

CORPUS CHRISTI HOUSING AUTHORITY & AFFILIATES
CSP 20012 - Fully Managed IT Services - Addendum #2

Date: May 4, 2020

Competitive Sealed Proposals (CSP) No. 20012 – Fully Managed IT Services, is hereby amended as follows:

1. Change Pricing Proposal sheet on page 14 with attached revised Pricing Proposal sheet.
2. Q - Is the agency looking for a hosted VoIP solution or on premise? We are a 3CX partner and are able to do either one, but the preferred method of deployment is on premise in most cases.
A – CCHA does not have a preference as long as it works.
3. Q - Who is the current IT provider for the Housing Authority?
A – Straight Edge Technology, Inc.
4. Q – What are some of the day-to-day operational issues that someone would need to work on? (SOW 3b)
A – There may be some minor issues that require immediate attention and not wait for IT helpdesk ticket to be initiated. Normally in these cases, the helpdesk ticket is self-initiated by the Technician and closed out after the fact.
5. Q – Do you want just one copy of the proposal?
A – Two hard copies with one being original signature and one PDF version.
6. Q – What anti-virus vendor do you use?
A – Antivirus is provided by the MSP. Bit Defender is currently in use by the current MSP.
7. Q – What do you mean by “server maintenance”?
A – Under Security, vendor will ensure server is maintained with security updates.
8. Q – How do you provide connectivity between your properties?
A – Each site is connected back to the main office through a site to site VPN tunnel.
9. Q – Can you provide a windows server count with versions?
A – Windows Server 2016 (x5)
VMWare ESXi 6.5 (x1)
Q- What hours do you need support? after hours? Weekend? Holiday?
A – Onsite support normally 8am – 5pm. There may be some after-hours support where the daily work schedule can be adjusted. Fully managed support is 24/7 network monitoring and alerting. If network is down, support is required to restore immediately.
10. Q – Do you want a flat monthly fee for the pricing? If not, how will you compare different pricing plans that are not similar?
A – The assumption is that most plans are based on the actual domain user accounts which can fluctuate each month with staffing levels. If you provide a fixed monthly price regardless of users, please enter price and annotate appropriately. If pricing structure is too complex, it will be difficult to evaluate.
11. Q – What make and model IP Phones do you currently use?
A – Yealink SIP-T46S, Yealink SIP-T42S 3 line, Polycom SoundStation IP5000.

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12. Q - Are there preference for Texas HUB companies?
A – CCHA encourages HUB participation, but not required to report to State like other governmental agencies. No extra preference points.
13. Q - Can a more detailed 3CX service utilization be provided?
A – CCHA has automated voice messaging and routing, some departments have ring X times then rollover, properties forward to answering service after hours.
14. Q – Is your network infrastructure on Hosted Exchange or 0365?
A – Hosted Exchange.
Q – Is the agency looking for a hosted VoIP solution or on-premise? We are a 3CX partner and are able to do either one, but the preferred method of deployment is on-remise in most cases as its usually cheaper. But if the concern is that if the main office goes down then so do the rest of the phones at the other locations then a hosted solution makes sense.
A – System is currently hosted and works well. We don't want a solution that would potentially wipe out services at all locations.
15. Regarding the full time tech what is the procedure should the person assigned have to be out for a couple of day for illness or injury? Or if they are terminated or quit?
A – CCHA only will pay for services received. An equitable adjustment will be made for services not received while the condition exists.
16. Q - Is the Anti-Malware mentioned in the statement of work in section 4 bullet d. sub-bullet iii required for just the server or for the workstation as well? In either case should the cost be included in the monthly managed services cost or would this be a separate charge?
A – Cost is included.
17. Q - Should the email spam, phishing, and virus filtering be included in the monthly cost or would this be a separate charge?
A – Cost is included.
18. Q - It is mentioned that weighing these proposals we will be awarded a maximum of 10 points based on the proposed onsite technician, do you have a baseline for education and experience to meet this maximum? Education, experience, and skill affect the wages of a technician and therefore the price that is charged to the agency, so we want to make sure the individual selected for this task is appropriately compensated and qualified to handle the agency's systems. A. There is a scope of work provided for the onsite technician in section 3 of the statement of work but there is no mention of expected education, experience, etc...
A – Education and experience should be commensurate for competent Technician to service routine helpdesk tickets. Expectation is for onsite Technician to be in constant contact with provider and receive continuing training.
19. Q – During times when there are no currently workable tickets and the technician is caught up on system maintenance, will the technician be permitted to work tickets from other clients from the assigned office space at CCHA? a. What is the dress code for the technician? Our internal dress code is business casual, however if something more formal is required then we will make accommodations for this.

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- A – CCHA believes Technician will be gainfully employed for at least 35 hours per week. We certainly do not want to pay a Technician to service other clients. If there is abundant down time, we will make adjustment to hours of required service.
20. Q – Will the IT Stats Meeting be held with the onsite technician, our service manager, or both?
A – Currently done virtually with onsite Technician, service manager and project sales rep.
21. Q – Is response time in the case of the proposal defined as “The agency has received a response to the trouble ticket and is awaiting service” or “The trouble ticket is being worked:
A – Ticket is being worked.
22. Q – How many VM's does the agency have?
A – Four (4).
23. Q – Is there a VPN between the main office and the remote locations or any other kind of tunneling or site to site connections?
A – Yes, each site is connected back to the main office through a site-to-site VPN tunnel
Q – Will CCHA consider electronic submission only? Due to the COVID-19 pandemic, it is difficult to find business resources that are open and available to provide printing and shipping services.
A – CCHA’s main office is still open and receives deliveries daily.
24. Q - Can CCHA please provide the “Conditions and Specifications” that are referenced the RFP, page 9, (2) Section 3 Statement?
A – Reference to Section 3 is a HUD provision that refers to vendors that currently employ or intend to hire CCHA residents. This procurement is not under HUD provisions, however CCHA encourages vendors to hire residents if practicable.
25. Q – Statement of Work, #2 states “Vendor shall provide all equipment...”, Will CCHA be providing the onsite technician with a workstation on the CCHA Domain rather than Vendor providing a machine to add to the CCHA Domain?
A – CCHA provides workstation to Technician.
26. Q – Statement of Work, Section 4.c Asset Tracking: Is Vendor to provide system or does CCHA have their own system to track hardware and software licenses?
A – CCHA relies on vendor to maintain.
27. Q – Could you please provide the number of Firewalls, Switches and Access Points for all locations?
A – Network Controllers
Firewall – Sophos SG230 UTM (QTY 1 at Ayers Main Office Location)
Firewall – Sophos SG105 UTM (QTY 16 at Branch Office Locations) *one per location
Switch – Meraki MS120-48FP (QTY 2 at Ayers Main Office Location)
Switch – Cisco SG200 (QTY 16 at Branch Office Locations) *one per location
Wireless Access Point – Meraki MR33 (QTY 4 at Ayers Main Office and 1 at each branch location (QTY 16)

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28. Q – The statement of work mentions 115 employees with 65 connecting to the domain. Do the employees not connecting to the domain utilize email or share computers?
A – No. they are usually in Maintenance Department. They use tablets to access YARDI work orders, but do not require CCHA domain access.
29. Q – Can you please clarify the total number of users?
A – CCHA has approximately 115 employees. Maintenance field workers do not access the CCHA network.
30. Q- What is CCHA currently using for Back-up? a. What is the storage amount? i. Does CCHA need Disaster Recovery?
A – Back up is currently handled by incumbent vendor. Not sure of storage amount. CCHA currently does have Disaster Recovery service.
31. Q- Can you please clarify the helpdesk support needed? Is it during standard office hours (8am-5pm)?
A – Helpdesk response is typically 8am – 5pm.
32. Q – For support, is only the one dedicated onsite technician, or can multiple people working remote assist?
A – Absolutely. CCHA expectation that Technician does not work in a vacuum, but collaborates daily with other vendor staff members higher knowledge and experience.
33. Q –Page 14, Pricing: Should vendors base the ‘per user’ pricing for Managed IT off of 65 users, or 115 users?
A – 65 users. Vendor assists in creating new accounts and disabling old accounts.
34. Q – How many user email accounts/inboxes are there?
A – 117.
35. Q – Can CCHA please furnish a copy of the contract form?
A – Copy of sample contract is attached.
36. Q – For Scope of Work Section f. Response Time: Can you please define critical, priority and routine tickets?
A – Expectation is that vendor will work with CCHA to develop triage for response to IT Tickets.
37. Q- Page 12, Networked Printers: What are the models of networked printers?
A – Toshiba eStudio series.
38. Q – Is the PBX a SaaS or does CCHA own it?
A – 3CX license is owned by CCHA.
39. Q – If the 3CX PBX Platform is a CCHA owned server, Physical or virtual and being hosted by the current MSP, can we get a architecture of how it is configures to make a proposal, Need to know what kind of circuits it is using, (SIP,PRI,etc.) what are the serve spec.
A – Central Office has site to site tunnel to hosted PBX. All extensions are local to the PBX.
La Armada I & II are using session border controller.
All other properties utilize remote extensions and connect to the PBX over the internet.
40. Q – Is CCHA open to a new cloud solution for the PBX if comparable in price and desk phones can be re-used?
A – CCHA is open to new solutions that enhance operational capability.

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41. Q – The current pricing for hosting the 3CX VOIP solution, is it for just hosting or also for licensing and usage cost?
A – Current Pricing for hosting of 3CX is for hosting and maintenance. Licensing is owned by CCHA and usage is included in the hosting fee.
42. Q – Section 4.4 request that the Vendor uses the “following format” there appears no format was provided. Does CCHA have a preferred format.
A – No prescribed format is necessary. Please be comprehensive in responding to requested information.

All other terms and conditions of the Solicitation remains unchanged. **The signed addendum must be returned with your CSP submission.**

Acknowledged and accepted:

Company: _____

Representative Name: _____

Signature: _____

Date: _____



Request For Competitive Seal Proposal (CSP) 20012,
Fully Managed IT Services

Proposed Price

1. Fully Managed IT Services: \$ _____ per User Account/month.

2. 3CX Hosting - VOIP \$ _____/month

3. Onsite Technician \$ _____/month

*Prices will be converted to yearly costs for evaluation purposes.

4. Hourly cost for project work outside Statement of Work.

\$ _____/hour

5. Maximum percentage markup on equipment and supplies.

_____ %

6. List out any additional services not included in Fully Managed IT Services you provide and CCHA pricing for those services.

Company Name

Printed Name and Title

Signature

Date

**Corpus Christi Housing Authority & Affiliates
Contract No. - Fully Managed IT Services SAMPLE CONTRACT**

INTRODUCTION

This contract by and between the Corpus Christi Housing Authority and Affiliates (hereinafter “the Agency”), and **Vendor Name**, (hereinafter “the Contractor”) is hereby entered into this ____ day of **May, 2020**.

Services pursuant to this contract shall begin on the ____ day of **May, 2020**, and shall end on the ____ day of **May 2021**, unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract.

1.0 Services and Payment.

1.1 Scope of Services. Fully Managed IT Services in accordance with CSP 20012 dated April ____, 2020, attached Statement of Work and Pricing Sheet.

2.2 Cost/Value of Services.

2.2.1 Contract Value. The current annual total Not-To-Exceed (NTE) value of this contract is:

\$00.00 Annually

Purchase of services will be made on an as needed basis within the current fiscal year budget.

2.2.1.1 The Contractor exceeds the NTE amount at their own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor’s fees to exceed the NTE amount without prior revision of this amount by written change order. The Agency reserves the right to amend this amount (increase/decrease) at any time during the contract period(s) when the Agency determines doing so is in its best interests.

2.3 Renewal Options. This contract is initially executed for the period of 1 year with the option, at the Agency’s discretion, of 4 additional one-year option period, for a maximum total of 5 years.

2.4 Billing Method.

2.4.1 To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed invoice along with signed work tickets to:

**Corpus Christi Housing Authority & Affiliates
Attention: Accounts Payable
3701 Ayers Street, Corpus Christi, TX 78415
accounts.payable@hacc.org**

2.4.2 At a minimum, the invoice shall detail the following information:

2.4.2.1 Unique invoice number;

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- 2.4.2.2 Contractor's name, address and telephone number;
- 2.4.2.3 Date of invoice and/or billing period;
- 2.4.2.4 Brief description of services rendered;
Quantities, unit prices and total amount;

2.4.3 The Agency will pay completed and accepted invoices on a Net/30 basis. Any invoice received not properly completed will not be paid until resolve by contractor.

3.0 Contractor's Obligations. Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein Fully Managed IT Services.

3.1 Qualified Personnel. The Contractor warrants and represents that it will assign only qualified personnel to perform the services. For the purposes of this contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in the manner described within this contract and, possess the skills outlined in the job order provided by Agency in each instance, as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor's normal conduct of business.

3.2 Compliance with Federal and State Laws. All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.

3.3 Insurance Requirements.

3.3.1 Insurances. In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

3.3.1.1 General Liability Insurance. An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000

3.3.1.2 Automobile Liability Insurance. Automobile Liability coverage in a combined single limit of \$1,000,000.00. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,00 and medical pay of \$5,000, with a deductible not greater than \$5,000.

3.3.1.3 Worker's Compensation Insurance. Worker's compensation coverage evidencing carrier and coverage amount.

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3.3.1.4 Certificates/Endorsements. The Contractor shall provide to the Agency with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the Agency as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof. Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the Agency:

Corpus Christi Housing Authority & Affiliates
Attention: Procurement
3701 Ayers Street, Corpus Christi, TX 78415

3.4 Licensing. The Contractor shall also provide to the Agency a copy of any required licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.

3.5 Financial Viability and Regulatory Compliance.

3.5.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.

3.5.2 The Contractor agrees to promptly disclose to the Agency any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the Agency in writing within 5 days of such notification received will constitute a material breach of this contract.

3.5.3 The Contractor further agrees to promptly disclose to the Agency any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.

3.5.4 All disclosures made pursuant to this section of the contract shall be made in writing and submitted to Agency within the time periods required herein.

4.0 Modification. This contract shall not be modified, revised, amended or extended except by written addendum, preferably executed by both parties.

5.0 Applicable Laws.

5.1 Compliance with Federal and State Laws. All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.

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5.2 Jurisdiction of Law. The parties agree that Nueces County, Texas is the appropriate forum for any action relating to this contract. Should any party retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees and costs incurred by such prevailing party. This contract may be signed in counterparts.

6.0 Notices and Reports.

6.1 All notices, and reports submitted to the Agency by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person representing the Agency:

Corpus Christi Housing Authority & Affiliates
Attn: Brian Bray, VP Administrative Support
3701 Ayers Street, Corpus Christi, TX 78415
Brian.bray@hacc.org

6.2 All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

Vendor Name
1234 56th Street.
Corpus Christi, TX 78000
(361) 123-4567
abc@vendor.com

6.3 Remedies for Contractor Breach. If at any time during the term of this contract the Agency or the Contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action. The other party shall, within 10 days, respond in writing to the other party (however, the Agency shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time). Further, the Agency shall, at a minimum, employ the following steps in dealing with the Contractor as to any performance issues:

6.3.1 If the Contractor is in material breach of the contract, the Agency may promptly invoke termination.

6.3.2 Prior to termination, the Agency may choose to warn the Contractor, in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The Agency shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so

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within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).

6.3.3 After termination, if the Contractor does not agree with the Agency's justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).

6.4 Termination for Cause and Convenience. The Agency reserves the right to terminate for default or cause and to terminate for convenience with a ten (10) day notice.

6.5 Access to Records. To the extent permitted by law, both parties hereby guarantee access by the grantee, the subgrantee, the Federal grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

6.6 Record Retention. Both parties hereby guarantee retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

7.0 Additional Considerations.

7.1 Right of Inter-local Agreements.

7.1.1 Any political subdivision within the State of Texas (or any other jurisdiction within the United States) may be granted the privilege of joining the awarded contract, only at the option of the Contractor. If the Contractor so grants such a privilege, the terms and conditions of the CSP documents, including the ensuing contract, may be passed on to the joining political subdivision by the Contractor.

7.1.2 The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the Agency contract, it is expressly understood that the Agency shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.

7.2 Non-Escalation. Unless otherwise specified within the CSP documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

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- 7.3 Funding Restrictions and Order Quantities.** The Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency.
- 7.4 Local, State, and/or Federal Permits.** Unless otherwise stated in the CS[documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this CSP, whether or not they are known to either the Agency or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the CSP shall reflect all costs required by the Contractor to procure and provide such necessary permits.
- 7.5 Taxes.** All persons doing business with the Agency are hereby made aware that the Agency is exempt from paying Texas State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 7.6 Government Standards.** It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State and Federal law C any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 7.7 Work on Agency Property.** If the Contractor's services under the contract involves operations by the Contractor on Agency premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Agency's negligence, shall indemnify the Agency, and their officers, agents, servants and employees against all loss which may result in any way from any negligent act or omission of the Contractor in performing its Services, or the gross negligence or willful misconduct of its agents, employees, or subcontractors.
- 7.8 Official, Agent and Employees of the Agency Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Agency in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 7.9 Subcontractors.** Unless otherwise stated within the CSP documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the CSP documents or the contract without the prior written permission of the CO.
- 7.10 Salaries and Expenses Relating to the Contractors Employees.** Unless otherwise stated within the CSP documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract.

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The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

- 7.11 Attorney's Fees.** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 7.12 Independent Contractor.** Unless otherwise stated within the CSP documents or the contract, the Contractor is an independent Contractor. Nothing herein shall create any association, Agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 7.13 Severability.** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 7.14 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 7.15 Limitation of Liability.** In no event shall either party hereto be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.
- 7.16 Indemnification.**
- 7.16.1** The Contractor shall indemnify, defend, and hold the Agency (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, reasonable attorney's fees, court costs and other expenses of any kind or character, to the extent caused by, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the "Texas Industrial Insurance Act," or any other similar law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the Agency against any loss or damage which was specifically caused by the Agency providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

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7.16.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the Agency, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act for which the Contractor has agreed herein to indemnify the Agency. If the Contractor shall fail to do so, the Agency shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.

7.16.3 The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.

7.17 Agency recognizes that Contractor spends considerable time and effort to locate, screen and identify the skill sets of its assigned employees and agrees that the collective information regarding the assigned employees' identities, contact information and skill sets are considered confidential information. Agency will not solicit the services of assigned employees outside of the assignment through Contractor during any assignment or within a year of the last date of assignment. In further recognition of the time and effort that Contractor spends to locate, screen and identify its assigned employees' skill sets, Agency agrees to pay a ten percent (10%) fee for each assigned employee that Agency or any of its affiliates (or any other entities acting under the direction or encouragement of Agency or its entities) encourages or facilitates large numbers of assigned employees to leave Contractor in order to work at Agency's site through another staffing provider. This does not affect the conversion/buyout provisions otherwise outlined in this Agreement.

8.0 Appendices.

8.1 The following noted documents are placed under each of the noted appendix and are a part of this contract:

8.1.1 Contract Appendix No. 1. Scope of Work

8.1.2 Contract Appendix No. 2. Pricing/Fee

8.2 Order of Precedence. Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).

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9.0 **CERTIFICATIONS.** The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

Vendor Name:

By: _____ Date: _____
Name, President

Corpus Christi Housing Authority & Affiliates:

By: _____ Date: _____
Gary Allsup, Chief Executive Officer