



## **RFP No: 3608**

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INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until October 15, 2009 @ **3:00 p.m.** Central Time for the acquisition of the products/services described below for Mississippi Department of Information Technology Services.

For inclusion on the Cabling Express Products List and General RFP to be used in the acquisition of Inside and/or Outside turnkey cabling solutions for the State of Mississippi.

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**The Vendor must submit proposals and direct inquiries to:**

Anthony Hardaway  
Technology Consultant  
Information Technology Services  
Suite 508, 301 N. Lamar Street  
Jackson, MS 39201-1495  
(601) 359-2610  
anthony.hardaway@its.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO  
RFP NO. 3608  
due October 15, 2009 @ 3:00 p.m.,  
ATTENTION: Anthony Hardaway

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**David L. Litchliter**  
**Executive Director, ITS**

## ITS RFP Response Checklist

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RFP Response Checklist: These items should be included in your response to RFP 3608.

- \_\_\_\_\_ 1) One clearly marked original response and four (4) identical copy/copies of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- \_\_\_\_\_ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- \_\_\_\_\_ 3) *Proposal Exception Summary*, if applicable (Section V)
- \_\_\_\_\_ 4) Vendor response to *RFP Questionnaire* (Section VI)
- \_\_\_\_\_ 5) Vendor point-by-point response to *Process Specifications* (Section VIII)
- \_\_\_\_\_ 6) Certificate of Responsibility (refer to Section VIII)
- \_\_\_\_\_ 7) RCDD Certificate if applicable (refer to Section VIII)
- \_\_\_\_\_ 8) Vendor point-by-point response *Technical Specifications* (Section IX)
- \_\_\_\_\_ 9) Vendor response to *Cost Information Submission* (Section X)
- \_\_\_\_\_ 10) *References* (Section XII)
- \_\_\_\_\_ 11) Vendor Response to *Marketing Report*, if required (Section XIII)

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**SECTION I  
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY**

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services, (ITS), should contact for questions and/or clarifications.

Name	_____	Phone #	_____
Address	_____	Fax #	_____
	_____	E-mail	_____

Subject to acceptance by ITS, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

\_\_\_\_\_/\_\_\_\_\_  
**Original signature** of Officer in Bind of Company/Date

Name (typed or printed)	_____
Title	_____
Company name	_____
Physical address	_____
	_____
State of Incorporation	_____

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**CONFIGURATION SUMMARY**

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

This RFP does not require the Vendor to provide a configuration summary.

## **PROPOSAL BONDS**

Please refer to Item No. 36, "Proposal Bond" in Section IV to determine if a Proposal Bond is required for this procurement. If required, please attach the bond here.

## **SECTION II PROPOSAL SUBMISSION REQUIREMENTS**

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by **ITS** should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.

The Vendor must conform to the following standards in the preparation of the Vendor's proposal:

- 8.1 The Vendor is required to submit one clearly marked original response and four (4) identical copies of the complete proposal, including all sections and exhibits, in three-ring binders.

- 8.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
  - 8.3 Number each page of the proposal.
  - 8.4 Respond to the sections and exhibits in the same order as this RFP.
  - 8.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
  - 8.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
  - 8.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with “NOT APPLICABLE.”
  - 8.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
  - 8.9 When an outline point/attachment is a statement provided for the Vendor’s information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
  - 8.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
  - 8.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
9. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor’s cost proposal may be grounds for rejection of the Vendor’s proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.

10. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.
11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
12. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
  - 12.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
  - 12.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
  - 12.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
  - 12.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
  - 12.5 The Vendor must submit a statement outlining the circumstances for the clarification.
  - 12.6 The Vendor must submit one clearly marked original and four (4) copies of the clarification.
  - 12.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
13. **Communications with State**

From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and

answers will become addenda to this RFP, and they will be posted to the ITS web site. Vendors failing to comply with this requirement will be subject to disqualification.

- 13.1 The State's contact person for the selection process is: Anthony Hardaway, Technology Consultant, 301 North Lamar Street, Ste. 508, Jackson, MS 39201, 601-359-2610, [anthony.hardaway@its.ms.gov](mailto:anthony.hardaway@its.ms.gov).
- 13.2 Vendor may consult with State representatives as designated by the State's contact person identified in 13.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

## **SECTION III VENDOR INFORMATION**

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

1. **Interchangeable Designations**

The terms “Vendor” and “Contractor” are referenced throughout this RFP. Generally, references to the “Vendor” are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term “Contractor” denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms “State of Mississippi,” “State” or “ITS” may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf ITS is issuing the RFP.

2. **Vendor’s Responsibility to Examine RFP**

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of State**

All written proposal material becomes the property of the State of Mississippi.

4. **Written Amendment to RFP**

Any interpretation of an ITS RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the ITS website, together with the associated RFP specification. Vendors are required to check the ITS website periodically for RFP amendments before the proposal opening date at: [http://www.its.ms.gov/rfps/rfps\\_awaiting.shtml](http://www.its.ms.gov/rfps/rfps_awaiting.shtml).

Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. Should you be unable to access the ITS website, you may contact the ITS technology consultant listed on page one of this RFP and request a copy.

5. **Oral Communications Not Binding**

Only transactions which are in writing from ITS may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

6. **Vendor’s Responsibility for Delivery**

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for

submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**

ITS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

12. **Right to Request Information**

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

13. **Vendor Personnel**

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

- 13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.
- 13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. **Vendor Imposed Constraints**

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

15. **Best and Final Offer**

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16. **Restriction on Advertising**

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

17. **Rights Reserved to Use Existing Product Contracts**

The State reserves the right on turnkey projects to secure certain products from other existing **ITS** contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. **Additional Information to be Included**

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. **Valid Contract Required to Begin Work**

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

## SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with **ITS** successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

**ITS** will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between **ITS** and the Vendor:

- 3.1 The Proposal Exception Summary Form as accepted by **ITS**;
- 3.2 Contracts which have been signed by the Vendor and **ITS**;
- 3.3 **ITS'** Request for Proposal, including all addenda;
- 3.4 Official written correspondence from **ITS** to the Vendor;
- 3.5 Official written correspondence from the Vendor to **ITS** when clarifying the Vendor's proposal; and
- 3.6 The Vendor's proposal response to the **ITS** RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both **ITS** and the winning Vendor.

5. **Additional Contract Provisions**

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

6. **Contracting Agent by Law**

The Executive Director of **ITS** is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). **ITS** is issuing this RFP on behalf of the procuring agency or institution. **ITS** and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

7. **Mandatory Legal Provisions**

- 7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.
- 7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- 7.3 The Vendor shall have no limitation on liability for claims related to the following items:
- 7.3.1 Infringement issues;
  - 7.3.2 Bodily injury;
  - 7.3.3 Death;
  - 7.3.4 Physical damage to tangible personal and/or real property; and/or
  - 7.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
- 7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- 7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.

- 7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.
- 7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.
- 7.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

## 8. **Approved Contract**

- 8.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:
  - 8.1.1 Written notification made to proposers on **ITS** letterhead, or
  - 8.1.2 Notification posted to the **ITS** website for the project, or
  - 8.1.3 CP-1 authorization executed for the project, or
  - 8.1.4 The **ITS** Board's approval of same during an open session of the Board.
- 8.2 **ITS** statute specifies whether **ITS** Director approval or **ITS** Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.
- 8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the **ITS** Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the **ITS** Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

## 9. **Contract Validity**

All contracts are valid only if signed by the Executive Director of **ITS**.

10. **Order of Contract Execution**

Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of ITS signs.

11. **Availability of Funds**

All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.

12. **CP-1 Requirement**

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by ITS. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

13. **Requirement for Electronic Payment and Invoicing**

13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Statewide Automated Accounting System (“SAAS”) will be made electronically, via deposit to the bank account of the Vendor’s choice. The awarded Vendor must enroll and be activated in PayMode™, the State’s current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting [mash@dfa.state.ms.us](mailto:mash@dfa.state.ms.us).

13.2 For state agencies that make payments through SAAS, the awarded Vendor may be required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State. Should the requirement for electronic invoicing be implemented during the term of the project contract, the State will work with the Vendor to determine a reasonable timeframe for initiating electronic invoicing.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through SAAS. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

14. **Time For Negotiations**

14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor’s initial receipt of the project contract from

**ITS**, unless **ITS** consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor's response to this RFP. **ITS** may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless **ITS** consents to a different period.

15. **Prime Contractor**

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.

16. **Sole Point of Contact**

**ITS** will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.

16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.

16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested,

the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

17. **ITS Approval of Subcontractor Required**

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. **ITS** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

18. **Inclusion of Subcontract Agreements**

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

19. **Negotiations with Subcontractor**

In order to protect the State's interest, **ITS** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

20. **References to Vendor to Include Subcontractor**

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

21. **Outstanding Vendor Obligations**

21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which **ITS** is the contracting agent and who has received written notification from **ITS** regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, **ITS** has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.

21.2 Any Vendor who is presently in default on existing contracts for which **ITS** is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required

to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.

- 21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.
22. **Equipment Condition**  
For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.
23. **Delivery Intervals**  
The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.
24. **Pricing Guarantee**  
The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.
25. **Shipping Charges**  
For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.
26. **Amortization Schedule**  
For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.
27. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**  
All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.
28. **Ownership of Developed Software**
- 28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the

software without restriction. This requirement applies to source code, object code, and documentation.

- 28.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.

29. **Ownership of Custom Tailored Software**

In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

30. **Terms of Software License**

The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.

31. **The State is Licensee of Record**

The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

32. **Remote Access via Virtual Private Network**

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

33. **Negotiating with Next-Ranked Vendor**

Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

34. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the **ITS** Public Records Procedures established in accordance with the Mississippi Public Records Act. The **ITS** Public Records Procedures are available in Section 019-010 of the **ITS** Procurement Handbook, on the **ITS** Internet site at: <http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView> or from **ITS** upon request.

As outlined in the Third Party Information section of the **ITS** Public Records Procedures, **ITS** will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. **ITS** will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the **ITS** Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, **ITS** will not provide third-party notice for requests for any contract executed as a result of this RFP, with the exception of information contained in contract exhibits identified and labeled as confidential during the contract negotiation process. **ITS** will provide third-party notice of requests for any such confidential exhibits to allow Vendor the opportunity to protect the information by court order as outlined in the **ITS** Public Records Procedures.

Summary information and contract terms, as defined above, become the property of **ITS**, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal and contract information are sometimes received by **ITS** significantly after the proposal opening date. **ITS** will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

35. **Risk Factors to be Assessed**

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

36. **Proposal Bond**

**The Vendor is not required to include a proposal bond with its RFP proposal.**

If a proposal bond is required, the security must be in the form of a bond, irrevocable letter of credit, certified check, or cashier's check (hereinafter, "security") payable to the Mississippi Department of Information Technology Services, to be held by their contracting agent, the Mississippi Department of Information Technology Services, and must be placed in the front of the Vendor's proposal. The submission of an acceptable security is a condition precedent to a valid proposal, and the amount of the security is not negotiable or contestable. Any proposal received without the security will be rejected and returned to the Vendor without further consideration.

The security binds the Vendor to the commitments made in writing in the Vendor's proposal. The security will be forfeited in the event the awarded Vendor, at any time during the contract negotiation process, refuses to honor commitments made in its proposal, reneges on pricing, takes exception to any term or condition that was not addressed in the Vendor's written proposal, or fails to execute a contract as anticipated in the RFP and the Vendor's proposal, including documented exceptions, within fifteen (15) working days after the Vendor's initial receipt of the project contract from **ITS**, unless an extension is agreed to by **ITS**.

As stated in the RFP, the Vendor may take exception to any point without incurring any liability to provide items to which an exception has been taken. Likewise, the State has no obligation to accept any proposed exception. Should the State decide, at its sole discretion and at any point in the process, that an exception is NOT acceptable, **ITS** will reject the Vendor's proposal and return the Vendor's security.

The Vendor's security will be returned promptly after **ITS** and the successful Vendor have executed a contract or within ninety (90) days after opening the proposals if no letter of intent to award a contract has been sent. In the event that the successful Vendor fails to accept and sign the mutually negotiated contract, that Vendor shall be disqualified and **ITS** shall initiate negotiations with the next ranked Vendor until a contract is successfully negotiated, or **ITS** elects to cancel the procurement. The securities of all remaining Vendors will be returned when a contract has been successfully negotiated and executed, or when the procurement is canceled.

37. **Performance Bond/Irrevocable Bank Letter of Credit**

The Vendor is not required to include the price of a performance bond or irrevocable bank letter of credit with his RFP proposal. If required, the cost of the bond or letter of credit must be shown as a separate line item in the *Cost Information Submission*. The performance bond or letter of credit must be procured at the Vendor's expense prior to the execution of the contract and may be invoiced to Mississippi Department of Information Technology Services after contract initiation only if itemized in the *Cost Information Submission* and in the executed contract. **The final decision as to the**

**requirement for a Performance Bond or Irrevocable Bank Letter of Credit will be made upon contract award and is at the State's sole discretion.**

If a Performance Bond /Irrevocable Bank Letter of Credit is required, the Vendor must procure and submit to **ITS**, on behalf of Mississippi Department of Information Technology Services, with the executed contract, (a) a performance bond from a reliable surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the State. The Performance Bond or the Irrevocable Letter of Credit shall be for the total amount of the contract or an amount mutually agreed upon by the State and the successful Vendor and shall be payable to Mississippi Department of Information Technology Services, to be held by their contracting agent, the Mississippi Department of Information Technology Services. No contract resulting from this RFP will be valid until the required Performance Bond or Irrevocable Bank Letter of Credit has been received and found to be in proper form and amount. The Vendor agrees that the State has the right to request payment for a partial amount or the full amount of the Irrevocable Letter of Credit/Performance bond should the products/services being procured hereunder not be provided in a manner consistent with this RFP and the Vendor's proposal by the delivery dates agreed upon by the parties. The State may demand payment by contacting the bank issuing the letter of credit or the bonding company issuing the performance bond and making a written request for full or partial payment. The issuing bank/bonding company is required to honor any demand for payment from the State within fifteen (15) days of notification. The letter of credit/performance bond shall cover the entire contract period, with the exception of post-warranty maintenance and support, and shall not be released until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Vendor's performance and performance of the products/services delivered and determine that the letter of credit/performance bond may be reduced or released prior to expiration of the full warranty period.

**38. Responsibility for Behavior of Vendor Employees/Subcontractors**

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

**39. Protests**

The Executive Director of **ITS** and/or the Board Members of **ITS** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the **ITS** Internet site - **ITS** Protest Procedure and Policy, Section 019-020, **ITS** Procurement Handbook at: <http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView> or from **ITS** upon request.

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked “Protest” and must specify RFP number 3608.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **ITS** Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by **ITS** in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor’s expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, **ITS** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of **ITS’** protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the **ITS** Executive Director.

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, 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. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of

each such verification to the State.

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

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

## SECTION V PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state “No Exceptions Taken.” If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with “shall” or “must,” as long as the following are true:
  - 1.1 The specification is not a matter of State law;
  - 1.2 The proposal still meets the intent of the RFP;
  - 1.3 A *Proposal Exception Summary Form* is included with Vendor’s proposal; and
  - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. The Vendor has no liability to provide items to which an exception has been taken. **ITS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **ITS** will discuss each exception and take one of the following actions:
  - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
  - 2.2 **ITS** will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
  - 2.3 **ITS** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
  - 2.4 None of the above actions is possible, and **ITS** either disqualifies the Vendor’s proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should **ITS** and the Vendor reach a successful agreement, **ITS** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor’s exceptions. The *Proposal Exception Summary*, with those exceptions approved by **ITS**, will become a part of any contract on acquisitions made under this RFP.

4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.
6. For Vendors who have successfully negotiated a contract with **ITS** in the past, **ITS** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **ITS** or participated in contract negotiations with **ITS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

### PROPOSAL EXCEPTION SUMMARY FORM

**List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.**

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

## SECTION VI RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

1. **Statewide Automated Accounting System (SAAS) Information for State of Mississippi Vendor File**

- 1.1 **SAAS Vendor Code:** Any Vendor who has not previously done business with the State and has not been assigned a SAAS Vendor code should furnish a signed copy of an IRS W-9 form with the proposal. A copy of the W-9 Form can be obtained by going to the **ITS** website, <http://www.its.ms.gov>, clicking on the “Procurement” button to the left of the screen, selecting “Vendor Information”, scrolling to the bottom of the page, and clicking on the link “Forms Required in RFP Responses.” Vendors who have previously done business with the State should furnish **ITS** with their SAAS Vendor code.

SAAS Vendor Code: \_\_\_\_\_ OR Signed W-9 Form Attached: \_\_\_\_\_

- 1.2 **Minority Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at: <http://www.its.ms.gov/docs/MinorityVendorSelfCertForm.pdf>. Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at [minority@mississippi.org](mailto:minority@mississippi.org).

Minority Vendor Self-Certification Form Included: \_\_\_\_\_  
Minority Vendor Self-Certification Form Previously Submitted: \_\_\_\_\_  
Not claiming Minority or Women Business Enterprise Status: \_\_\_\_\_

2. **Certification of Authority to Sell**

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

3. **Certification of No Conflict of Interest**

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Vendor must answer and/or provide the following:

- 3.1 Does there exist any possible conflict of interest in the sale of items to any institution within **ITS** jurisdiction or to any governing authority? (A yes or no answer is required.)
- 3.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

4. **Pending Legal Actions**

- 4.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)
- 4.2 If so, provide a copy of same and state with specificity the current status of the proceedings.

5. **Non-Disclosure of Social Security Numbers**

Does the Vendor acknowledge that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number? This acknowledgement is required by Section 25-1-111 of the Mississippi Code Annotated.

6. **Order and Remit Address**

The Vendor must specify both an order and a remit address:

Order Address:

Remit Address (if different):

7. **Web Amendments**

As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at [http://www.its.ms.gov/rfps/rfps\\_awaiting.shtml](http://www.its.ms.gov/rfps/rfps_awaiting.shtml). We will post clarifications and Vendor questions received until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the **ITS** amendments for RFPs as above stated? (A yes or no answer is required.)

8. **EPL Contact Information**

Vendor must provide sales contact information to be published on the Cabling Express Products List (EPL), and to receive Letters of Configuration (LOCs).

8.1 Main Contact  
Name  
Phone Number  
Fax  
E-Mail

8.2 Backup Contact  
Name  
Phone Number  
Fax  
E-Mail

9. **General Liability Insurance**

Vendor's proposal must be accompanied by proof of general liability insurance in the amount one million dollars (\$1,000,000.00) in response to this RFP. Is there proof of insurance included? (A yes or no answer is required.)

## **SECTION VII RFP OVERVIEW**

### **1. Request for Proposal Overview**

- 1.1 This RFP will be used to select the most qualified Vendors to provide both Inside and Outside Cabling Services to the State at the best possible prices.
- 1.2 **ITS** will award a group of Vendors to participate through two established **ITS** procurement processes: the General Request for Proposal process and an Express Products List (EPL). The awarded group will be called the **ITS** Cabling EPL but will be used for both the General RFP and EPL processes.
- 1.3 This section details requirements specific to the use of **ITS** General RFPs and to **ITS** EPLs.

### **2. Format of Proposal**

Respond to the sections in the same order as the RFP, using the “RFP Response Checklist” at the front of this RFP as your guide.

### **3. General Request for Proposal Submission Requirements**

This Section details requirements specific to General Requests for Proposals described in Section VIII.

- 3.1 Responses to **ITS** General Requests for Proposals (RFPs) will be used to satisfy recurring routine requests for acquisitions in the shortest time and at the best possible prices.
- 3.2 There will be no sole winning Vendor in response to a General RFP. After a comparative evaluation, a group of vendors will be selected and approved to participate under this RFP through the Letter of Configuration (LOC) process.
- 3.3 When a need arises during the life cycle of the General RFP for products/services of the category herein requested, the **ITS** staff will contact Vendors possessing valid proposals to obtain the best solution and current pricing information available.
- 3.4 If and when a project is awarded to a particular Vendor, **ITS** and the winning Vendor may negotiate additional appropriate terms and conditions needed on a project-by-project basis.
- 3.5 Multiple evaluations and awards occur throughout the life cycle of the General RFP using the LOC procedure. Additional contracts, if required, are negotiated at the time an award is made from proposals received in response to an LOC.

- 3.6 It is possible that your company will NOT be awarded a contract based on the submission of a General RFP response.
- 3.7 Updates/additions of existing approved proposals and the acceptance of new proposals from additional Vendors in response to a General RFP during the life-cycle of the General RFP will be accepted only by solicitation at the discretion of **ITS**.
- 3.8 Liquidated Damages may be stipulated in the Letter of Configuration on a project-by-project basis.
- 3.8.1 **ITS** reserves the right to require the winning Vendor, resulting from the Letter of Configuration (LOC) process, described in Section XI, to pay liquidated damages up to the amount of one thousand dollars (\$1,000.00) per day for every day that the project is not complete. This amount will be determined on a per project basis in the Letter of Configuration.
- 3.8.2 This amount will be paid by the successful Vendor and retained by **ITS** in the event of any such delays in the successful Vendor's performance of the contract. Retention of such stipulated liquidated damages by **ITS** shall not be regarded as a discharge of any duty or performance of the successful Vendor hereunder.
- 3.8.3 If **ITS** exercises this right, the parties hereby agree that such fixed daily amount is an honest estimate of such injury to **ITS** and/or the State of Mississippi considering that the extent of injury which will be caused by such delay in performance is uncertain and is difficult to accurately estimate.
- 3.9 A Performance Bond and/or Payment Bond may be stipulated in the Letter of Configuration on a project-by-project basis.
- 3.9.1 For larger projects of \$50,000.00 or more, the successful Vendor, resulting from the LOC process, described in Section XI may be required to procure a performance bond from a reliable surety company which is authorized to do business in the State of Mississippi and is acceptable to **ITS**.
- 3.9.2 The performance bond shall be for the total amount of the project cost or an amount mutually agreed upon by **ITS**, and the successful Vendor, and shall be payable to the State of Mississippi.
- 3.9.3 The performance bond must refer to the specific project, for which a Vendor is selected, and must bind the surety to all of the terms and conditions of that Vendor's Master Agreement.

- 3.9.4 Cabling EPL Vendors and EPL Customers should evaluate the need for a Performance and/or Payment Bond on a project-by-project basis. **ITS** recommends that both Cabling EPL Vendors and EPL Customers review Mississippi Code section 31-5-51, which concerns bond requirements for construction projects.

#### 4. **EPL Proposal Submission Requirements**

This Section details requirements specific to Express Products Lists described in Section VIII.

- 4.1 Responses to this Express Products RFP will be used to produce an EXPRESS PRODUCTS LIST (EPL) that provides **ITS** clients and staff with quick access to information regarding frequently requested items in full compliance with all purchasing requirements.
- 4.2 The EPL resulting from this RFP will be available for review on the **ITS** Web site at <http://www.its.ms.gov/EPL.shtml>
- 4.3 The EPL has a specified dollar limit up to which clients may make purchases from the EPL without coming through **ITS** for approval.
- 4.4 **ITS** EPL clients include state agencies and institutions of higher learning which are under **ITS** purview and local government entities such as cities, counties, local school districts, and community colleges which are not under **ITS** purview.
  - 4.4.1 All EPL clients may make routine purchases from the EPL up to the specified dollar limits under **Procurement Instruments: Express Products lists (EPLs)** as defined in the **ITS** Procurement Handbook.
  - 4.4.2 State agencies and institutions may be authorized to make planned purchases from the EPL over the specified dollar limits in line with their Long Range Information Systems Plan under the **Planned Purchases Procedure** as defined in the **ITS** Procurement Handbook.
  - 4.4.3 All EPL clients may make purchases from the EPL over the specified dollar limits only by coming through **ITS** for approval.
  - 4.4.4 **ITS** clients are not required to use EPLs for their purchases.
- 4.5 It is a goal of the EPL to make lists of quality products in defined categories available to state customers from reputable sources at the best possible prices.

- 4.6 Pricing is a major concern of **ITS**. Therefore Vendors must submit their pricing structure comparable to national pricing trends, the GSA, or other prominent pricing benchmark in terms of volume discounts.
- 4.7 Submission of an EXPRESS PRODUCTS proposal will not automatically qualify Vendor's products for placement on the EXPRESS PRODUCTS LIST. **ITS** performs an evaluation of Express Products offerings before placing the lowest and best offerings on the published EPL.
- 4.8 Each EPL is unique to **ITS**, administered under **ITS** policies and procedures, and not to be construed to apply or operate in any other manner by either Vendors or governmental entities.
- 4.9 It is the intent of **ITS** that an EPL is a multi-award list. However, **ITS** reserves the right to make a single award EPL.
5. **Price Changes During Award or Renewal Period**  
All pricing proposed should be your best proposal pricing. These costs are **not-to-exceed** costs that can be lowered but not raised during the life cycle of the RFP. Should **ITS** request that Vendors extend their proposal beyond the original term, the Vendor may decline to participate in the extension if they cannot honor their pricing. However, the State will always take advantage of price decreases. Vendor is required to pass any price decreases on to the customer. Vendor is also encouraged to provide quantity discounts to customers should large quantities be purchased.
6. **Restriction on Advertising**  
The Vendor must receive written approval from the State before advertising or referencing the award of a contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi. The following guidelines pertain specifically to the use of Express Products Lists.
- 6.1 Acceptable guidelines for marketing EPL products include:
- 6.1.1 Vendor's reference of any EPL should include a description of the EPL, the EPL RFP number, and the valid dates for that EPL. EPLs go out of date and **ITS** maintains several types of EPLs.
- 6.1.2 **ITS** recommends that you reference our website in any marketing publications or provide a link to our website on your website.  
<http://www.its.ms.gov> .
- 6.1.3 Any description or interpretation of **ITS** EPL policy or reproduction of individual Vendor offerings should be an exact, current, and complete quotation with the source identified. Examples include the published EPL, the **ITS** procurement

handbook, or the RFP number in question. If Vendor product offerings are reproduced, the quotation should be complete and exact.

6.2 Unacceptable references of **ITS** EPLs include:

- 6.2.1 Do not imply that your EPL products are exclusive in any way or that you are the only EPL award. Government clients must still evaluate your EPL offerings with others on the list to determine “lowest and best” qualification.
- 6.2.2 The EPL is **NOT** a “State Contract” as used by the Department of Finance and Administration (DFA) Office of Purchase and Travel. Because the procedures for using DFA “State Contracts” differ from using **ITS** EPLs, we ask that you not use this terminology.
- 6.2.3 Do not mix marketing of EPL products with non-EPL products as this may imply that those non-EPL products are also on the EPL.

7. **Substitutions**

If a Cabling offering is replaced through a manufacturer's technology upgrade, then the Vendor may substitute the latest release of the product provided the customer is formally notified in writing of all details, the product is the technical equivalent, and the purchase price of the replacement product does not exceed the published EPL price of the item being replaced.

8. **Transition Between Cycles**

Vendor should recognize that the EPL procedure is cyclical. There may be interim periods between the expiration of an old EPL and the introduction of a new EPL or the issuance of corrections or updates to a working list. **ITS** must evaluate each cycle's new proposals before the new list can go into effect. Also, acquisition approvals already in process using old proposals must have time to be completed. Therefore, during these periods, Vendor should strive to honor all products and pricing on an active list.

9. **ITS Acceptance of Vendor's Proposal**

- 9.1 **ITS** will notify Vendor of acceptance or rejection for inclusion on the EPL.
- 9.2 **ITS** reserves the right to revoke approval subsequent to original acceptance. **ITS** will notify the Vendor in writing if approval is revoked.
- 9.3 By submitting a proposal for consideration and inclusion in the EPL, a Vendor is professing a willingness to provide customer service to ANY customer from the State of Mississippi qualified to use the EPL. As a condition for remaining on the EPL, Vendor must be willing to support our customers with timely telephone responses to their calls for information regarding the

products and pricing proposed by your company, including but not limited to timely provision of “written quotes.”

- 9.4 Any Vendor violating EPL policy may be removed for one EPL cycle and a bond may be required with Vendor’s next proposal submittal.

10. **Publication, Clarification, Corrections**

- 10.1 **ITS** reserves the right to request clarifications from Vendors after the RFP opening date regarding Vendor’s submissions.

- 10.2 **ITS** reserves the right to update/add to EPLs. **ITS** reserves the right to extend the expiration date of the EPL cycle upon mutual written agreement of the Vendor and **ITS**.

11. **Master Cabling Agreement**

This Section details contract requirements that apply to all awarded Vendors.

- 11.1 The words “agreement” and “contract” shall be used synonymously.

- 11.2 **ITS** will require a Master Cabling Agreement with each successful Vendor. The Vendors responding to this RFP must be willing to execute in good faith such a contract within fifteen (15) days of notification by **ITS** of initial award.

- 11.3 Our standard Master Cabling Agreement contains the minimum terms and conditions which are necessary to do business with the State. There is an example of a Master Cabling Agreement found in Exhibit A at the end of this RFP.

- 11.4 Due to the need for uniformity among EPL Vendors, all awarded Vendors must be willing to execute the Master Cabling Agreement with no exceptions.

- 11.5 The inclusion of this example in Exhibit A does not preclude **ITS** from, at its sole discretion, including and/or negotiating additional terms and conditions with selected Vendors on a project-by-project basis specific to the projects covered by this RFP.

- 11.6 All contracts are subject to availability of funds of the acquiring state entity. Projects directed by the Department of Finance and Administration, Office of Bureau of Building, Grounds and Real Property Management (BOB) will not include the generation of a Purchase Order. All other projects require the issuance of a Purchase Order by the acquiring state entity.

- 11.7 **ITS** may require an additional supplemental contract to specify delivery and installation intervals which Vendor has stated in their response to a particular Letter of Configuration or request for an EPL quote or which **ITS** and the Vendor negotiate and mutually agree upon. Performance measures mutually

agreed upon by **ITS** and each successful Vendor will be included in any such supplemental contract. Failure to adhere to schedules outlined in the contract may result in assessment of penalties on Vendor.

- 11.8 In instances where multiple Vendors jointly propose to provide the State of Mississippi with a turnkey system, all contracts will be tied together so that the performance of all involved Vendors must be acceptable before any part of the system or service is deemed acceptable. **ITS** will have the right to reject all portions of the system or service if any part fails.
- 11.9 Failure to negotiate a Master Cabling Agreement within the fifteen (15) day time frame will constitute grounds for rejection of the successful Vendor's response to this RFP. In such an event, **ITS** will have the right to withdraw the award and to immediately begin negotiations with another Vendor or to pursue any other options at **ITS's** disposal.

**SECTION VIII  
 RFP PROCESS SPECIFICATIONS**

**1. How to Respond to this Section**

- 1.1 Beginning with Item 2 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED” to each point in this section.
- 1.3 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.4 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.

**2. General Overview and Background**

This request for proposal is issued by the Mississippi Department of Information Technology Services for submissions offered for inclusion on the Cabling Express Product List and General RFP to be used in the acquisition of inside and/or outside turnkey cabling solutions for the State of Mississippi.

**3. RFP Project Schedule**

<b>Task</b>	<b>Date</b>
First Advertisement Date for RFP	9/08/2009
Second Advertisement Date for RFP	9/15/2009
Deadline for Vendor’s Written Questions	3: p.m. Central Time on 10/01/2009
Deadline for Questions Answered and Posted to the ITS Website	10/08/2009
Open Proposals	10/15/2009
Evaluation of Proposals	10/15/2009 -11/15/2009
Notice of Award (Tentative)	11/15/2009
Cabling EPL 3608 Publish Date (Tentative)	12/01/2009
Cabling EPL 3571 Expires	11/30/2009

**4. Changes this Cabling Cycle**

- 4.1 The primary term of the RFP for Inside and/or Outside Cabling is changing this cycle. Previous **ITS** Cabling RFP 3571 had a one year term. RFP 3608 provides for a two year term.

- 4.2 Mississippi Department of Education is **NOT** sponsoring a separate ‘E-Rate/K-12 Cabling EPL’ this cycle. There will only be one **ITS** Cabling EPL award.
- 4.3 **ITS** will **NOT** post a 470 for RFP 3608. Each E-Rate customer will have to post their own 470.

## 5. **Scope**

- 5.1 It is the intent of **ITS** by issuing this RFP to select a group of Vendors from whom prices and/or quotes can be obtained in order to provide the materials and labor needed to satisfy requests for inside and/or outside communications cabling from State agencies, institutions, community colleges, and governing authorities of Mississippi, otherwise referred to as state entities.
- 5.2 The **ITS** Cabling EPL will consist of a relatively small Vendor pool and will utilize the Letter of Configuration (LOC) process as described in Sections VII and XI and the **ITS** Cabling Express Products List (EPL) process described in Section VII and VIII. All Mississippi public entities will be authorized to use the Cabling EPL.
- 5.3 E-Rate Considerations
  - 5.3.1 **ITS** is not posting a 470 for RFP 3608. Therefore, customers need to ensure they are following state purchasing laws in addition to E-Rate requirements.
  - 5.3.2 The Cabling EPL may be used as a response to the customer’s 470.

## 6. **Primary Term**

- 6.1 Proposals received in response to this RFP will be used two (2) years and may be extended at the State’s option for an additional period or periods if the Vendor is willing to do so. The Vendor will be given the option if an extension is requested.
- 6.2 New Vendors will not be accepted after the original proposal opening.

## 7. **Pricing**

- 7.1 Vendors must respond to all items in Section X for both inside and outside labor units. An incomplete cost response in Section X will be cause for exclusion from the Vendor group.
  - 7.1.1 Hourly Rate for Installation. This rate should be per worker and be used for both inside and outside cabling plant projects.

- 7.1.2 Hourly Rate for an RCDD, Project Manager, Cabling Engineer or similar designation. This rate should be used for an employee with advanced skills typically requiring a specialized rate.
- 7.1.3 Hourly Rate for Travel Time. See additional Travel guidelines and definitions in *Section X, Cost Information Submission*.
- 7.2 Cost for cabling materials are not requested as part of the Vendor's RFP response. The cost for cabling materials will be solicited on a project-by-project basis through the Letter of Configuration (LOC) and EPL processes.
- 7.3 Labor prices must be guaranteed as a not-to-exceed cost (by all respondents) for the primary term of this RFP response.
- 7.4 Pricing is a scored component.
- 7.5 Cabling EPL Vendors may not charge for an on-site walk-through.
- 7.6 **ITS** may request additional labor categories through the life cycle of the RFP. Vendors will be required to respond to these updates for continued RFP participation.

## 8. **Spending Limits and Delegation by ITS**

- 8.1 The **ITS** Telecom Services Division has the responsibility for ALL cabling projects, even single drops, for buildings in the capitol complex. This list is attached as Exhibit B. There is zero delegation for Agencies with offices in these buildings to use the Cabling EPL or work with any Vendor directly on cabling projects. The list of these buildings may change during the term of this RFP. Vendors may obtain an updated list of these buildings by contacting Gary Turner, [gary.turner@its.ms.gov](mailto:gary.turner@its.ms.gov) or Jeff Jennings, [jeff.jennings@its.ms.gov](mailto:jeff.jennings@its.ms.gov) .
  - 8.1.1 Example. The Division of Medicaid is in the Sillers Building, which is in the capitol complex and listed on Exhibit B. Medicaid may not, therefore, do its own cabling or use the EPL for cabling in the Sillers Building. The **ITS** Telecom Services Division will handle any cabling requests in the Sillers Building. However, since Medicaid also has offices outside the capitol complex such as county or regional offices, Medicaid as an agency MAY use the **ITS** Cabling EPL for those county or regional office buildings.
- 8.2 **ITS** has delegated to Agencies under **ITS** purview that have cabling needs outside of the capitol complex the following spending limitations in using the Cabling EPL.

- 8.2.1 \$5,000 or less – agencies may use the **ITS** Cabling EPL by obtaining at least one quotation from a Cabling EPL Vendor. For cabling projects \$5,000 or less for which it is not feasible to use one of the Cabling EPL Vendors, such as for geographically distant regional offices, **ITS** delegates the use of another Vendor using Public Purchasing Law. However, it is **ITS**' strong recommendation to use an **ITS** Cabling EPL Vendor when possible in order to be under the contractual protection of this RFP.
- 8.2.2 \$5,000 - \$50,000 – agencies must solicit two or more quotations using the **ITS** Cabling EPL Vendor Pool. For cabling projects in this range for which it is not feasible to obtain quotes exclusively from Cabling EPL Vendors, such as for geographically distant regional offices, **ITS** delegates the use of quotes from another Vendor(s). However, it is **ITS**' strong recommendation to use an **ITS** Cabling EPL Vendor when possible in order to be under the contractual protection of this RFP.
- 8.2.3 \$50,000 - \$150,000 – agencies must solicit quotations from all Vendors in the Cabling EPL Pool. Although the customer must solicit the quotations from all Vendors, it is not required that they receive a quotation or proposal from all Vendors should the Vendor not choose to respond.
- 8.2.4 \$150,000 and above – agencies must submit a Competitive Procurement Request to **ITS** to handle the procurement or a Planned Purchase Request to exceed the EPL limit.
- 8.2.5 Non-Agencies using this RFP may use the Cabling EPL subject to the same spending limitations established for Agencies. Entities not under **ITS** purview may alternatively choose to purchase using Mississippi Public Purchasing Law.

## 9. Selection of the Vendor Groups

- 9.1 There will be no sole winning Vendor in response to this RFP.
- 9.2 Submission of a response to this RFP will not automatically qualify the Vendor's proposal in providing products and services listed in this RFP. **ITS** will evaluate the information in all Vendors' proposals in response to this RFP.
- 9.3 **ITS** will determine the lowest and best group of Vendors from all proposals.
- 9.4 Awards will be made on a per project basis multiple times using the proposals from the selected Vendor group(s) using the LOC and EPL processes.

- 9.5 **ITS Scoring Criteria**  
Scoring of the following criteria will be used as a mechanism for selecting the lowest and best proposals.
- 9.5.1 Cost using the proposed service rates
  - 9.5.2 Cabling reference responses for projects completed by prime contractor
  - 9.5.3 Compliance with the RFP
  - 9.5.4 Primary Vendor's cabling qualifications and staff per Section VIII
  - 9.5.5 Vendor financial resources
  - 9.5.6 RCDD on staff – **REQUIRED**
  - 9.5.7 Verifiable Mississippi presence with staff and physical facilities logistically available to Mississippi customers
  - 9.5.8 Past performance of the Vendor on cabling contracts with the State
- 9.6 The mechanism for scoring will be comprised of two components: A WEIGHT and a SCORE.
- 9.6.1 The weight of each element to be evaluated within the specifications will be determined by the **ITS** staff based on the substantiated needs of the State.
  - 9.6.2 The score will be indicative of the degree of compliance of the Vendor's proposal in meeting each component of the specifications.
- 9.7 **ITS** reserves the right to remove any Vendor from the approved group, subsequent to original acceptance, because of inaccurate pricing information or poor performance.
- 9.7.1 **ITS** will notify the Vendor in writing if approval is revoked.
  - 9.7.2 Any such notification will be consistent with the "Termination" clause in the Vendor's Master Cabling Agreement.
  - 9.7.3 **ITS** reserves the right to request a performance bond with the Vendor's next proposal submission if a Vendor is pulled from the approved group.

***Most of the items from this point forward in Section VIII require that Vendor respond with the specific information requested. "Acknowledge" is not an appropriate response to these items.***

**10. Selection of Vendor by the Customer from the Cabling EPL**

- 10.1 **ITS** EPL Customers may use any of the above criteria as well as their own evaluative factors in selecting their Vendor on a project-by-project basis.
- 10.2 EPL customers will be required to obtain a minimum of two quotes from Cabling EPL Vendors where the project cost is between \$5,000 and \$50,000. If greater than \$50,000, Customer must solicit quotations from all the EPL Vendors. **ITS** is not requiring that a Vendor respond to a request for quotation or an LOC for every project under this RFP. However, it is **ITS**' expectation that awarded Vendors will make best efforts to respond to as many project requests as feasible. Participation by Vendors in this process will continue to be a scored item in future Cabling RFPs.
- 10.3 **ITS** has developed a "template" of best practices that will be published as part of the Cabling EPL Instructions for Use. A copy of the "Best Practices Checklist: Guide for Requesting Quotes and Scoring" can be found in Exhibit C at the end of this RFP. In response to item 10.3 Vendors are asked to review and include any additional suggestions for this template and indicate whether the checklist suggestions should be an EPL requirement for the customer or an option.

**11. Vendor Qualifications**

- 11.1 Financial
  - 11.1.1 Vendor must provide most recent annual report or current audited financial statements, which must include a letter from a CPA or accounting firm indicating that the financial records have been reviewed. Failure to provide this information may eliminate your proposal from further consideration. At a minimum, the report should include assets / liabilities and an income / revenue report.
  - 11.1.2 **Financial Viability**  
Does Vendor certify that it has credit from its major supplier, banker, and/or other guarantor(s) to cover projects up to the planned dollar approval limit of the Cabling EPL of \$150,000? (A yes or no answer is required.)  
  
In cases where there are state customer problems during the RFP cycle due to Vendor inability to finance purchases, **ITS** reserves the right to take corrective action, up to and including disqualification from participation in the RFP process.

11.2 Company Profile

Vendor should respond to this section in relation to how Vendor can serve **ITS' Mississippi** government and education clients. **ITS** is not interested in volumes of annual reports or marketing brochures that generalize Vendor national services. We want to know how Vendor proposes to serve **Mississippi clients**.

- 11.2.1 How many years has Vendor's company been in business?  
Vendor's company must have been in business a minimum of two years.
- 11.2.2 Please provide background details on the company including business structure, ownership information and changes in control.
- 11.2.3 Describe Vendor's sales staff and staffing for project management.
- 11.2.4 Describe Vendor's process for:
  - 11.2.4.1 Handling sales and quotation requests;
  - 11.2.4.2 Tracking the delivery of products;
  - 11.2.4.3 Installation; and
  - 11.2.4.4 Billing
- 11.2.5 Does Vendor have a store front/service center(s) to serve Mississippi clients?
  - 11.2.5.1 Describe the location, providing street address, approximate square footage, etc.
  - 11.2.5.2 List the offices that will be used to provide installation and on-site support.
  - 11.2.5.3 Differentiate company facilities from any "virtual office" or home office.
- 11.2.6 Under what conditions would third-party support be used in lieu of in-house staff?
- 11.2.7 Describe response time for initial call response, on-site personnel response, and resolution. Include average time as well as a not-to-exceed time frame for each type of response.
- 11.2.8 List any manufacturer certifications held by Vendor's company as a whole. Please provide a copy of the manufacturer certifications

for your company.

(Note: Certifications for individual technicians will be addressed in Item 15 of this section.)

- 11.2.9 Provide a description of heavy equipment owned by Vendor's company. (Examples: boring rigs, trenchers, bucket trucks, etc).
  - 11.2.10 Describe any "Value-Adds" that your company would provide if awarded under this RFP.
  - 11.2.11 Describe your company's testing methodology for both copper and fiber cabling. Include a description of the testing equipment used and whether you own the testing equipment. For large projects with many drops, include whether you test all drops or explain your sampling methodology.
- 11.3 Does Vendor have the ability to do both inside AND outside cabling projects?
- 11.3.1 Describe in detail two or more inside cabling plant projects completed by your company within the last three years.
  - 11.3.2 Describe in detail two or more outside cabling plant projects completed by your company with the last three years.
  - 11.3.3 The Cabling EPL requires Vendors to participate in a quotation process. List the cabling projects by agency or school name for which you supplied a quotation. For each, indicate whether it was an LOC quotation or an EPL quotation [include both **ITS** and K-12 EPL projects.]

12. **Certificate of Responsibility**

A copy of the Vendor's Certificate of Responsibility must be included in the Vendor's response to this Request for Proposal. Vendors **MUST** have a current and valid Certificate of Responsibility. The Certificate of Responsibility as described below must be submitted with the Vendor's response to this section.

- 12.1 The Mississippi Board of Contractors requires a Certificate of Responsibility for certain levels of public projects. As information, a public project is defined as, "Any project for erection, building, construction, reconstruction, repair, maintenance, or related work which is funded in whole or in part with public funds."
- 12.2 The following classifications of Certificates of Responsibility have been stipulated by the Mississippi Board of Contractors as acceptable for the work requested in RFP 3608. Only these Certificates of Responsibility are acceptable.

- 12.2.1 Cable Installation
- 12.2.2 Cable Systems
- 12.2.3 Communication Cabling
- 12.2.4 Communication Systems
- 12.2.5 Electrical Work
- 12.2.6 Fiber Optics
- 12.2.7 Telecommunications

12.3 If your classification does not match a certificate listed above, you must obtain acceptance in writing from the Mississippi Board of Contractors stating that your classification is adequate and appropriate for cabling projects. A Certificate of Responsibility is required in response to this RFP.

Contact information for the Mississippi Board of Contractors is as follows:

Primary Contact: Commercial Department  
Telephone: (601) 354-6161 or 1-800-880-6161  
Fax: (601) 354-6715  
Mailing Address: P. O. Box 320279; Jackson, MS 39232  
Physical Address: 215 Woodline Dr; Suite B; Jackson, MS 39232

12.4 Is there a copy of the Vendor's certificate of Responsibility included?

13. **Registered Communications Distribution Designer (RCDD)**

13.1 **ITS EPL Vendor Pool.** Vendor is required to maintain an RCDD on staff to participate in this pool. A copy of Vendor employee's RCDD certificate must be included in the Vendor's response to this request for proposal. Please list each RCDD by name and attach a copy of their certificate.

13.2 It is not acceptable to satisfy this requirement through a subcontractor.

14. **Installation/Maintenance Personnel**

14.1 Using the example below as a guide, provide the following information for each technician who will be servicing Mississippi clients in this format. Please recreate this table and submit a paper copy. It is not necessary to provide an electronic copy.

14.1.1 Name of technician

- 14.1.2 Date hired
- 14.1.3 Years of experience
- 14.1.4 RCDD? (Yes or No). If yes, please provide a copy of the RCDD Certificate.
- 14.1.5 If applicable, provide description of technician’s background and areas of expertise or any additional information pertinent to this RFP.
- 14.1.6 Description of Technician’s active manufacturer certifications or additional cabling related certifications. Please attach copies of the certifications.

Technician Name	Date Hired	Years of Experience	RCDD (Yes or No)	Areas of Expertise and Certifications
Joe Smith	Jan 1995	15	No	Has worked with telephone plant and data cabling. Certifications include Lucent, Panduit, and Corning.
Bill Jones	Sept 2000	20	Yes	Experienced in fiber optic (installation, termination, testing) and data installations. Certifications include Siemens, Berk-Tek, Avaya, Hubble; BICSI Certified Installer.
Mike Brown	June 2005	less than 1	No	Entry-level cable installer. Currently working on certification for Panduit and Corning.

**15. Subcontracting**

15.1 Any Vendor awarded will be held responsible for all aspects of the project even if subcontractors are used. **ITS** reserves the right of refusal and the right to request replacement of subcontractor(s) because of unacceptable work, performance, or conduct. Any authorized subcontractors employed to fulfill all or any portion of a project, when awarded, must carry out all aspects of the project as stipulated by **ITS** by this RFP and as agreed upon by successful Vendors. If subcontractors are not identified with your proposal at the time of submission, said subcontractors may not be used on any awarded projects without the expressed written consent of **ITS**. The use of unauthorized subcontractors will automatically cause the Vendor to be removed from the selected vendor group(s) and reinstatement will be at the sole discretion of **ITS**.

- 15.1.1 Will you be using any subcontractors in the fulfillment of projects connected to this RFP should you be selected for inclusion? (A yes or no answer is required.)
- 15.1.2 If yes, list any subcontractors which will be used to complete the contract subject to approval by **ITS**:
  - 15.1.2.1 Name of company
  - 15.1.2.2 Contact person
  - 15.1.2.3 Telephone number
  - 15.1.2.4 Type of work subcontractor will perform
  - 15.1.2.5 Number of certified employees to perform said work
  - 15.1.2.6 Three (3) references for whom the subcontractor has performed work which the State may contact. (Submit as part of section XII, "References.")
- 15.2 Although the use of subcontractors that have been approved by **ITS** is permitted under this RFP, the intent in the selection of Vendors for this RFP is for qualified primary cabling Vendors with the expertise and experience on staff to handle projects directly. The evaluation and scoring of this RFP will be based on qualifications of the responding Vendors, not subcontractors.

16. **Miscellaneous Requirements**

- 16.1 All products must be delivered **FOB destination** to any location within the geographic boundaries of the State with **all transportation charges prepaid and included in the proposal price**. Destination is the point of use.
- 16.2 Cable Plant Warranty:
  - 16.2.1 Vendors must ensure an approved inspection for any cable plant for which the manufacturer requires a post installation inspection in order to receive the manufacturer's warranty.
  - 16.2.2 Vendors must only propose those manufacturers for which they are certified. This includes certification for manufacturers that will only extend the warranty or enhanced warranties or guarantees when the cable plant is installed by an authorized installer/vendor.

- 16.3 With the exception of nationwide/industry wide market constraints put on items, the Vendor is expected to provide delivery within 30 days ARO.
- 16.4 All materials installed on projects awarded using this RFP must be new.
- 16.5 The selected Vendor will be responsible for the complete engineering of the cabling network, and the installation thereof, including all miscellaneous hardware.
- 16.6 **ITS'** intent is that Cabling RFP 3608 will be used for cabling projects involving both labor and materials. Should a Customer have already procured the cabling materials and wish to obtain quotations for the installation using the EPL Labor Rates, the Vendor MAY choose to provide quotations but is not required to do so. However, in no event does this RFP provide procurement authority for the purchase of materials only.
- 16.7 **ITS** reserves the right to request information in writing, concerning, but not limited to, price quotations, configurations and equipment specifications and characteristics relative to products/services proposed by the Vendor for sale to the State.
- 16.8 The terms "Vendor" and "contractor" shall be used interchangeably.
- 16.9 The terms "construction," "work," and "project" shall be used interchangeably.

## **SECTION IX TECHNICAL SPECIFICATIONS**

### **1. How to Respond to this Section**

- 1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED” to each point in this section.
- 1.3 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.4 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.

### **2. Cabling Specifications**

- 2.1 Construction Specifications
  - 2.1.1 All UTP Unshielded Twisted Pair communication cable for data must be Cat 5e or better.
  - 2.1.2 The National Electrical Safety Code shall be used as a minimum requirement only and not as a design criterion.
  - 2.1.3 All applicable city, state, and federal construction standards and practices associated with the installation of communications cabling systems shall be followed.
  - 2.1.4 All Vendors and subcontractors will be responsible for adhering to all safety and construction guidelines and/or OSHA safety requirements during all work operations. OSHA guidelines and rules shall be followed and are subject to review by **ITS** and the state entity.
  - 2.1.5 The successful Vendor shall coordinate with the state entity as to time intervals of cable placement and splicing.
  - 2.1.6 Hallways shall be kept free of debris, scaffolds, etc., during peak use.
  - 2.1.7 Appropriate safety barricades, traffic control devices and other such devices shall be utilized where necessary.

- 2.1.8 It is the Vendor's responsibility to provide cable in sufficient lengths to ensure network connectivity.
- 2.1.9 Steel-winch cable will not be allowed to pull cable into conduit.
- 2.1.10 All cabling materials shall be manufactured by an ISO 9001:2000 certified manufacturer.
- 2.1.11 Internal firewall penetrations should be cored, sleeved, and sealed with a fire stop.
- 2.1.12 Forty-eight (48) hours prior to any construction work operation or material storage, the successful Vendor shall notify the state entity. The Vendor shall not store materials without prior approval from the state entity or its general contractor.
- 2.1.13 The location of all existing buried facilities shall be located and marked prior to any digging by the Vendor. The Vendor will be responsible for damage to any existing buried utilities.
- 2.1.14 All gas/diesel-motorized equipment shall have proper mufflers so as not to disturb the environment.
- 2.1.15 Backfill shall consist of approved sand-clay compacted to 95% standard proctor in 6" lifts, free from any pebble, stones, asphalt, concrete, "frozen" material, etc., which could cause penetration or damage to the conduit(s).
- 2.1.16 Trenches shall be backfilled to contours and elevations of undisturbed surrounding terrain.
- 2.1.17 Any unused backfill material shall be removed from the property.
- 2.1.18 All outside plant cable terminations that are in excess of 50 feet inside the building shall be placed in IMC (Intermediate Metallic Conduit) or be rated as an indoor/outdoor type cable.
- 2.1.19 Separation distance between an installed cable and existing underground cables or utilities shall be a minimum of 12 inches.

## 2.2 Conduit Overview

- 2.2.1 The conduit placed at a given location must have a true cylindrical shape and be supplied by the same manufacturer.
- 2.2.2 All vacant conduit shall be equipped with a polyethylene pull rope.

- 2.2.3 Each conduit terminated either in handhole or building shall be sealed and/or plugged to prevent gas/moisture seepage.
  - 2.2.4 For all trench radius sweeps of 40' or greater, conduit shall be manually placed and anchored in trench prior to backfill.
  - 2.2.5 All conduit trenches in tree drip lines that are not bored shall be hand trenched, tunneling any roots 1¼" greater in diameter.
  - 2.2.6 All conduit shall have 24" of minimum cover.
  - 2.2.7 Underground conduit shall be a minimum Schedule 40, Polyvinyl Chloride (PVC) conduit.
  - 2.2.8 A detectable warning tape shall be placed 12" below grade in all conduit trenches and a minimum of 12" above conduit. Tape shall run from handhole to handhole.
  - 2.2.9 If conduit is to be installed via directional boring, a #8 AWG copper wire shall run along the conduit and terminate at each building entrance handhole.
  - 2.2.10 All sidewalk removal shall be from expansion joint to expansion joint.
  - 2.2.11 Temporary wooden walkways shall be provided where sidewalk removal is required.
  - 2.2.12 Sidewalk restoration shall match the sidewalk being removed. Grades and alignment shall match the existing topology.
  - 2.2.13 Sidewalk replacement shall be 2500 psi and poured at a maximum slump of 4 inches.
  - 2.2.14 Expansion joints shall be either ½" asphalt saturated fiberboard or redwood on 4' centers.
  - 2.2.15 No concrete for sidewalk or trench cap shall be poured if weather conditions are forecasted to be 40°F or below for the next 72 hours (3 days).
- 2.3 Service Entrances
- 2.3.1 The total number of bends in a conduit section run shall not exceed two 90° bends or equivalent of radius bends. Each bend shall have a minimum radius in accordance with existing standards.

- 2.3.2 The ends of metallic conduit shall be reamed, bushed, and grounded in accordance with the National Electric Code.
  - 2.3.3 All service entrances shall have service loops in ceiling area.
  - 2.3.4 All service entrances shall be sealed.
  - 2.3.5 Conduit shall be installed at a minimum depth of 24" and backfilled with selected fill material.
  - 2.3.6 Conduits terminated inside a building shall be installed so that the conduit extends a minimum of 4" Above Finished Floor (AFF). Conduits shall be plugged with inserts to ensure that foreign matter does not enter the building.
- 2.4 Installation of Handholes
- 2.4.1 Each cable in the handhole(s) and entering the building(s) shall have a permanent identification tag with cable number and identified cable count.
  - 2.4.2 Handhole shall be set flush with the existing topographical grade.
  - 2.4.3 Traffic covers shall be locking type by bolts and two wrenches for unlocking shall be furnished to the appropriate state entity.
  - 2.4.4 Upon completion of handhole placement, necessary anchoring is required to prevent floating until backfill is complete.
  - 2.4.5 If not specified by the customer, all handholes shall have "Communications" logo on locking cover.
  - 2.4.6 Upon completion of the conduit/handhole placement, each access chamber shall be checked for gas prior to any cable pulls. If gas is detected, it shall be corrected at the Vendor's expense.
  - 2.4.7 All handholes shall be placed on 8" minimum washed gravel.
- 2.5 Installation
- 2.5.1 All installation shall be in conformance with ANSI/TIA/EIA and BICSI standards. For projects requiring the supervision of a BICSI Registered Communication Distribution Designer (RCDD), the Vendor will be required to have a BICSI RCDD available for the project to ensure that all applicable standards are met.

- 2.5.2 The Vendor agrees to comply with all city, county, state, and federal codes, rules, NEC and RUS codes, regulations, and/or agencies, regarding the installation of the system.
- 2.5.3 All hardware shall be installed and working per manufacturer specifications.
- 2.5.4 The Vendor shall:
  - 2.5.4.1 Provide all labor and materials to install all equipment as necessary to the project.
  - 2.5.4.2 Provide documentation and ensure continuity of the system as described in this RFP.
  - 2.5.4.3 Furnish all licenses and permits, etc. required for the installation of the system.
  - 2.5.4.4 Ensure that the maximum pulling tensions of the specified distribution cables are not exceeded and cable bends maintain the proper radius during placement.
- 2.5.5 The Vendor will install cable protection “shoes” or devices during placement to protect fiber optic cable from sheath damage.
- 2.5.6 Cable shall not be formed into a condition that causes the outside sheath to wrinkle. A “wrinkle” occurs as the result of an installer exceeding the manufacturer’s bend radius.
- 2.5.7 All cables and wire shall be firmly fastened in place. Cable clamps and support hardware shall be adequate to support their loads.
- 2.5.8 If the Vendor places any cable within one foot of a steam line or pipe in excess of 100°F, the cable(s) shall be protected with sufficient insulation so as not to damage the sheath or intersheaths/wire.
- 2.5.9 All firewall penetrations shall be sealed as required by code.
- 2.5.10 In the event the cable or sheath is damaged or pulling devices separate from the cable, the cable shall be inspected by the user state entity before re-pulling is attempted.
- 2.5.11 The use of bridge taps is not allowed for data applications.

- 2.5.12 All fiber cables shall be tagged within 24 inches of the termination. All voice or data cables shall be tagged at each end with a voice or data cable number reflecting the size, count, and number of the cable.
- 2.5.13 There shall be no splicing of the horizontal communications cable.
- 2.5.14 All patch-panels shall be Underwriter's Laboratories (UL) listed.
- 2.5.15 Any unused materials that have been purchased by the State must be turned over to the State upon completion of the project.
- 2.5.16 The distance from the termination in the telecommunications closet to the outlet shall be 90 meters (295 ft) or less for Category 5e or better cable.
- 2.5.17 Install work area outlets so that the patch cable required to reach work area equipment will be no more than 10 ft.
- 2.5.18 The length of patch cords and cross-connect jumpers in the telecommunications closet shall be 20 ft or less.
- 2.5.19 The amount of pair untwisting as a result of the termination shall not exceed ½ inch for Category 5e or higher cables and 1 inch for Category 3.
- 2.5.20 The Vendor is to install horizontal cable no closer than 6 inches from fluorescent lighting fixtures.
- 2.5.21 All telecommunications outlets shall be placed a minimum 15 inches from the floor in conformance with the American Disabilities Act (ADA).
- 2.5.22 The hardware used to terminate UTP cables shall be of the insulation displacement contact (IDC) type.
- 2.5.23 All exposed cable bundles are to be tie-wrapped at a maximum of every 12 inches.
- 2.5.24 Wall mountable termination hardware shall be placed on 3/4" plywood securely fastened to the walls and painted with fire-resistant paint.
- 2.5.25 Cable management hardware such as horizontal and vertical panels should be used to reduce cable stress in the telecommunications closet.

- 2.5.26 The color of the surface raceway and outlet/connector shall be approved prior to installation by the state entity contact.
  - 2.5.27 All cable ties shall be hand-tightened only to a point where the sheath does not deform.
  - 2.5.28 Any outlet/connector not installed flush with the wall surface shall be securely mounted.
- 2.6 Bonding and Grounding
- 2.6.1 The Vendor shall be responsible for providing an approved ground at all newly installed distribution frames, and/or ensuring proper bonding to any existing facilities.
  - 2.6.2 The Vendor shall also be responsible for ensuring ground continuity by properly bonding all appropriate cabling, closures, cabinets, service boxes, and framework.
  - 2.6.3 All grounds shall consist of #6 AWG copper wire and shall be supplied from an approved building ground and bonded to the main electrical ground.
  - 2.6.4 Grounding must be in accordance with the NEC, NFPA, and all local codes.
- 2.7 Power Separation
- The Vendor shall not place any distribution cabling alongside power lines, or share the same conduit, channel or sleeve with an electrical apparatus.
- 2.8 Miscellaneous Equipment
- The Vendor shall provide any necessary screws, anchors, clamps, tie wraps, distribution rings, wire molding (MC/MDF & TC/IDF locations), miscellaneous grounding and support hardware, etc., necessary to facilitate the installation of the system.
- 2.9 Special Equipment and Tools
- 2.9.1 It shall be the responsibility of the Vendor to furnish any special installation equipment or tools necessary to properly complete the project.
  - 2.9.2 This may include, but is not limited to, tools for terminating cables, testing and splicing equipment for copper/fiber cables, communication devices, jack stands for cable reels, or cable winches.

2.10 Aerial Placement

- 2.10.1 Guy wire guards shall be placed over guy on all riser poles at a minimum of 8 ft from ground level.
- 2.10.2 The pole to building span shall be no greater than 30 meters (100 ft) with a minimum clearance of 18 ft.
- 2.10.3 The Vendor shall utilize standard industry hardware to attach aerial cable at pole locations (strand vices, guy hooks, cable suspension clamps, corner suspension clamps, etc.).

2.11 Labeling

- 2.11.1 The Vendor shall be responsible for printed labels for all cables and cords, distribution frames, and outlet locations.
- 2.11.2 The Vendor will be responsible for working with the state entity on an acceptable cable numbering scheme and will be responsible for providing a complete set of cable records.

2.12 Optical Fiber Cable Testing

Any link not meeting the requirements of the standard shall be brought into compliance by the Vendor, at no charge to the state entity.

2.13 Fiber Optic Cable

- 2.13.1 The diameter of the fiber optic core and the diameter of the core and cladding for multimode cable shall be 62.5/125 $\mu$ m or 50/125 $\mu$ m.
- 2.13.2 The attenuation for mechanical and fusion splices shall not exceed 0.2 dB.

3. **Testing and Acceptance**

- 3.1 The system shall provide all features and capabilities at time of acceptance as stipulated in these specifications and responded to in the affirmative. All features and capabilities shall be trouble-free and operate with high reliability.
- 3.2 Acceptance of the described labor and materials will be the responsibility of the state entity, who will accept the system and provide payment when the following criteria have been met:
  - 3.2.1 Quality of materials must be consistent with published specifications for materials.

3.2.2 System test results must meet or exceed accepted industry standards.

3.3 Vendor test results will be provided to the state entity in the form of one hard copy and one 3.5-inch diskette or other acceptable electronic media prior to system acceptance.

#### 4. **Restoration**

4.1 The successful Vendor for each awarded project shall be responsible for replacing, repairing, or bringing back to at least original condition any damage to floors, ceiling, walls, furniture, ground, pavement, sidewalks, etc., caused by its personnel and operations, subject to final approval by **ITS** or the EPL customer.

4.2 Any damage caused by the Vendor shall be restored at the Vendor's expense.

4.3 The Vendor shall compensate any loss of utility service or damage caused by the Vendor's work operations.

4.4 Minimum restoration of penetrations of walls shall be sealed and consist of grouting, reinforcement, and restoration to as near original finish as possible around duct entrances is required.

4.5 The Vendor shall, upon completion of all work, remove from the premises all construction equipment, unused materials, salvage materials, and debris resulting from the work. The Vendor shall leave the project site clean.

#### 5. **Errors and Omissions**

5.1 Standards and requirements included in this RFP are to our knowledge the best and most correct standards and requirements of which we are aware.

5.1.1 If, for **any** reason, these standards and requirements change, or you judge any of these standards and requirements as incorrect or inadequate, **please notify ITS immediately.**

5.1.2 You must respond with **EXCEPTION** in your initial proposal to this RFP.

5.1.3 When new or better standards and requirements have been pointed out, accepted and changed, you must return responses to LOCs and quote requests that reflect the correct and accurate standards and requirements.

- 5.2 If an error regarding the standards and requirements is detected or a better set of standards and requirements is implemented, **ITS** will distribute this information to all Vendors in the selected groups.
- 5.3 If you are selected to be in a group of Vendors for this RFP, but are unable to perform under the new standards and requirements, you may withdraw from the group by informing **ITS** in writing.
- 5.4 Anything not listed in your detailed price quotes in response to LOCs or EPLs, which is necessary for full and successful installation of inside/outside cable projects in accordance with standards and requirements, shall be provided at the expense of the Vendor.
- 5.5 All work installed under this proposal, which in **ITS**'s opinion is not properly coordinated, causes interferences, or deviates from installation standards (without the permission of **ITS**) shall be corrected at the Vendor's expense.

6. **Obligation**

No agency shall be permitted to obligate the State to any Vendor source for a telecommunications system of any kind. All transactions dealing with a telecommunications system shall be conducted through **ITS**, and any Vendor found in violation of this policy may be prohibited from submitting proposals on such systems for a period of time commensurate with the severity of the violation. Provided, however, that this period shall not exceed twenty-four (24) months. The requirement stipulated in C.19 from Section Number 25-53-117, Section Heading, Creation of state obligation for telecommunications systems; conduct of transactions dealing with telecommunications systems. Sources: Laws, 1995, ch. 622, Section 18, effective from and after July 1, 1995.

7. **Warranty**

A twelve (12) month on-site system warranty covering all materials and labor to correct any defect in the cable system, and installation shall be part of the proposal. If the State provides materials separately, the warranty will apply only to the installation.

**WARRANTY WILL BEGIN UPON ACCEPTANCE OF THE INSTALLED SYSTEM, WITH ACCEPTANCE BEING AS DEFINED IN THE MASTER CABLING AGREEMENT.**

## SECTION X COST INFORMATION SUBMISSION

*Refer to Section VIII, Item 7 for more information regarding pricing for RFP 3608.*

1. **Vendors must provide costs for ALL labor items listed in the table in Item 2 of Section X.**

- 1.1 Pricing listed in the table should be not-to-exceed pricing. The Vendor will not be allowed to change pricing once submitted and must honor pricing for the two year primary term of RFP 3608.
- 1.2 Vendor should propose hourly rates based upon standard business hours of 8 x 5, Monday –Friday, excluding holidays. Should customers have needs for after hours services, Vendor may optionally charge up to one and one-half (1 ½) times their service rate, provided Vendor has supplied a written estimate and advised the customer of the afterhours charge.

2. **Service Rates**

Hourly Rate for Project Manager / RCDD / Engineer	\$
Hourly Rate for Installation per Worker	\$
Hourly Rate for Travel Time	\$

3. **Travel Rates**

- 3.1 It is the intent of ITS to provide flexibility for Vendors and Customers in diverse geographical areas by allowing the proposal of a Travel Hourly Rate.
- 3.2 Vendor must propose a Travel Hourly Rate which covers the time of the employee and their cost of travel, within state boundaries. This rate may not be used for out-of-state travel.
- 3.3 The Travel Hourly Rate may not exceed the Vendor’s highest hourly rate proposed.
- 3.4 Vendors have described their service centers in Section VIII and must in good faith tailor the customer quotation with the lowest costs and expenses possible.
- 3.5 The Travel Rate is not to be used for warranty work.
- 3.6 Vendor must provide to customer a not-to-exceed estimate of any travel fees using this travel hourly rate to be used in conjunction with the project as part

of their cost quotation. Travel fees that are negotiated between the Vendor and Customer should include the following considerations:

- 3.6.1 Is the cost estimate for one-way or two-way travel?
- 3.6.2 Is the cost estimate per person or per vehicle?
- 3.7 Per Diem charges for meals, mileage, hotels, airfare, etc. are not authorized under this RFP. Should a project involve extended on-site work involving such expenses, those per diem charges should be itemized in the cost estimate. The authority for such expenditures would be using other public purchasing procedures. In no event should travel expenses be proposed or invoiced at rates exceeding the reimbursement rates defined by the Mississippi Department of Finance and Administration, Office of Purchasing and Travel (DFA-OPT) for Mississippi state government.

## **SECTION XI LETTERS OF CONFIGURATION**

### **1. Introduction**

- 1.1 **ITS** uses Letters of Configuration (LOCs) to solicit product and pricing information at the time of project on a project-by-project basis. LOCs in memo format detail the specific project needs and request vendor proposals or quotes for the required products and/or services. Unless otherwise detailed in the LOC, Vendors should respond to LOCs using the LOC Information Form included in this section of the RFP.
- 1.2 LOCs will primarily be used for Bureau of Building projects for which **ITS** handles the procurement.
- 1.3 Vendor is not required to respond to Section XI in their RFP response. This section is included for information on how this RFP will be used during the year and how Vendors are expected to respond.
- 1.4 The cost of materials will be solicited through the Letter of Configuration process on a per project basis. Only labor costs are requested in the Vendor's initial response to this RFP.
- 1.5 In most instances both labor and materials will be acquired using this RFP. However, **ITS** reserves the right to obtain only labor through this RFP and to procure materials through some other method. The decision to do this will always be clearly identified on a per project basis in the Letter of Configuration.
- 1.6 The LOC process is used under all General RFPs as well as under certain EPLs or Special RFPs when those RFPs are used in the same capacity as a General RFP.
- 1.7 Vendor responses to Letters of Configuration must include all of the required information for determination of lowest and best Vendor for the project. Vendors should use the format on the LOC Information Form to prepare their responses. It is suggested that the Vendor save Section XI for reference when contacted by **ITS** staff during the year.

### **2. Use of Letters of Configuration**

- 2.1 **ITS** will issue Letters of Configuration (LOCs) to valid RFP Vendors to fulfill the detailed needs of a client.
- 2.2 These LOCs will outline the project and the specifications of that project.
- 2.3 The Vendor shall examine carefully the existing buildings, drawings (if available), and all other existing conditions, and install the work to conform to the LOC.

- 2.4 Vendors will be expected to respond to any LOC by the time specified with fully detailed information covering all the costs of that project within the scope of their Request for Proposal response. Vendors are not required to respond to all LOCs, however, past responsiveness to previous LOCs is a scored component.
- 2.5 ITS reserves the right to reject the Vendor's response to the LOC based on poor material quality.
- 2.6 A Vendor will be selected based on lowest and best evaluation.

3. **Use of the LOC Information Form**

Responses to LOCs should be prepared using the format detailed on the LOC Information Form. Please include information for all of the columns listed on the form. Be sure to indicate the name of the Technology Consultant who contacted you on the project.

4. **Additional Requirements**

- 4.1 In addition to the product/cost information, some LOCs may require installation, warranty, maintenance, and training information that should be included after the product/cost matrix as directed in the LOC.
- 4.2 The LOC may also require information on quantity discounts, demonstration units, and other acquisition plans such as rentals, leases, or time-purchases.
- 4.3 If requested in the LOC, the Vendor must supply all cabling, connectors, and start-up supplies bundled and included with the base configuration to ensure the hardware works directly “out of the box” without need of further cabling or interacting.
- 4.4 LOCs for projects including Consulting Services may require Vendor submission of resumes of the individuals being proposed.
- 4.5 If Vendor travel is necessary to meet the requirements of the LOC, the Vendor should propose fully loaded costs including travel within his service rates.
- 4.6 ITS may require mandatory vendor conferences at the time of the LOC as needed on a project-by-project basis.

5. **Communications with Staff**

From the issue date of an LOC until a Contractor is selected and the selection is announced, responding Vendors may not communicate, either orally or in writing regarding this RFP with any staff except as noted herein. To ensure equal treatment for each responding vendor, all questions regarding this RFP must be submitted in writing to the Technology Consultant noted on the LOC, and not later than two days before the due date of the LOC response. All such questions will be answered officially by the State in writing. All such questions and answers will

become addenda to this RFP. **Vendors failing to comply with this requirement will be subject to disqualification.**

- 5.1 Vendor may consult with State representatives during any scheduled oral presentations and demonstrations excluding site visits, and
- 5.2 Vendor may consult with State representatives as designated by the State contact person identified in the LOC in response to State-initiated inquiries.

6. **Vendor response to LOC**

It is the responsibility of the Vendor to identify clearly all costs associated with any item or series of items in the LOC. The Vendor must include and complete all parts of the cost response in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost response may be grounds for rejection of the Vendor's response. Costs that are not clearly identified will be borne by the Vendor. The Vendor should supply supporting details as described in the LOC. The Vendor is reminded that, as stated in Section VIII: "All products must be delivered **FOB destination** to any location within the geographic boundaries of the State with **all transportation charges prepaid and included in the proposal price.** Destination is the point of use."

**LOC INFORMATION FORM FOR PRODUCTS OR SERVICES**

Please submit the **ITS** requested quote and/or proposal addition/update to your general proposal #3608 using the following table format. **Do not submit a separate quote and proposal addition. The form has been combined to include both your quote and your proposal addition and/or update.**

Fax your completed table back to 601-354-6016 addressed to the Technology Consultant listed on the fax cover sheet. If the necessary information is not included, the proposal addition/update will not be processed.

Your table should look exactly like the example below:

**ITS Technology Consultant Name:** Technology Consultant who contacted you **RFP#** 3608

**Company Name:** XYZ Company **Date:** June 2, 2010

**Contact Name:** Your Name **Phone Number:** 601-555-3737

Vendor Name = Joe's Cabling  
 Customer Name = Hinds Community College

**LABOR:**

DESCRIPTION	RATE	NUMBER OF HOURS	EXTENDED TOTAL
Hourly Rate for Installation	\$50	40	\$2,000.00
Hourly Rate for RCDD	\$80	8	\$640.00
Hourly Rate for Travel Time	\$40	6	\$240.00
		<b>LABOR TOTAL</b>	\$2880.00

**MATERIALS:**

PART NUMBER	MANUFACTURER	DESCRIPTION	QUANTITY	UNIT PRICE (For quote only)	EXTENDED TOTAL
10057903*	Berk-Tek	Category 6 cable	6000 ft	\$0.20	\$1200.00
JX-03	NORDX/cdt	UTP Outlet	20 ea	\$5.00	\$100.00
LD3EI6-A*	Panduit	1 Inch Surface Raceway	100 ft	\$1.98	\$198.00

				<b>MATERIALS TOTAL</b>	\$1498.00
				<b>PROJECT TOTAL</b>	\$4,378.00

Warranty:

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

\*\*If Vendor travel is necessary to meet the requirements of the LOC, the Vendor should propose fully loaded costs including travel.

## **SECTION XII REFERENCES**

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

### **1. References**

- 1.1 The Vendor must provide at least five (5) references consisting of Vendor accounts that the State may contact. Required information includes name, address, telephone number, and length of time the account has been a reference. Forms for providing reference information are included on the next page. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or vendor intercession. Failure to provide this information in the manner described may subject the Vendor's proposal to being rated unfavorably relative to these criteria or disqualified altogether at the State's sole discretion.
- 1.2 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
  - 1.2.1 The reference installation must be similar in function and size to the agency/institution for which this RFP is issued;
  - 1.2.2 The reference installation product/service must be configured similarly or identically to this RFP; and
  - 1.2.3 The reference installation must have been operational for at least **twelve** (12) months.
- 1.3 **ITS** prefers that at least one reference be for work performed within the State of Mississippi.

### **2. Subcontractors**

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three (3) references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section. The Vendor must note that the same requirements found in the References section apply to subcontractors.

## REFERENCE FORM

### Complete five (5) Reference Forms.

Contact Name:  
Company Name:  
Address:  
Phone #:  
E-Mail:

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

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## SUBCONTRACTOR REFERENCE FORM

**Complete a separate form for each subcontractor proposed.**

Contact Name:  
Company name:  
Address:  
Phone #:  
E-Mail:

Scope of services/products to be provided by subcontractor:

**Complete three (3) Reference Forms for each Subcontractor.**

Contact Name:  
Company name:  
Address:  
Phone #:  
E-Mail:

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

**SECTION XIII  
 MARKETING REPORT**

1. Vendors whose products are awarded under the Cabling EPL MUST maintain a record of sales reported on an annual basis to **ITS**. Marketing Reports are due fifteen (15) days after the RFP expires. Should this EPL be extended for an additional period of time, a record of Cabling EPL sales must also be reported for the extension period.
2. The following table shows an example of an acceptable marketing report.

<b>Date</b>	<b>Client</b>	<b>Purchase Order Summary</b>	<b>Total</b>
01/05/2010	Public Safety	55 Duplex Drops	8,250.00
01/15/2010	Aberdeen School District	300 Duplex, 50 Simplex Drops	61,250.00
01/23/2010	Jones Junior College	200 Duplex Drops	25,000.00
		<b>Total</b>	<b>94,500.00</b>

3. No Sales. If there were no sales during a reporting period, the Vendor must submit a Marketing Report showing no sales.
4. Failure to provide this sales information will be cause to be terminated from the EPL and to be disqualified from evaluation in future EPL cycles.
5. **ITS** reserves the right to request more detailed sales information on an individual basis.
6. **ITS** may compile the individual reports into a Summary Marketing Report. The Summary Marketing report will not show individual client names, only total sales from each Vendor. The Summary Marketing Report will become the property of **ITS** with the right to publish, reproduce or distribute without notification. Vendor's submission of a response to this RFP will constitute acceptance of this policy. Vendors may request a copy of this report under the **ITS** Open Records Procedure.
7. Any requests other than the Summary Marketing Report for copies of an individual Vendor's marketing report or any other information that is part of the Vendor's proposal will fall under **ITS** Open Records Procedure as defined in the **ITS** Procurement Handbook.
8. Marketing Reports for sales under EPL RFP 3571 from December 2008-November 2009 as well as for future sales under EPL RFP 3608 must be submitted in the report format defined and described above. For EPL 3571 Vendors, their marketing report is due with their submission to RFP 3608.

9. **ITS** staff places a high value on this historical information. We acknowledge the effort entailed in compiling this information and offer our appreciation in advance.

**EXHIBIT A**  
**MASTER CABLING AGREEMENT**

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor(s) to execute this contract with **ITS**. Due to the need for uniformity among EPL Vendors, all awarded Vendors must be willing to execute the Master Cabling Agreement with no exceptions. The inclusion of this contract does not preclude **ITS** from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) on a project-by-project basis specific to the projects covered by this RFP.

**PROJECT NUMBER 38326  
MASTER CABLING AGREEMENT  
BETWEEN  
INSERT VENDOR NAME  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI**

This Master Cabling Agreement (hereinafter referred to as “Master Agreement”) is entered into by and between **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** having its principal place of business at **INSERT VENDOR STREET ADDRESS** (hereinafter referred to as “Contractor”), and Mississippi Department of Information Technology Services having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as “ITS”), as contracting agent for the agencies and institutions of the State of Mississippi (hereinafter referred to as “Customer”). ITS and Customer are sometimes collectively referred to herein as “State”.

**WHEREAS**, the State, pursuant to Request for Proposals (“RFP”) Number 3608, requested proposals for the acquisition of a Master Cabling Agreement containing the terms and conditions which will govern any orders placed by the Customer with the Contractor during the term of this Master Agreement for inside and/or outside communications cabling projects;

**WHEREAS**, the Contractor was a successful respondent in an open, fair and competitive procurement process; and

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

**ARTICLE 1 TERM OF AGREEMENT**

Unless terminated as prescribed elsewhere herein, this Master Agreement will become effective on the date it is signed by all parties (the “Effective Date”) and will continue in for two (2) years, or until all warranties provided by Contractor to Customer have expired, whichever occurs last. At the end of the initial term, the Master Agreement may, upon the written agreement of the parties, be renewed for additional one (1) year terms. Sixty (60) days prior to the expiration of the initial or any renewal term of this Master Agreement, Contractor shall notify ITS in writing of the impending expiration and thereafter ITS shall notify Contractor of its intent to either renew or cancel the Master Agreement.

**ARTICLE 2 MODIFICATION OR RENEGOTIATION**

This Master 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 Master Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Master Agreement necessary.

### **ARTICLE 3 INCLUDED PARTIES**

Contractor will accept orders from and furnish the cabling equipment and services under this Master Agreement to any governmental agency, institution, or governing authority within Mississippi, at prices not to exceed those specified in Contractor's proposal in response to RFP No. 3608.

### **ARTICLE 4 ADDITIONAL TERMS AND CONDITIONS**

All provisions in this Master Agreement are in addition to the requirements of RFP No. 3608, the underlying Letter of Configuration ("LOC"), if any, and Contractor's Proposals in response thereto, which are all incorporated into and made a part of this Master Agreement.

### **ARTICLE 5 ORDERS**

**5.1** The State does not guarantee that it will procure any cabling products or services under this Master Agreement.

**5.2** When a Customer decides to procure any cabling products and/or services from Contractor, the Customer shall execute a supplement/purchase order to be signed by Contractor and ITS for Customers using the General Request for Proposal Process and a supplement/purchase order to be signed by Contractor and an authorized representative of the Customer for Customers using the Express Products List ("EPL") Process. The supplement/purchase order shall set forth the cabling equipment/products and services to be procured; the prices for same; any warranty period, the specific details of the transaction, and any additional terms and conditions agreed to by the parties. All supplements/purchase orders shall be governed by, and incorporate by reference, the terms and conditions of this Master Agreement. Excluding better pricing and/or discounts which may be specified in a supplement/purchase order, in the event of a conflict between the other terms and conditions in the supplement/purchase order and this Master Agreement, the terms and conditions of this Master Agreement shall prevail. The parties agree that the Customer has the right to adjust the quantities of purchases based upon the availability of funding or as determined necessary by the Customer.

**5.3** Contractor guarantees pricing for the equipment and services for the life of this Master Agreement. In the event there is a national price decrease of the equipment proposed during that time, Contractor agrees to extend the new, lower pricing to Customer.

**5.4** This Master Agreement is not a "state contract" and should not be construed by any party to operate in any manner except as an awarded contract for Customers using the General Request for Proposal Process or the EPL Process as defined under RFP No. 3608. This Master Agreement may not be referenced by Contractor as a vehicle to market products or issue quotations in lieu of the procurement process. Further, nothing in this Master Agreement should be taken to infer or to express that this Master Agreement may be substituted or used in lieu of a formal procurement process.

## **ARTICLE 6 METHOD OF PAYMENT**

**6.1** Once the cabling system has been successfully installed by the Contractor and accepted by Customer as prescribed in Article 7 herein, Contractor shall submit an invoice for the cost and shall certify that the billing is true and correct. Contractor shall submit invoices and supporting documentation to Customer electronically during the term of this Agreement using the processes and procedures identified by the State. Customer agrees to pay Contractor in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies”, Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency. Payments by state agencies using the Statewide Automated Accounting System (“SAAS”) shall be made and remittance information provided electronically as directed by the State. These payments by SAAS agencies shall be deposited into the bank account of the Contractor’s choice. Contractor understands and agrees that Customer is exempt from the payment of taxes. No payment, including final payment, shall be construed as acceptance of defective equipment or incomplete work and Contractor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in Article 36 herein.

**6.2** Acceptance by the Contractor of the last payment from the Customer under a supplement/purchase order 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 any work under a supplement/purchase order.

## **ARTICLE 7 DELIVERY, RISK OF LOSS, INSTALLATION, AND ACCEPTANCE**

**7.1** Contractor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule set forth by Customer.

**7.2** Contractor shall assume and shall bear the entire risk of loss and damage to the equipment from any cause whatsoever while in transit and at all times throughout its possession thereof.

**7.3** Contractor shall complete installation of the cabling equipment pursuant to the requirements of the LOC, if any, referred to in the supplement/purchase order, or as may otherwise be agreed to by the parties.

**7.4** Contractor shall be responsible for installing all cabling equipment and materials in accordance with all applicable city, state and federal construction standards and practices associated with the installation of communications cabling systems.

**7.5** Contractor warrants that all equipment shall be properly delivered, installed and integrated, if necessary, for acceptance testing within the scheduling deadlines set forth by Customer as the site is deemed ready for installation. Contractor shall provide Customer with an installation schedule identifying the date, time and location within the scheduling deadlines agreed to by the parties.

**7.6** Unless a different acceptance period is specified in the underlying LOC, if any, Customer shall accept the cabling system provided by Contractor after a thirty (30) day testing period utilizing testing criteria developed by the Contractor and the Customer. During the acceptance period, Customer shall have the opportunity to evaluate and test the cabling system to confirm that: (a) the quality of materials used are consistent with published specifications for such materials; (b) it performs without any defects; (c) it performs pursuant to the specifications set forth in the underlying LOC, if any, and (d) the system test results meet or exceed accepted industry standards. Customer shall notify Contractor in writing of its acceptance of the cabling system.

**7.7** In the event the system fails to perform as stated in Article 7.6 herein, Customer shall notify Contractor. Unless a different period of time is specified in the underlying LOC, if any, Contractor shall, within five (5) working days, correct the defects identified by Customer or replace the defective equipment. Customer reserves the right to return the equipment to Contractor at the Contractor's expense and to cancel the supplement/purchase order.

#### **ARTICLE 8 TITLE TO EQUIPMENT**

Title to the equipment provided under this Master Agreement shall pass to Customer upon its acceptance of the system.

#### **ARTICLE 9 SCOPE OF SERVICES**

**9.1** Contractor agrees to provide Customer with the cabling materials and services pursuant to the requirements set forth in the underlying LOC and Contractor's Proposal in response thereto if Customer is using the General RFP Process, or as may otherwise be agreed upon by the parties for Customers using the EPL Process.

**9.2** Contractor agrees to adhere to the installation, testing and acceptance specifications, requirements and standards as set forth in the underlying LOC if Customer is using the General RFP Process, or as may otherwise be agreed upon by the parties for Customers using the EPL Process.

**9.3** Contractor agrees that Customer reserves the right to increase or reduce the scope of the project without affecting the per unit pricing proposed.

**9.4** It is understood by the Contractor that its failure to propose all equipment/materials necessary for the project, will result in Contractor providing the additional items at Contractor's own expense.

**9.5** Contractor agrees to store all materials in a safe place as designated by Customer and to adhere to all safety and construction guidelines and/or O.S.H.A. safety requirements.

**9.6** Upon completion of the work, Contractor agrees to remove from the premises all construction equipment and debris resulting from the work and leave all parts of the premises affected by the work clean. Further, Contractor agrees that it will be responsible for any

structural damage to the buildings and grounds caused by its work operations for the duration of the warranty period of the system and that it will be responsible for replacing, restoring or bringing to at least original condition any damage to floors, ceilings, walls, furniture, grounds, pavements, sidewalks, and the like, caused by its personnel and operations, subject to the final approval of Customer. Contractor shall employ workers with the specific skills required to make needed repairs and shall use the identical type and quality of materials originally used to construct any property damaged by Contractor.

**9.7** It is understood and agreed that any loss of utility service; damage to existing buried utilities, or other damage caused by the Contractor's work operations shall be compensated by the Contractor.

**9.8** Contractor agrees that all work performed and materials installed under this Master Agreement which in ITS' opinion is not properly coordinated, causes interferences or deviates from installation standards without ITS' permission, shall be altered/corrected at the Contractor's expense.

**9.9** Contractor agrees to adhere to all of the specifications, requirements and standards as set forth in RFP No. 3608.

#### **ARTICLE 10 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 to install or repair equipment shall be covered by Contractor's comprehensive general liability insurance policy.

#### **ARTICLE 11 PAYMENT BOND AND PERFORMANCE BOND**

**11.1** As a condition precedent to the formation of the agreement between Contractor and Customer, the Contractor shall provide a payment bond as herein described. To secure the prompt payment of all persons supplying labor or materials used in the performance of work under any underlying LOC, or Cabling EPL purchase, the Contractor shall procure, submit to the State with the executed supplement/purchase order, and maintain in effect at all times during the course of its work under the underlying LOC, or Cabling EPL purchase, a payment bond in the total amount of the contract amount. The bond shall be made by a surety company which is authorized to do business in the State of Mississippi and listed on the United States Treasury Department's list of acceptable sureties. The bond shall be accompanied by a duly authenticated or certified document identifying the name and address of the person or entity holding the payment bond, and identifying a contact person to be notified in the event action against the bond is necessary. The term of the payment bond shall be concurrent with the term of the supplement/purchase order and shall not be released to Contractor until all services required under same have been completed and accepted by Customer, and all persons supplying labor or materials in the performance of work under the supplement/purchase order have been paid in full

by the Contractor. The payment bond shall be procured at Contractor's expense and be payable to the State of Mississippi. Prior to approval of the payment bond, the State reserves the right to review the bond and require Contractor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by Contractor. The bond must specifically refer to the underlying LOC or Cabling EPL purchase, and supplement/purchase order and shall bind the surety to all of the terms and conditions of same and of this Master Agreement.

**11.2** As a condition precedent to the formation of the agreement between Contractor and Customer, the Contractor shall provide a performance bond as herein described. To secure the Contractor's performance under any underlying LOC, or Cabling EPL purchase, the Contractor shall procure, submit to the State with the executed supplement/purchase order, and maintain in effect at all times during the course of its work under the underlying LOC, or Cabling EPL purchase, a performance bond in the total amount of the executed supplement/purchase order. The bond shall be made by a surety company which is authorized to do business in the State of Mississippi and listed on the United States Treasury Department's list of acceptable sureties. The bond shall be accompanied by a duly authenticated or certified document identifying the name and address of the person or entity holding the performance bond, and identifying a contact person to be notified in the event action against the bond is necessary. The term of the performance bond shall be concurrent with the term of the supplement/purchase order and shall not be released to Contractor until all services required under same have been completed and accepted by Customer. The performance bond shall be procured at Contractor's expense and be payable to the Customer. Prior to approval of the performance bond, the State reserves the right to review the bond and require Contractor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by Contractor. The bond must specifically refer to the underlying LOC or Cabling EPL purchase, and supplement/purchase order and shall bind the surety to all of the terms and conditions of same and of this Master Agreement. If the supplement/purchase order is terminated due to Contractor's failure to comply with the terms thereof, Customer may claim against the performance bond.

## **ARTICLE 12 WARRANTIES**

**12.1** Contractor represents and warrants that it has the right to sell the equipment/products provided under this Master Agreement.

**12.2** Contractor represents and warrants that Customer shall acquire good and clear title to the equipment/products provided hereunder, free and clear of all liens and encumbrances.

**12.3** Contractor represents and warrants that each unit of equipment delivered shall be delivered new and not as a "used, substituted, rebuilt, refurbished or reinstalled" equipment.

**12.4** Contractor represents and warrants that it has and will obtain and pass through to Customer any and all warranties obtained or available from the manufacturer of the equipment/products supplied to Contractor.

**12.5** Contractor represents and warrants that all equipment/products provided pursuant to this Master Agreement shall, for a period of twelve (12) months unless a longer warranty period is specified in the supplement/purchase order or in the Contractor's Proposal in response to the underlying LOC, if any, be free from defects in material, manufacture, design and workmanship. Contractor's obligation pursuant to this warranty shall include, but not be limited to, providing on-site warranty service including materials and labor to correct any defect or non-conformity in the cabling system. In the event Contractor cannot repair or replace an item of equipment during the warranty period, Contractor shall refund the purchase price of the defective or non-conforming product, and Customer shall have the right to terminate the supplement/purchase order and this Master Agreement in whole or in part, solely as between those two parties. Customer's rights hereunder are in addition to any other rights Customer may have.

**12.6** Contractor represents and warrants that all equipment/products and services provided by Contractor shall meet or exceed the minimum specifications set forth in RFP No. 3608 and the underlying LOC, if any, and Contractor's Proposal in response thereto, which are referenced in the supplement/purchase order.

**12.7** Unless a longer warranty period is specified in the supplement/purchase order, the underlying LOC, if any, or in the Contractor's Proposal in response to the underlying LOC, Contractor represents and warrants, for a period of twelve (12) months after acceptance by Customer of the installed system, that all work hereunder has been performed in a good and workmanlike manner and consistent with generally accepted industry standards. For any breach of this warranty, Contractor shall 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.

**12.8** Contractor represents and warrants that the cabling system is fit for the particular purpose set forth in the underlying LOC if any.

**12.9** 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.

**12.10** Contractor represents and warrants that no official or employee of Customer or 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.

**12.11** 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 13 INFRINGEMENT INDEMNIFICATION**

Contractor represents and warrants that neither the equipment/products, replacement parts, their elements nor the use thereof violates or infringes on any copyright, patent, trade secret or other proprietary right of any person or entity. Customer shall notify Contractor promptly of any infringement claim of which it has knowledge, and shall cooperate with Contractor in the defense of such claim by supplying information, all at Contractor's expense. Contractor, at its own expense, shall defend or settle any and all infringement actions filed against Contractor or Customer which involve the items provided under this Master Agreement and shall pay all costs, attorney fees, damages and judgment finally awarded against Customer. If, in any such suit arising from such claim, the continued use of the items for the purpose intended is enjoined or threatened to be enjoined by any court of competent jurisdiction, Contractor shall, at its expense: (a) first procure for Customer the right to continue using such items, or upon failing to procure such right, (b) replace or modify them with non-infringing items, or upon failing to secure either such right, (c) refund to Customer the purchase price previously paid by Customer for the

materials Customer may no longer use. Said refund shall be paid within ten (10) working days of notice to Customer to discontinue said use.

#### **ARTICLE 14 EMPLOYMENT STATUS**

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

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

**14.3** 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. Customer may, however, direct Contractor to replace any of its employees under this Agreement. If Contractor is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Contractor will not charge Customer for those hours.

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

#### **ARTICLE 15 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS**

**15.1** 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 the project. The Customer is only required to negotiate with Contractor, as Contractor's commitments are binding on all proposed contractors, third parties, and subcontractors.

**15.2** Neither party may assign or otherwise transfer the supplement/purchase order and/or this Master 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. The supplement/purchase order and this Master Agreement shall be binding upon the parties' respective successors and assigns.

**15.3** Contractor must obtain the written approval of Customer before subcontracting any portion of the supplement/purchase order and this Master Agreement. No such approval by Customer of any subcontract shall be deemed in any way to provide for the incurrence of any

obligation of Customer in addition to the total fixed price agreed upon in the supplement/purchase order. All subcontracts shall incorporate the terms of the supplement/purchase order and this Master Agreement and shall be subject to the terms and conditions of same and to any conditions of approval that Customer may deem necessary.

**15.4** 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.

**15.5** 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 16 AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of Customer to proceed under this Master Agreement and the supplement/purchase order 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 Master Agreement. If the funds anticipated for the fulfillment of this Master Agreement and the supplement/purchase order 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 Master Agreement, Customer shall have the right to immediately terminate the supplement/purchase order and this Master Agreement as to itself only, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under the supplement/purchase order and this Master Agreement. Any payment due Contractor for services rendered by Contractor prior to termination and received by Customer shall be paid.

#### **ARTICLE 17 TERMINATION**

**17.1** If either party fails to comply with the terms and conditions of the supplement/purchase order or this Master Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate the supplement/purchase order and this Master Agreement in whole or in part solely as between those two parties and without the assessment of any penalties. The non-defaulting party may also pursue any remedy available to it in law or in equity.

**17.2** An individual governmental agency or institution may terminate the supplement/purchase order and this Master Agreement as to itself only, in whole or in part, for any reason without the assessment of any penalties after giving thirty (30) days written notice specifying the effective date thereof to Contractor.

**17.3** The supplement/purchase order may be terminated in whole or in part without the assessment of any penalties upon the mutual written agreement of the Contractor and the Customer.

**17.4** ITS may, without the assessment of any penalties, terminate the Master Agreement for any reason after giving thirty (30) days written notice specifying the effective date thereof to Contractor, but any supplement/purchase order entered into prior to the termination date of the Master Agreement shall survive the termination of the Master Agreement.

#### **ARTICLE 18 GOVERNING LAW**

This Master Agreement and each supplement/purchase order 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 submits to the jurisdiction of the appropriate state or federal court in Mississippi. Contractor expressly agrees that under no circumstances shall Customer or ITS be obligated to pay an attorneys fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Master Agreement shall affect any statutory rights Customer may have that cannot be waived or limited by contract.

#### **ARTICLE 19 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 Master 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 20 SEVERABILITY**

If any term or provision of this Master 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 Master 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 21 CAPTIONS**

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

#### **ARTICLE 22 HOLD HARMLESS**

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate Customer, 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 the supplement/purchase order and this Master Agreement.

#### **ARTICLE 23 THIRD PARTY ACTION NOTIFICATION**

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

#### **ARTICLE 24 AUTHORITY TO CONTRACT**

Contractor warrants that it is a validly organized business with valid authority to enter into this Master Agreement; that entry into and performance under this Master 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 Master 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 Master Agreement.

#### **ARTICLE 25 NOTICE**

Any notice required or permitted to be given under this Master Agreement shall be in writing and personally delivered or sent by facsimile 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's address for notice is: Mr. David L. Litchliter, Executive Director, Mississippi Department of Information Technology Services, 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201. The Contractor's address for notice is: **INSERT NAME, TITLE, & ADDRESS OF VENDOR PERSON FOR NOTICE.** Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

#### **ARTICLE 26 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 Master Agreement and the supplement/purchase order. The Customer, 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 Master Agreement and to any of the Contractor's proposals, books, documents, papers and/or records that are pertinent to this Master 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 Master Agreement and the supplement/purchase order shall be retained by the Contractor for three (3) years from the date of receipt of final payment under this Master Agreement and the supplement/purchase order. 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 27 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. Specifically, in keeping with Section 31-5-51 (7) of the 1972 Mississippi Code Annotated, as amended, Contractor shall, at its expense, procure and maintain general liability insurance coverage in an amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage. Contractor shall furnish Customer with a certificate of conformity providing the aforesaid coverage.

#### **ARTICLE 28 DISPUTES**

**28.1** Should disputes arise with respect to the supplement/purchase order and/or this Master Agreement, Contractor and Customer agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. Contractor agrees that, the existence of a dispute

notwithstanding, it will continue without delay to carry out all of its responsibilities under the supplement/purchase order and/or this Master Agreement. Should Contractor fail to continue without delay to perform its responsibilities under the supplement/purchase order and/or this Master Agreement in the accomplishment of all work, any additional costs incurred by Contractor or Customer as a result of such failure to proceed shall be borne by Contractor and Contractor shall make no claim against Customer for such costs.

**28.2** If Contractor and Customer cannot resolve a dispute within ten (10) calendar days following written notification by either party of the existence of said dispute, then the following procedure shall apply:

- A.** The parties agree to resolve such matters through submission of their dispute to the Executive Director of ITS, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the parties within ten (10) calendar days after presentation of such dispute for his/her decision.
- B.** Customer may withhold payments on disputed items pending resolution of the dispute. The withholding of such payments shall not constitute cause for termination or suspension of the supplement/purchase order and/or this Master Agreement by Contractor.
- C.** Disagreement with the Executive Director's decision by either party shall not constitute a breach under the terms of this Master Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

#### **ARTICLE 29 COMPLIANCE WITH LAWS**

Contractor shall comply with, and all activities under the supplement/purchase order and this Master 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 the supplement/purchase order and this Master Agreement because of race, creed, color, sex, age, national origin or disability.

#### **ARTICLE 30 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

All data 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 work performed under a supplement/purchase order, whether completed or in progress, shall be the property of Customer upon completion of the supplement/purchase order or upon termination of the supplement/purchase order and/or this Master Agreement. Customer 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 Master Agreement. Contractor is prohibited from use of the above described information and/or materials without the express written approval of Customer. Contractor shall deliver such documents to Customer upon termination or completion of the supplement/purchase order.

### **ARTICLE 31 CONFLICT OF INTEREST**

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

### **ARTICLE 32 SOVEREIGN IMMUNITY**

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

### **ARTICLE 33 CONFIDENTIAL INFORMATION**

**33.1** Contractor shall treat all Customer data and information to which it has access by its performance under this Master Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of the supplement/purchase order and this Master 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 the supplement/purchase order and this Master Agreement on behalf of, or under the rights of the Contractor following any termination or completion of the supplement/purchase order and this Master Agreement.

**33.2** With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Master Agreement 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.

### **ARTICLE 34 EFFECT OF SIGNATURE**

Each person signing the supplement/purchase order or this Master Agreement represents that he or she has read the supplement/purchase order and this Master Agreement in its entirety, understands its terms, is duly authorized to execute the supplement/purchase order or this Master Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, the supplement/purchase order and this Master 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 35 SURVIVAL**

Articles 8, 12, 13, 18, 22, 26, 30, 32, 33, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of the

supplement/purchase order or this Master Agreement.

### **ARTICLE 36 ENTIRE AGREEMENT**

**36.1** This Master Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. RFP No. 3608, the underlying LOC, if any, Contractor's Proposals in response to RFP No. 3608, the LOC, if any, or the Cabling EPL purchase, and the supplement/purchase order are hereby incorporated into and made a part of this Master Agreement as far as the individual governmental agency/institution is concerned.

**36.2** The Master Agreement made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A.** This Master Agreement signed by both parties, and all attachments;
- B.** The Supplement/Purchase Order signed by both parties;
- C.** The underlying LOC, if any, referenced in the supplement/purchase order;
- D.** The published EPL;
- E.** RFP No. 3608;
- F.** Contractor's Proposal, as accepted by Customer, in response to the underlying LOC, if any, or the Cabling EPL purchase;
- G.** Contractor's Proposal, as accepted by Customer, in response to the Cabling EPL purchase, and
- H.** Contractor's Proposal, as accepted by ITS, in response to RFP No. 3608.

**36.3** 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 Master Agreement") and the lowest document is listed last ("H. Contractor's Proposal").

### **ARTICLE 37 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 Master 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 Master Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

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

**State of Mississippi, Department of  
Information Technology Services, on  
behalf of the Agencies and Institutions  
of the State of Mississippi**

**INSERT NAME OF VENDOR**

By: \_\_\_\_\_  
**Authorized Signature**

By: \_\_\_\_\_  
**Authorized Signature**

**Printed Name: David L. Litchliter**

**Printed Name:** \_\_\_\_\_

**Title: Executive Director**

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT B**  
**LIST OF CAPITOL COMPLEX BUILDINGS WITH ZERO CABLING DELEGATION**

The ITS Telecom Services Division has the responsibility for ALL cabling projects, even single drops, for buildings in the capitol complex. There is zero delegation for Agencies with offices in these buildings to use the Cabling EPL or work with any Vendor directly on cabling projects. The list of these buildings may change during the term of this RFP. Vendors may obtain an updated list of these buildings by contacting Gary Turner, [gary.turner@its.ms.gov](mailto:gary.turner@its.ms.gov) or Jeff Jennings, [jeff.jennings@its.ms.gov](mailto:jeff.jennings@its.ms.gov).

<b>BLDG NAME</b>	<b>ADDRESS</b>
ROBERT E LEE	239 N. LAMAR STREET
SILLERS BUILDING	550 HIGH STREET
DEPT OF TRANSPORTATION	401 N. WEST STREET
DEPT OF HUMAN SERVICES	750 N. STATE STREET
EDUCATION - CHS	359 N. WEST STREET
AGRICULTURE & COMMERCE	121 N. JEFFERSON STREET
DOT LAB	2567 NORTH WEST STREET
HEALTH DEPT (UNDERWOOD)	2423 N. STATE STREET
WOOLFOLK BUILDING	501 N. WEST STREET
EDUCATION & RESEARCH (UNIV CTR)	3825 RIDGEWOOD ROAD
VETERANS HOME PURCHASE BOARD	3466 HWY 80 WEST
ARCHIVES AND HISTORY	200 NORTH STREET
SOS- CHEMFIRST	700 NORTH STREET
DFA	666 NORTH STREET
GAMING	620 NORTH STREET
DEQ AMITE STREET	515 E. AMITE STREET
DEQ STATE STREET	700 STATE STREET
DEPT OF PUBLIC SAFETY (MHP)	1900 EAST WOODROW WILSON
DOT SHOP - BLDG H	2567 N. WEST STREET
DOT LAB ANNEX	412 WOODROW WILSON
DOT SHOP - BLDG A	2567 N. WEST STREET
DOT SHOP - BLDG B	2567 N. WEST STREET
DOT SHOP - BLDG C	2567 N. WEST STREET
DOT SHOP - BLDG D	2567 N. WEST STREET
DOT SHOP - BLDG E	2567 N. WEST STREET
DOT SHOP - BLDG F	2567 N. WEST STREET
GOVERNOR'S MANSION	300 E. CAPITOL STREET
NEW CAPITOL	400 MISSISSIPPI STREET
PERS BUILDING	429 MISSISSIPPI STREET
HEALTH DEPT (UNDERWOOD ANNEX)	2423 N. STATE STREET
HEALTH DEPT (OSBORNE BUILDING)	2423 N. STATE STREET
EDUCATION & RESEARCH (ETV)	3825 RIDGEWOOD ROAD
EDUCATION & RESEARCH (UNIV CTR)	3825 RIDGEWOOD ROAD
EDUCATION & RESEARCH (TOWER)	3825 RIDGEWOOD ROAD
WILDLIFE, FISHERIES AND PARKS	1505 EASTOVER DRIVE
LIBRARY COMMISSION	3881 EASTWOOD DRIVE

<b>BLDG NAME</b>	<b>ADDRESS</b>
ROBERT G CLARK BUILDING	301 N. LAMAR STREET
BAREFIELD BUILDING	455 N. LAMAR STREET
HEBER LADNER BUILDING	401 MISSISSIPPI STREET
PROFESSIONAL BUILDING	222 N. PRESIDENT STREET
PERS ANNEX	301 N. PRESIDENT STREET
DICKSON BUILDING	510 GEORGE STREET
DEPT OF CORRECTIONS	723 N. PRESIDENT STREET
GARTIN BUILDING	450 HIGH STREET
JUSTICE COURT BUILDING	450 HIGH STREET
CAPERS BUILDING (ARCHIVES & HISTORY)	100 SOUTH STATE STREET
OLD CAPITOL (ARCHIVES & HISTORY)	100 SOUTH STATE STREET
DEPOT (ACHIVES & HISTORY)	100 SOUTH STATE STREET
RECORDS MANAGEMENT (ARCHIVES)	929 HIGH STREET
TAX COMMISSION	1577 RIDGEWOOD DRIVE
EVIRONMENTAL QUALITY (PEARL)	1542 OLD WHITFIELD ROAD
ETHICS COMMISSION (BURROUGHS)	146 E. AMITE STREET
WOOLFOLK CMP	501 N. WEST STREET
DPS-TOWER	1900 WOODROW WILSON
DPS-DRIVER SERVICES	1900 WOODROW WILSON
DPS-SHOP	1900 WOODROW WILSON
DPS-OLD SHOP	1900 WOODROW WILSON
DPS-CRIME LAB	1900 WOODROW WILSON

**EXHIBIT C**  
**BEST PRACTICES CHECKLIST:**  
**Guide for Requesting Cabling Quotes and Scoring**

<b>BEST PRACTICES CHECKLIST: Guide for Requesting Cabling Quotes and Scoring</b>		
		Check <input checked="" type="checkbox"/>
<b>Statement of Work (SOW)</b>		
	Customer issues a clearly written statement of work to Vendors in pool	
	This Guide provides examples and forms but the quotation format may be flexible based upon customer needs	
	Attached is sample format for Vendors to use in returning quotes: "Cabling EPL 3608 Quotation Form"	
<b>Define Customer Requirements in SOW</b>		
<b>Contact Information</b>		
	Agency or School District Name, mailing and physical address, office phone	
	Contact Person, email, telephone number	
	Location of project: name buildings, location, directions	
	Best time for return calls and site visit	
<b>Timelines</b>		
	Due date and time for quotations	
	Expected time for project start and completion	
	Available hours for building access	
	Phone numbers for after-hours access if awarded	
	Indicate if project is requesting E-Rate funding and expected timeline for E-Rate approval	
<b>Technical Requirements for Inside Plant</b>		
	Decide if there will be a mandatory walk-through or optional site visits	
	Furnish diagram of area and floor plans with mark ups either at walk-through or with SOW	
	Describe building construction	
	Brick, metal, etc	
	ceiling access (sheetrock, drop ceiling, high ceiling, etc	
	type of walls (sheetrock, wood paneling, insulated, etc.)	
	Level of service for cabling: ex 100 Mbt, 1000 Mbt, Cat5e, Cat 6, Cat 6a, 10 Gig fiber	
	Will cabling be installed for voice, data or both	
	Describe current cabling	
	Describe any requirements to re-terminate, re-pull,	

	test, label, remove or upgrade existing drops	
	Describe new drops	
	Include type cable, if single, dual, triple, quad, etc	
	Plenum or non-plenum	
	Faceplate requirements, color, etc.	
	Describe raceway or conduit requirements	
	Are there any existing conduits available or raceways	
	Will surface mounted raceways be necessary	
	Is there a preferred type of surface mounted raceway, EMT, Panduit, etc	
	Describe fiber runs	
	include if single or multi-mode, # of strands, size (50 or 62.5 micron), etc	
	type of fiber connectors: ST, SC, LC, etc	
	Innerduct requirements	
	Describe LIU requirements	
	Describe patch panel, patch cables, jumpers, mounting boxes, etc	
	include location	
	<b><i>Technical Requirements for Outside Plant</i></b>	
	Will trenching or boring be required?	
	Ensure all buried utilities will be clearly marked	
	Describe materials and connection locations	
	<b><i>Materials</i></b>	
	Describe Customer <b>preferred</b> connectivity materials and cable manufacturer, if any	
	Describe any <b>required</b> standards or practices for your buildings/campus (ex Mfg standard for cable, jacks, faceplates; standard for no exposed raceway; etc)	
	Describe Racks and mounting requirements: cabinets or enclosures or open racks	
<b>Requirements for sending and receiving the quotations</b>		
	<b><i>Determine method for sending the request for quotes to vendors: Recommended – Email</i></b>	
	Hint - ask Vendors to respond by email to indicate that they received your request for quote or notification of walk through	
	<b><i>Determine the method for vendors sending quotes to customer: recommend accept Email, FAX, mail, overnight, hand delivery</i></b>	
	<b><i>Determine minimum number of business days from time of notification of the site visit/bidder's conference to the actual event</i></b>	

	suggested minimum is 5 business days	
	<b><i>Give vendors a minimum number of business days after site visit/bidder's conference to submit their proposal</i></b>	
	suggested minimum 5-10 business days	
	<b><i>Provide all vendors with a compiled list of vendor questions and your answers prior to the proposal due date</i></b>	
	suggest Q & A sent to vendors minimum of 3 days before proposal due date	
<b>Walk-through Requirements/Site Visit/Bidder's Conference</b>		
	<b><i>Mandatory Bidder's conference or Walk-throughs are recommended</i></b>	
	Walk-throughs should be at the same time so all vendors see and hear the same thing	
	<b><i>Small projects may not need a walk-thru</i></b>	
	<b><i>If a site visit is not mandatory, customer must still allow access for optional site visit</i></b>	
<b>Scoring</b>		
	<b><i>ITS HAS REQUIRED THAT COST IS AT LEAST 51% OF THE SCORING</i></b>	
	Note: ITS uses 100% cost, plus up to 5 additional Value Add points, in determining the awarded vendor for the Cabling projects we manage.	
	Note: ITS has chosen the EPL Vendor pool based on their technical qualifications, references, and past experience.	
	<b><i>Other possible scoring factors</i></b>	
	Customer's past experience with vendor	
	Geographical location	
	Technical requirements including materials standards	
	Warranty	
	Value Added Services	
	Other factors determined by Customer	
	<b><i>Notice of Award - please do the vendors the courtesy of announcing the award to all who submitted quotes</i></b>	
<b>For cabling project sample documents managed by ITS, including Letter of Configuration, amendments, scoring methodology, and notification of award, see the ITS "LOC Website" - <a href="http://dsitspe01.its.ms.gov/its/loc.nsf/LOCPage2?OpenPage">http://dsitspe01.its.ms.gov/its/loc.nsf/LOCPage2?OpenPage</a> . Search by RFP number 3464. Two suggested projects are Covington County and Petal School Districts.</b>		