by Contractor pursuant to the third paragraph of the Article herein titled "Employment Status". Subject to the State's written approval, the Contractor may substitute qualified persons in the event of the separation of the incumbents therein from employment with Contractor or for other compelling reasons that are acceptable to the State, and in such event, will be expected to assign additional staff to provide support to the State within thirty calendar days or within such other mutually agreed upon period of time, or ITS may, in its sole discretion, terminate this Agreement immediately without the necessity of providing thirty (30) days' notice. The replacement personnel shall have equal or greater ability, experience and qualifications than the departing personnel, and shall be subject to the prior written approval of ITS. The Contractor shall not permanently divert any staff member from meeting work schedules developed and approved under this Agreement unless approved in writing by ITS. In the event of Contractor personnel loss or redirection, the services performed by the Contractor shall be uninterrupted and the Contractor shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

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

By:   
Authorized Signature

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

Title: Executive Director

Date: 3/8/17

Systems IT, Inc.

By:   
Authorized Signature

Printed Name: Michael Thomas

Title: President

Date: 3/3/2017

## EXHIBIT A

Course Title	Retail Course Price	ITS Course Price	Length of Course (Days)	Student Capacity	Minimum # of Students
10135 Configuring, Managing and Troubleshooting Microsoft Exchange Server 2010	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
10174 Configuring and Administering Microsoft SharePoint 2010	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
10175 Microsoft SharePoint 2010, Application Development	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
10262 Developing Windows Applications with Microsoft Visual Studio 2010	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
10263 Developing Windows Communication Foundation Solutions with Microsoft Visual Studio 2010	\$1,677.00	\$1,035.00	3	8	4 Instructor Led 1 Online
10264 Developing Web Applications with Microsoft Visual Studio 2010	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
10265 Developing Data Access Solutions with Microsoft Visual Studio 2010	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
10266 Programming in C# with Microsoft Visual Studio 2010	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
10267 Introduction to Web Development with Microsoft Visual Studio 2010	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
10550 Programming in Visual Basic with Microsoft® Visual Studio® 2010	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
10748 Deploying System Center 2012 Configuration Manager	\$1,677.00	\$1,035.00	3	8	4 Instructor Led 1 Online
10958 Programming Fundamentals of Web Applications	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
10958 Programming Fundamentals of Web Applications	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
10961 Automating Administration with Windows PowerShell	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
10962 Advanced Automated Administration with Windows PowerShell	\$1,677.00	\$1,035.00	3	8	4 Instructor Led 1 Online
10964 Cloud & Datacenter Monitoring with System Center Operations Manager	\$2,795.00	\$1,725.00	5	8	6 Instructor Led 1 Online
10965 IT Service Management with System Center Service Manager	\$2,795.00	\$1,725.00	5	8	6 Instructor Led 1 Online

Course Title	Retail Course Price	ITS Course Price	Length of Course (Days)	Student Capacity	Minimum # of Students
10967 Fundamentals of a Windows Server Infrastructure	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
10969 Active Directory Services with Windows Server	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
10970 Networking with Windows Server	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
10971 Storage and High Availability with Windows Server	\$2,236.00	\$1,380.00	4	8	4 Instructor Led 1 Online
10972 Administering the Web Server (IIS) Role of Windows Server	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
10974 Deploying Windows Server	\$1,677.00	\$1,035.00	3	8	4 Instructor Led 1 Online
10975 Introduction to Programming	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
10977 Updating Your SQL Server Skills to Microsoft SQL Server 2014	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
10979 Microsoft Azure Fundamentals	\$1,118.00	\$690.00	2	8	1 Online
10981 Infrastructure Provisioning with System Center Virtual Machine Manager	\$2,795.00	\$1,725.00	5	8	1 Online
10982 Supporting and Troubleshooting Windows 10	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
10985 Introduction to SQL Databases	\$1,677.00	\$1,035.00	3	8	4 Instructor Led 1 Online
10986 Upgrading Your Skills to SQL Server 2016	\$1,677.00	\$1,035.00	3	8	4 Instructor Led 1 Online
10987 Performance Tuning and Optimizing SQL Databases	\$2,236.00	\$1,380.00	4	8	1 Online
10988 Managing SQL Business Intelligence Operations	\$1,677.00	\$1,035.00	3	8	1 Online
10989 Analyzing Data with Power BI	\$1,118.00	\$690.00	2	8	1 Online
10990 Analyzing Data with SQL Server Reporting Services	\$1,677.00	\$1,035.00	3	8	1 Online
20246 Monitoring and Operating a Private Cloud	\$2,795.00	\$1,725.00	5	8	1 Online
20247 Configuring and Deploying a Private Cloud	\$2,795.00	\$1,725.00	5	8	1 Online
20331 Core Solutions of Microsoft SharePoint Server 2013	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online



<b>Course Title</b>	<b>Retail Course Price</b>	<b>ITS Course Price</b>	<b>Length of Course (Days)</b>	<b>Student Capacity</b>	<b>Minimum # of Students</b>
<b>20332 Advanced Solutions of Microsoft SharePoint Server 2013</b>	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
<b>20334 Core Solutions of Microsoft Skype for Business 2015</b>	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
<b>20337 Enterprise Voice and Online Services with Microsoft Lync Server 2013</b>	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
<b>20339-1 Planning and Administering SharePoint 2016</b>	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
<b>20339-2 Advanced Technologies of SharePoint 2016</b>	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
<b>20341 Core Solutions of Microsoft Exchange Server 2013</b>	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
<b>20342 Advanced Solutions of Microsoft Exchange Server 2013</b>	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
<b>20345-1 Administering Microsoft Exchange Server 2016</b>	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
<b>20345-2 Designing and Deploying Microsoft Exchange Server 2016</b>	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
<b>20347 Enabling and Managing Office 365</b>	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
<b>20398 Planning for and Managing Devices in the Enterprise: Enterprise Management Suite (EMS) &amp; On-Premises Tools</b>	\$2,795.00	\$1,725.00	5	8	1 Online
<b>20409 Server Virtualization with Windows Server Hyper-V and System Center</b>	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
<b>20410 Installing and Configuring Windows Server 2012</b>	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
<b>20411 Administering Windows Server 2012</b>	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
<b>20412 Configuring Advanced Windows Server 2012 Services</b>	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
<b>20413 Designing and Implementing a Server Infrastructure</b>	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
<b>20414 Implementing an Advanced Server Infrastructure</b>	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
<b>20415 Implementing a Desktop Infrastructure</b>	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online

Course Title	Retail Course Price	ITS Course Price	Length of Course (Days)	Student Capacity	Minimum # of Students
20416 Implementing Desktop Application Environments	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
20417 Upgrading Your Skills to MCSA Windows Server 2012	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
20461 Querying Microsoft SQL Server	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
20462 Administering Microsoft SQL Server Databases	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
20463 Implementing a Data Warehouse with Microsoft SQL Server	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
20464 Developing Microsoft SQL Server Databases	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
20465 Designing Solutions for Microsoft SQL Server 2014	\$1,677.00	\$1,035.00	3	8	4 Instructor Led 1 Online
20466 Implementing Data Models and Reports with Microsoft SQL Server	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
20467 Designing Business Intelligence Solutions with Microsoft SQL Server 2014	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
20480 Programming in HTML5 with JavaScript and CSS3	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
20481 Essentials of Developing Windows® Metro Style Apps Using HTML5 and JavaScript	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
20482 Advanced Windows® Store App Development Using HTML5 and JavaScript	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
20483 Programming in C#	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
20484 Essentials of Developing Windows Store Apps Using C#	\$2,795.00	\$1,725.00	5	8	1 Online
20485 Advanced Windows Store App Development Using C#	\$2,795.00	\$1,725.00	5	8	1 Online
20486 Developing ASP.NET MVC 4 Web Applications	\$2,795.00	\$1,725.00	5	8	1 Online
20487 Developing Windows Azure and Web Services	\$2,795.00	\$1,725.00	5	8	1 Online
20488 Developing Microsoft SharePoint 2013 Core Solutions	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online

Course Title	Retail Course Price	ITS Course Price	Length of Course (Days)	Student Capacity	Minimum # of Students
20489 Developing Microsoft SharePoint 2013 Advanced Solutions	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
20532 Developing Microsoft Azure Solutions	\$2,236.00	\$1,380.00	5	8	1 Online
20533 Implementing Microsoft Azure Infrastructure Solutions	\$2,795.00	\$1,725.00	5	8	1 Online
20694 Virtualizing Enterprise Desktops and Apps	\$2,795.00	\$1,725.00	5	8	1 Online
20695 Deploying Windows Desktops and Enterprise Applications	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
20696 Administering System Center Configuration Manager and Intune	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
20697-1 Installing and Configuring Windows 10	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
20697-2 Deploying and Managing Windows 10 Using Enterprise Services	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
20761 Querying Data with Transact SQL	\$1,677.00	\$1,035.00	3	8	4 Instructor Led 1 Online
20762 Developing SQL Databases	\$2,236.00	\$1,380.00	4	8	4 Instructor Led 1 Online
20764 Administering a SQL Database Infrastructure	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
20765 Provisioning SQL Databases	\$1,677.00	\$1,035.00	3	8	4 Instructor Led 1 Online
20767 Implementing a SQL Data Warehouse	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
20768 Developing SQL Data Models	\$1,677.00	\$1,035.00	3	8	4 Instructor Led 1 Online
2778 Writing Queries Using Microsoft SQL Server 2008 Transact-SQL	\$1,677.00	\$1,035.00	3	8	4 Instructor Led 1 Online
40034 Software Development Fundamentals with HTML5	\$1,677.00	\$1,035.00	3	8	1 Online
40035 Software Development Fundamentals with .NET	\$1,677.00	\$1,035.00	3	8	1 Online
40364 Database Administration Fundamentals	\$1,677.00	\$1,035.00	3	8	1 Online
40365 Windows Server Administration Fundamentals	\$1,677.00	\$1,035.00	3	8	1 Online



Course Title	Retail Course Price	ITS Course Price	Length of Course (Days)	Student Capacity	Minimum # of Students
50255 Managing Windows Environments with Group Policy	\$2,795.00	\$1,725.00	5	8	1 Online
50331 Windows 7, Enterprise Desktop Support Technician	\$2,795.00	\$1,725.00	5	8	1 Online
50413 Mastering Microsoft Project 2010	\$1,677.00	\$1,035.00	3	8	1 Online
50470 Microsoft SharePoint Server 2010 for the Site Owner/Power User	\$1,118.00	\$690.00	2	8	1 Online
50547 Microsoft SharePoint 2010 Site Collection and Site Administration	\$2,795.00	\$1,725.00	5	8	1 Online
55005 Microsoft Report Builder 3.0 with SQL 2008R2, SQL 2012, and SQL 2014	\$1,118.00	\$690.00	2	8	1 Online
55007 System Center 2012 Orchestrator	\$1,677.00	\$1,035.00	3	8	1 Online
55021 Configuring and Administering Hyper-V in Windows Server 2012	\$1,677.00	\$1,035.00	3	8	1 Online
55033 SharePoint 2013 Site Collection and Site Administration	\$2,795.00	\$1,725.00	5	8	1 Online
55034 Project Server 2013 Inside Out	\$2,795.00	\$1,725.00	5	8	1 Online
55035 Microsoft SharePoint Server 2013 for the Site Owner/Power User	\$1,118.00	\$690.00	2	8	1 Online
55039 Windows PowerShell Scripting and Toolmaking	\$2,795.00	\$1,725.00	5	8	1 Online
55042 SharePoint 2013 Business Intelligence	\$1,677.00	\$1,035.00	3	8	1 Online
55054 Mastering Microsoft Project 2013	\$1,677.00	\$1,035.00	3	8	1 Online
55066 PowerShell for SharePoint Administrators	\$559.00	\$345.00	1	8	1 Online
55069 PowerShell for SQL Server Administrators	\$1,118.00	\$690.00	2	8	1 Online
55081 Basic SharePoint Server 2013 Branding	\$1,118.00	\$690.00	2	8	1 Online
55122 Microsoft SharePoint 2013 Search Administration	\$1,677.00	\$1,035.00	3	8	1 Online
55123 Writing Reports with Report Builder and SSRS Level 1	\$1,118.00	\$690.00	2	8	1 Online
55128 Writing Reports with Report Builder and SSRS Level 2	\$1,118.00	\$690.00	2	8	1 Online

Course Title	Retail Course Price	ITS Course Price	Length of Course (Days)	Student Capacity	Minimum # of Students
55141 SharePoint 2013 Search for Power Users	\$559.00	\$345.00	1	8	1 Online
55144 SQL Server Performance Tuning and Optimization	\$2,795.00	\$1,725.00	5	8	1 Online
6292 Installing and Configuring Windows 7 Client	\$1,677.00	\$1,035.00	3	8	4 Instructor Led 1 Online
6293 Troubleshooting and Supporting Windows 7 in the Enterprise	\$1,677.00	\$1,035.00	3	8	4 Instructor Led 1 Online
6294 Planning and Managing Windows 7 Desktop Deployments and Environments	\$2,795.00	\$1,725.00	5	8	4 Instructor Led 1 Online
80539 Installation and Deployment in Microsoft Dynamics CRM 2013	\$690.00	\$459.00	2	8	1 Online
80545 Customer Service in Microsoft Dynamics CRM 2013	\$395.00	\$244.00	1	8	1 Online
80545 Customer Service in Microsoft Dynamics CRM 2013	\$395.00	\$244.00	1	8	1 Online
Access 2013 Programming with VBA	\$690.00	\$459.00	3	8	1 Online
Administering Team Foundation Server 2015	\$1,677.00	\$1,035.00	3	8	1 Online
Adobe Acrobat Pro DC: Advanced	\$395.00	\$244.00	1	8	1 Online
Adobe Acrobat Pro DC: Introduction	\$395.00	\$244.00	1	8	1 Online
Adobe Acrobat XI Pro - Part 1	\$395.00	\$244.00	1	8	1 Online
Adobe Acrobat XI Pro - Part 2	\$395.00	\$244.00	1	8	1 Online
Adobe Captivate 8: Beyond the Essentials	\$690.00	\$459.00	2	8	1 Online
Adobe Captivate 8: The Essentials	\$690.00	\$459.00	2	8	1 Online
Adobe Captivate 9: Beyond the Essentials	\$690.00	\$459.00	2	8	1 Online
Adobe Captivate 9: The Essentials	\$690.00	\$459.00	2	8	1 Online
Adobe Dreamweaver CC: Part 1	\$690.00	\$459.00	2	8	1 Online
Adobe Dreamweaver CC: Part 2	\$690.00	\$459.00	2	8	1 Online
Adobe Dreamweaver CS6 - Part 1	\$690.00	\$459.00	2	8	1 Online
Adobe Dreamweaver CS6 - Part 2	\$690.00	\$459.00	2	8	1 Online
Adobe Flash CC: Part 1	\$690.00	\$459.00	2	8	1 Online
Adobe Flash CC: Part 2	\$690.00	\$459.00	2	8	1 Online
Adobe Flash CS6 - Part 1	\$690.00	\$459.00	2	8	1 Online
Adobe Flash CS6 - Part 2	\$690.00	\$459.00	2	8	1 Online
Adobe Illustrator CC: Part 1	\$690.00	\$459.00	2	8	1 Online

Course Title	Retail Course Price	ITS Course Price	Length of Course (Days)	Student Capacity	Minimum # of Students
Adobe Illustrator CC: Part 2	\$690.00	\$459.00	2	8	1 Online
Adobe Illustrator CS6 - Part 1	\$690.00	\$459.00	2	8	1 Online
Adobe Illustrator CS6 - Part 2	\$690.00	\$459.00	2	8	1 Online
Adobe InDesign CC: Part 1	\$690.00	\$459.00	2	8	1 Online
Adobe InDesign CC: Part 2	\$690.00	\$459.00	2	8	1 Online
Adobe InDesign CS6 - Part 1	\$690.00	\$459.00	2	8	1 Online
Adobe InDesign CS6 - Part 2	\$690.00	\$459.00	2	8	1 Online
Adobe Photoshop CC: Part 1	\$690.00	\$459.00	2	8	1 Online
Adobe Photoshop CC: Part 2	\$690.00	\$459.00	2	8	1 Online
Adobe Photoshop CS6 - Part 1	\$690.00	\$459.00	2	8	1 Online
Adobe Photoshop CS6 - Part 2	\$690.00	\$459.00	2	8	1 Online
Android Studio Development Essentials	\$2,795.00	\$1,725.00	5	8	1 Online
BA01 - Business Analysis Essentials	\$998.00	\$690.00	2	8	1 Online
BA02 - Strategic Enterprise Analysis	\$998.00	\$690.00	2	8	1 Online
BA03 - Writing Effective Business Cases	\$998.00	\$690.00	2	8	1 Online
BA04 - Eliciting and Writing Effective Requirements	\$1,497.00	\$1,035.00	3	8	1 Online
BA05 - Process Modeling Using BPMN	\$998.00	\$690.00	2	8	1 Online
BA06 - Managing and Communicating Requirements for Projects	\$998.00	\$690.00	2	8	1 Online
BA07 - Implementing an Agile Project	\$998.00	\$690.00	2	8	1 Online
BA09 - Managing Requirements for SharePoint Projects	\$998.00	\$690.00	2	8	1 Online
BA10 - Understanding Root Cause Analysis	\$998.00	\$690.00	2	8	1 Online
BA19 – User Acceptance Testing (UAT) for Business Analysts	\$998.00	\$690.00	2	8	1 Online
BA20 - Business Process Improvement	\$998.00	\$690.00	2	8	1 Online
Certified Associate in Project Management (CAPM) Course	\$1,797.00	\$1,395.00	3	8	1 Online
Certified Information Security Manager (CISM)	\$1,797.00	\$1,395.00	3	8	1 Online
Certified Information System Security Professional (CISSP)	\$2,995.00	\$1,995.00	5	8	1 Online
Certified Information Systems Auditor (CISA)	\$2,995.00	\$1,995.00	5	8	1 Online

Course Title	Retail Course Price	ITS Course Price	Length of Course (Days)	Student Capacity	Minimum # of Students
Cisco Implementing Cisco Collaboration Devices v1.0 (CICD)	\$3,295.00	\$2,495.00	5	8	6 Instructor Led 1 Online
Cisco Implementing Cisco Edge Network Security Solutions v1.0 (SENSS)	\$3,295.00	\$2,495.00	5	8	6 Instructor Led 1 Online
Cisco Implementing Cisco IP Routing v2.0 (ROUTE)	\$3,295.00	\$2,495.00	5	8	6 Instructor Led 1 Online
Cisco Implementing Cisco Network Security v3.0 (IINS)	\$3,295.00	\$2,495.00	5	8	6 Instructor Led 1 Online
Cisco Implementing Cisco Secure Mobility Solutions v1.0 (SIMOS)	\$3,295.00	\$2,495.00	5	8	6 Instructor Led 1 Online
Cisco Implementing Cisco Switched Networks v2.0 (SWITCH)	\$3,295.00	\$2,495.00	5	8	6 Instructor Led 1 Online
Cisco Implementing Core Cisco ASA Security v1.0 (SASAC)	\$3,295.00	\$2,495.00	5	8	6 Instructor Led 1 Online
Cisco Interconnecting Cisco Networking Devices Accelerated v3.0 (CCNAX)	\$3,295.00	\$2,495.00	5	8	6 Instructor Led 1 Online
Cisco Troubleshooting and Maintaining Cisco IP Networks v2.0 (TSHOOT)	\$3,295.00	\$2,495.00	5	8	6 Instructor Led 1 Online
CMB-300 Deploying and Manage Citrix XenApp and XenDesktop 7.6 Fast Track	\$4,995.00	\$2,995.00	5	8	6 Instructor Led 1 Online
CNS-220 Citrix NetScaler Essentials and Traffic Management	\$4,995.00	\$2,995.00	5	8	6 Instructor Led 1 Online
CNS-222 Citrix NetScaler for Apps and Desktops	\$4,995.00	\$2,995.00	5	8	6 Instructor Led 1 Online
CompTIA A+ Certification	\$2,495.00	\$428.00	5	8	4 Instructor Led 1 Online
Comptia Network+ Certification	\$2,495.00	\$428.00	5	8	4 Instructor Led 1 Online
CompTIA Security+ Certification	\$2,495.00	\$428.00	5	8	4 Instructor Led 1 Online
CompTIA Advanced Security Practitioner (CASP)	\$2,495.00	\$1,725.00	5	8	1 Online
CompTIA Cloud Essentials Certification	\$1,497.00	\$660.00	3	8	1 Online
CompTIA Cloud+	\$2,495.00	\$660.00	5	8	1 Online
CompTIA IT Fundamentals	\$1,497.00	\$660.00	3	8	1 Online
CompTIA Linux+ Certification	\$2,495.00	\$660.00	5	8	1 Online
CompTIA Mobility+	\$2,495.00	\$660.00	5	8	1 Online



Course Title	Retail Course Price	ITS Course Price	Length of Course (Days)	Student Capacity	Minimum # of Students
CompTIA Project+ Certification - A CompTIA Certification	\$2,495.00	\$660.00	5	8	1 Online
CompTIA Server+ Certification	\$2,495.00	\$660.00	5	8	1 Online
Crystal Reports 2011 - Level 1	\$790.00	\$562.00	2	8	4 Instructor Led 1 Online
Crystal Reports 2011 - Level 2	\$790.00	\$562.00	2	8	4 Instructor Led 1 Online
Crystal Reports 2013 - Part 1	\$790.00	\$562.00	2	8	4 Instructor Led 1 Online
Crystal Reports 2013 - Part 2	\$790.00	\$562.00	2	8	4 Instructor Led 1 Online
CXA-206 Citrix XenApp 6.5 Administration	\$4,995.00	\$2,995.00	5	8	6 Instructor Led 1 Online
CXD-105: Citrix XenApp and XenDesktop Help Desk Support	\$4,995.00	\$2,995.00	5	8	6 Instructor Led 1 Online
CXD-203 Managing App and Desktop Solutions with Citrix XenApp and XenDesktop 7.6	\$4,995.00	\$2,995.00	5	8	6 Instructor Led 1 Online
CXD-230 XenApp and XenDesktop Current Release Update	\$4,995.00	\$2,995.00	2	8	6 Instructor Led 1 Online
CXD-300-6I Deploying App and Desktop Solutions with Citrix XenApp and XenDesktop 7.6	\$4,995.00	\$2,995.00	5	8	6 Instructor Led 1 Online
CXD-301 Citrix XenApp and XenDesktop Advanced Concepts – Optimizing the End User Experience v7.x	\$4,995.00	\$2,995.00	2	8	6 Instructor Led 1 Online
CXD-302 Citrix XenApp and XenDesktop Advanced Concepts - Troubleshooting v7.x	\$4,995.00	\$2,995.00	2	8	6 Instructor Led 1 Online
CXM-303 Deploying Enterprise Mobility Solutions with Citrix XenMobile	\$4,995.00	\$2,995.00	5	8	6 Instructor Led 1 Online
Cyber SAFE Securing Assets for the End User	\$790.00	\$395.00	1	8	1 Online
Cyber SecFirst Responder: Threat Detection and Response	\$2,995.00	\$1,995.00	5	8	1 Online
EC Council Certified Secure Programmer .NET (ECSP.NET)	\$2,995.00	\$1,995.00	3	8	1 Online

Course Title	Retail Course Price	ITS Course Price	Length of Course (Days)	Student Capacity	Minimum # of Students
EC-Council Certified Ethical Hacker (CEH) v9.0	\$2,995.00	\$1,995.00	5	8	1 Online
EC-Council Certified Security Analyst (ECSA) v9.0	\$2,995.00	\$1,995.00	5	8	1 Online
EC-Council Computer Hacking Forensics Investigator (CHFI) v8.0	\$2,995.00	\$1,995.00	5	8	1 Online
Excel 2010 PivotTables and Pivot Charts	\$690.00	\$459.00	2	8	1 Online
Excel 2010 PowerPivot	\$395.00	\$244.00	1	8	1 Online
Excel 2013 Programming with VBA	\$690.00	\$459.00	3	8	1 Online
Excel 2013: Data Analysis with Pivot Tables	\$395.00	\$244.00	1	8	1 Online
Excel 2016: Data Analysis with Power Pivot	\$395.00	\$244.00	1	8	1 Online
HTML5: Content Authoring Fundamentals	\$395.00	\$244.00	1	8	4 Instructor Led 1 Online
HTML5: Content Authoring with New and Advanced Features	\$395.00	\$244.00	1	8	4 Instructor Led 1 Online
InfoPath 2010 - Creating InfoPath Forms	\$395.00	\$244.00	1	8	1 Online
InfoPath Designer 2010 with SharePoint	\$395.00	\$244.00	1	8	1 Online
Introduction to Agile Project Management	\$395.00	\$244.00	1	8	1 Online
Introduction to Python 3	\$1,785.00	\$1,035.00	3	8	6 Instructor Led 1 Online
iOS App Development Essentials	\$2,995.00	\$1,995.00	5	8	1 Online
ITIL Expert: Managing Across the Lifecycle MALC 2011 Edition	\$2,385.00	\$1,695.00	5	8	1 Online
ITIL Foundation 2011 Edition	\$1,785.00	\$1,245.00	3	8	1 Online
ITIL Intermediate Capabilities: Operational Support & Analysis 2011 Edition	\$2,085.00	\$1,495.00	5	8	1 Online
ITIL Intermediate Capabilities: Planning, Protection, & Optimization 2011 Edition	\$2,085.00	\$1,495.00	5	8	1 Online
ITIL Intermediate Capabilities: Release, Control & Validation 2011 Edition	\$2,085.00	\$1,495.00	5	8	1 Online
ITIL Intermediate Capabilities: Service Offerings & Agreements 2011 Edition	\$2,085.00	\$1,495.00	5	8	1 Online
ITIL Intermediate Lifecycle Continual Service Improvement 2011 Edition	\$2,085.00	\$1,495.00	4	8	1 Online
ITIL Intermediate Lifecycle Service Operations 2011 Edition	\$2,085.00	\$1,495.00	4	8	1 Online

Course Title	Retail Course Price	ITS Course Price	Length of Course (Days)	Student Capacity	Minimum # of Students
ITIL Intermediate Lifecycle: Service Design 2011 Edition	\$2,085.00	\$1,495.00	4	8	1 Online
ITIL Intermediate Lifecycle: Service Strategy 2011 Edition	\$2,085.00	\$1,495.00	4	8	1 Online
ITIL Intermediate Lifecycle: Service Transition 2011 Edition	\$2,085.00	\$1,495.00	4	8	1 Online
ITIL Practitioner Certification 2016 Edition	\$395.00	\$244.00	2	8	1 Online
Lean Six Sigma Black Belt	\$2,495.00	\$1,725.00	5	8	1 Online
Lean Six Sigma Green Belt	\$2,495.00	\$1,725.00	3	8	1 Online
Microsoft Office 2013 Transition from 2007/2010	\$395.00	\$244.00	1	8	1 Online
Microsoft Office 2016: Transition from Office 2007/2010	\$395.00	\$244.00	1	8	4 Instructor Led 1 Online
Office 365 Web Apps (with Skype for Business)	\$395.00	\$244.00	1	8	4 Instructor Led 1 Online
OneNote 2010	\$395.00	\$244.00	1	8	1 Online
OneNote 2013	\$395.00	\$244.00	1	8	1 Online
OneNote 2016	\$395.00	\$244.00	1	8	1 Online
Oracle Database 11g R2 - Advanced PL/SQL Programming and Tuning	\$2,795.00	\$1,725.00	5	8	6 Instructor Led 1 Online
Oracle Database 11g R2 - SQL Tuning, Architecture and Internals	\$2,795.00	\$1,725.00	5	8	6 Instructor Led 1 Online
PMI Agile Certified Professional (PMI-ACP) Exam Preparation	\$1,677.00	\$1,035.00	3	8	1 Online
Project 2010 - Level 1	\$395.00	\$127.00	1	8	1 Online
Project 2010 - Level 2	\$395.00	\$127.00	1	8	1 Online
Project 2013 - Part 1	\$395.00	\$127.00	1	8	1 Online
Project 2013 - Part 2	\$395.00	\$127.00	1	8	1 Online
Project 2016 - Part 1	\$395.00	\$127.00	1	8	1 Online
Project 2016 - Part 2	\$395.00	\$127.00	1	8	1 Online
Project Management Essentials	\$1,185.00	\$660.00	3	8	1 Online
Project Management for Senior Managers	\$395.00	\$244.00	1	8	1 Online
Project Management Professional (PMP) Certification Preparation Course	\$2,495.00	\$1,725.00	5	8	1 Online
Publisher 2010 - Level 1	\$395.00	\$244.00	1	8	1 Online
Publisher 2013	\$395.00	\$244.00	1	8	1 Online

Course Title	Retail Course Price	ITS Course Price	Length of Course (Days)	Student Capacity	Minimum # of Students
<b>Publisher 2016</b>	\$395.00	\$244.00	1	8	1 Online
<b>QuickBooks 2014 - Keep Going with QuickBooks</b>	\$790.00	\$459.00	2	8	1 Online
<b>QuickBooks 2015 - Get Going with QuickBooks 2015</b>	\$790.00	\$459.00	2	8	1 Online
<b>QuickBooks 2015 - Keep Going with QuickBooks 2015</b>	\$790.00	\$459.00	2	8	1 Online
<b>Team Foundation Server 2015 Developer Foundations</b>	\$1,118.00	\$690.00	2	8	1 Online
<b>Using Microsoft Windows 10</b>	\$395.00	\$127.00	1	8	4 Instructor Led 1 Online
<b>Visio 2016 - Part 1</b>	\$395.00	\$244.00	1	8	1 Online
<b>Visio Professional 2010 - Level 1</b>	\$395.00	\$244.00	1	8	1 Online
<b>Visio Professional 2010 - Level 2</b>	\$395.00	\$244.00	1	8	1 Online
<b>Visio Professional 2013 - Part 1</b>	\$395.00	\$244.00	1	8	1 Online
<b>Visio Professional 2013 - Part 2</b>	\$395.00	\$244.00	1	8	1 Online
<b>VMware Horizon (with View): Install, Configure, Manage v6.2</b>	\$3,295.00	\$2,604.00	4	8	6 Instructor Led 1 Online
<b>VMware Horizon 7: Install, Configure, Manage</b>	\$4,095.00	\$3,045.00	4	8	6 Instructor Led 1 Online
<b>VMware vSphere Install, Configure, Manage v5.5</b>	\$4,095.00	\$3,045.00	5	8	6 Instructor Led 1 Online
<b>VMware vSphere: Install, Configure, Manage v6.0</b>	\$4,095.00	\$3,045.00	5	8	6 Instructor Led 1 Online
<b>Web Design with HTML5 and CSS3 - Level 1</b>	\$395.00	\$244.00	1	8	4 Instructor Led 1 Online
<b>Web Design with HTML5 and CSS3 - Level 2</b>	\$395.00	\$244.00	1	8	4 Instructor Led 1 Online