



RFP No: 3766

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until November 18, 2014 @ **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

MANDATORY VENDOR CONFERENCE: OCTOBER 17, 2014

NOTE: THIS RFP CONTAINS MANDATORY REQUIREMENTS TO WHICH NO EXCEPTION MAY BE TAKEN. SEE SECTION VIII, ITEM 2, FOR DETAILS.

The Vendor must submit proposals and direct inquiries to:

Tangela Harrion
Technology Consultant
Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8112
Tangela.Harrion@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. 3766
due November 18, 2014 @ 3:00 p.m.,
ATTENTION: Tangela Harrion

Craig P. Orgeron, Ph.D.
Executive Director, ITS

ITS RFP Response Checklist

- _____ 1) One clearly marked original response and five (5) identical 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* to include proof of General Liability Insurance (Section VI)
- _____ 5) Vendor point-by-point response to *Cabling RFP Process Specifications* (Section VIII)
- _____ 6) Certificate of Responsibility (refer to Section VIII)
- _____ 7) RCDD Certificate (refer to Section VIII)
- _____ 8) Vendor response to *Cost Information Submission* (Section IX)
- _____ 9) *References* (Section XII)
- _____ 10) Vendor Response to *Marketing/Sales Report*, if required (Section XIII)
- _____ 11) *Master Cabling Agreement* (Exhibit A), two copies of signature page with original signatures.
- _____ 12) Vendor has paid the RFP Vendor Registration fee per the directions in *Technical Specifications* (Section VIII)

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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 *Master Cabling Agreement* 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 _____

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

A Proposal Bond is not required for this procurement.

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. Any proposal received with insufficient postage 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.
9. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:
 - 9.1 The Vendor is required to submit one clearly marked original response and five (5) identical copies of the complete proposal, including all sections and exhibits, in three-ring binders.
 - 9.2 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.
- 9.3 Number each page of the proposal.
- 9.4 Respond to the sections and exhibits in the same order as this RFP.
- 9.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
- 9.6 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.)
- 9.7 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."
- 9.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 9.9 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*.
- 9.10 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.
- 9.11 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.
10. 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*.
11. **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.

12. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
13. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
 - 13.1 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.
 - 13.2 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.
 - 13.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
 - 13.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
 - 13.5 The Vendor must submit a statement outlining the circumstances for the clarification.
 - 13.6 The Vendor must submit one clearly marked original and five (5) copies of the clarification.
 - 13.7 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).
14. **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.

 - 14.1 The State's contact person for the selection process is: Tangela Harrion, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8112, Tangela.Harrion@its.ms.gov.

- 14.2 Vendor may consult with State representatives as designated by the State's contact person identified in 14.1 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/Procurement/Pages/RFPS_Awaiting.aspx

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. If you are 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 *Master Cabling Agreement* 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 *Master Cabling Agreement* 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 Mississippi State Government's Enterprise Resource Planning (ERP) solution ("MAGIC") 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.ms.gov.

13.2 For state agencies that make payments through MAGIC, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through MAGIC. 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. **Compliance with Enterprise Security Policy**

Any solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, e-mail, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

The Enterprise Security Policy is available to third parties on a need-to-know basis and requires the execution of a non-disclosure agreement prior to accessing the policy. The Vendor may request individual sections of the Enterprise Security Policy or request the entire document. Prior to the Vendor receiving the requested policy information, the Vendor must sign and submit the non-disclosure agreement found on the ITS website, <http://www.its.ms.gov>, as follows: hover over "Services" at the top of the screen; select "Information Security", on the right hand side of the page, click on the link "Policy & Plans". The form can be found at the "Enterprise Security Policy" link under the "Third Party" heading. The complete web address is shown below:

<http://www.its.ms.gov/Services/Pages/ENTERPRISE-SECURITY-POLICY.aspx>

Vendor must provide contact information (name, e-mail address, phone number) that can be used to coordinate the secure delivery of the requested information.

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/f4ad43bd44ad9d8c86256daa0063e1f0/bb780b5a8360c3138625765d004e4aff?OpenDocument> 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.

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 its RFP proposal.

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/f4ad43bd44ad9d8c86256daa0063e1f0/f227957c9c49a38a8625767900790c4e?OpenDocument> 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 3766.

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 *Master Cabling Agreement* 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** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.
7. Vendor may not take exceptions to the Exhibit A, *Master Cabling Agreement*. Refer to Section VII, Cabling RFP Overview, Item 6 for more details.

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. Mississippi's Accountability System for Government Information and Collaboration (MAGIC) Information for State of Mississippi Vendor File

- 1.1 **MAGIC Vendor Code:** Any Vendor who has not previously done business with the State and has not been assigned a MAGIC Vendor code should visit the following link to register:

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100

Additional Vendor information can be found at the following link:

[http://www.mmrs.state.ms.us/vendors/Supplier_\(Vendor\)_Self-Service.shtml](http://www.mmrs.state.ms.us/vendors/Supplier_(Vendor)_Self-Service.shtml)

Vendors who have previously done business with the State should furnish **ITS** with their MAGIC Vendor code.

MAGIC Vendor Code: _____

- 1.2 **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.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.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 e-mail at minority@mississippi.org.

Minority Vendor Self-Certification Form Included: _____
Minority Vendor Self-Certification Form Previously Submitted: _____
Not claiming Minority/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/Procurement/Pages/RFPS_Awaiting.aspx

ITS may post clarifications 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 - MANDATORY**

Vendor's proposal must be accompanied by proof of general liability insurance in the amount of 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.)

10. **MANDATORY** - Vendor must be registered with the Mississippi Secretary of State's Office and be in good standing. If using a company name as a "Doing Business As" (DBA), then Vendor must list the name of the corporation.

To register follow the link below:

<https://corp.sos.ms.gov/corp/portal/c/page/login/portal.aspx>

- 10.1 Vendor must state that they have registered with the Mississippi Secretary of State's Office.
- 10.2 Vendor must state their status listed on Mississippi Secretary of State's Office.

Section VII CABLING 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

- 2.1 Respond to the sections in the same order as the RFP, using the "ITS RFP Response Checklist" on Page 2 in this RFP.

3. General Request for Proposal Submission Requirements

This Section details requirements specific to General Requests for Proposals described in Section VIII Cabling RFP Process Specifications.

- 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 evaluated and approved to participate under this RFP through the Letter of Configuration (LOC) process as described in Section X in this RFP.
- 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**.
4. **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.
5. **Publications, Clarifications, Corrections**
- 5.1 **ITS** reserves the right to request clarifications from Vendors after the RFP opening date regarding Vendor's submissions.
- 5.2 **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**.
6. **Master Cabling Agreement**
This Section details contact requirements that apply to all awarded Vendors.
- 6.1 The words "agreement" and "contract" shall be used synonymously.
- 6.2 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.
- 6.3 Due to the need for uniformity among EPL Vendors, all awarded Vendors must be willing to execute the Master Cabling Agreement with no exceptions.
- 6.4 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.
- 6.5 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.

- 6.6 **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.
- 6.7 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.
- 6.8 A properly executed *Master Cabling Agreement* (Exhibits A) with no exceptions is a requirement of this RFP. It will become a part of any contract resulting from this proposal. **ITS** recommends that the customer and Vendor evaluate the need for additional contracts at the time of purchase.
- 6.9 The *Master Cabling Agreement* must be executed by all published Vendors that are selling directly (Sellers) in order to participate in this EPL.
- 6.10 The terms of the *Master Cabling Agreement* are non-negotiable. No edits or changes in the terms and conditions of this document will be made. Sellers unwilling to execute this agreement should not submit a response to this RFP.
- 6.11 Do not submit the entire agreement. Follow the directions below:
- 6.11.1 Make two photocopies of the signature page of the *EPL Purchase Agreement*.
 - 6.11.2 Fill in the company name in the appropriate blanks.
 - 6.11.3 Execute both copies with original signatures by the authorized officer of your company.
 - 6.11.4 Return both executed copies of the signature page in your RFP binder.
- 6.12 After the proposal opening, **ITS** will send each approved Seller a completed *Master Cabling Agreement* executed by **ITS**.
- 6.13 The purchase order from any individual customer will serve as a supplement to this agreement. Additional terms and conditions may be negotiated between the customer and Seller at the time of sale, as needed.

SECTION VIII CABLING RFP PROCESS 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. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.
- 1.3 “ACKNOWLEDGED” should be used when no vendor response or vendor compliance is required. “ACKNOWLEDGED” simply means the vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 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.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. Mandatory Provisions in Technical Requirements for this RFP

- 2.1 Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.
- 2.2 Mandatory requirements are those requirements labeled “Mandatory” which are located throughout the RFP document. The following requirements are mandatory: Section VI Items 9 and 10, Section VIII Items 8.1.1, 8.2.1, 8.4.1, 8.5.1, 8.5.11 through 8.5.1.3.

2.3 On-site attendance at the Vendor Conference on Friday, October 17, 2014 at 10:00 a.m. Central Time is mandatory for any Vendor who intends to submit an RFP response. The conference will be held at ITS located at 3771 Eastwood Drive, Jackson, Mississippi 39211. No exceptions will be granted to this requirement. Any proposal received from a Vendor who did not have an authorized representative at the Vendor Conference will be rejected.

3. 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.

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.

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 X and the **ITS** Cabling Express Products List (EPL) process described in Section XI. All Mississippi public entities will be authorized to use the Cabling EPL.

4. Procurement Project Schedule

Task	Date
First Advertisement Date for RFP	10/07/14
Second Advertisement Date for RFP	10/14/14
Onsite Mandatory Vendor Conference	10/17/14 @ 10:00 a.m. Central Time
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 10/23/14
Deadline for Questions Answered and Posted to ITS Web Site	11/06/14
Open Proposals	11/18/14 @ 3:00 p.m. Central Time
Begin Evaluation of Proposals	11/19/14
Notice of Award	12/18/14
Cabling EPL 3766 Publish Date	02/01/15
Cabling EPL 3608 Expires	01/31/15

5. Statement of Understanding

5.1 Vendors may request additional information or clarifications to this RFP using the following procedure:

- 5.1.1 Vendors must clearly identify the specified paragraph(s) in the RFP that is in question.
- 5.1.2 **Vendor must deliver a written document to Tangela Harrion at ITS by Wednesday, October 23, 2014 at 3:00 p.m. Central Time.** This document may be delivered by hand, mail, e-mail, or fax. Address information is given on page one of this RFP. The fax number is (601) 713-6380. **ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS.** It is solely the responsibility of the vendor that the clarification document reaches **ITS** on time. Vendors may contact Tangela Harrion to verify the receipt of their document. Documents received after the deadline will be rejected.
- 5.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the **ITS** web site by close of business on Thursday, November 6, 2014.
- 5.3 **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.
- 5.4 All materials installed on projects awarded using this RFP must be new.
- 5.5 The terms "Vendor" and "contractor" shall be used interchangeably.
- 5.6 The terms "construction," "work," and "project" shall be used interchangeably.
- 5.7 E-Rate Considerations
 - 5.7.1 **ITS** is not posting a 470 for RFP 3766. Therefore, customers need to ensure they are following state purchasing laws in addition to E-Rate requirements.
 - 5.7.2 The Cabling EPL may be used as a response to the customer's 470.
- 5.8 Primary Term
 - 5.8.1 Proposals received in response to this RFP will be used three (3) 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.
 - 5.8.2 New Vendors will not be accepted after the original proposal opening.
- 5.9 Spending Limits and Delegation by ITS

- 5.9.1 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 Robert Hungerford, Robert.Hungerford@its.ms.gov or Steven Walker, Steven.Walker@its.ms.gov.
- 5.9.1.1 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.
- 5.9.2 **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.
- 5.9.2.1 \$5,000.00 or less – agencies may use the **ITS** Cabling EPL by obtaining at least one quotation from a Cabling EPL Vendor.
- 5.9.2.1.1 For cabling projects \$5,000.00 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.
- 5.9.2.2 \$5,000.01 - \$50,000.00 – agencies must solicit two or more quotations using the **ITS** Cabling EPL Vendor Pool.
- 5.9.2.2.1 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.

5.9.2.3 \$50,000.01 - \$150,000.00 – agencies must solicit quotations from all Vendors in the Cabling EPL Vendor 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.

5.9.2.4 \$150,000.01 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.

5.9.3 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.

6. Selection of the Vendor Groups:

6.1 Selection of Vendors for General RFP Pool

6.1.1 There will be no sole winning Vendor in response to this RFP.

6.1.2 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.

6.1.3 **ITS** will determine the lowest and best group of Vendors from all proposals.

6.1.4 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.

6.1.5 **ITS** reserves the right to remove any Vendor from the approved group, subsequent to original acceptance, because of inaccurate pricing information or poor performance.

6.1.6 **ITS** will notify the Vendor in writing if approval is revoked.

6.1.7 Any such notification will be consistent with the "Termination" clause in the Vendor's Master Cabling Agreement.

6.1.8 **ITS** reserves the right to request a Performance Bond and Payment Bond with the Vendor's next proposal submission if a Vendor is pulled from the approved group.

6.2 Selection of Vendors for Cabling EPL

6.2.1 **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.

6.2.2 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.

6.2.3 **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 6.2.3 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.

6.2.4 For more details on the Cabling EPL refer to Section XI, Express Products List Information.

7. **RFP Vendor Registration Requirements and Instruction**

7.1 **ITS** is charging a fee for Vendors to participate in the EPL RFP process. This fee will cover the cost of validating and processing the Vendor's RFP response. **ITS** has partnered with Mississippi Interactive (MSI) to develop and maintain a registration application.

7.2 The Vendor will pay a proposal processing fee of \$150 plus associated eGovernment fees for the RFP response. The Vendor will have two payment options. Associated total charges are outline below:

7.2.1 \$155.60 for each credit card transaction (VISA, MasterCard, American Express, or Discover)

7.2.2 \$152.50 for each ACH/eCheck transaction

7.3 Provided below is an outline of the steps for the registration process:

- 7.3.1 Go to the EPL RFP Vendor Registration application located at:
http://www.ms.gov/its/epl_registration
- 7.3.2 The Vendor will be prompted to provide contact information.
- 7.3.3 Once all contact and ordering information has been provided, the Vendor will be directed to a “disclaimer” page. The following message will be displayed:

"In order to make payment and complete your registration, you will be redirected to the Mississippi Enterprise Payment System. You will be guided through the payment process and then be returned here to receive your payment confirmation and any additional requirements that may apply. By using this payment system, you attest that you are the account holder or have the written authority to use said account for the purpose of completing the financial obligations and that sufficient funds are available."

- 7.3.4 Next, the Vendor will be sent to MSI’s common checkout page (CCP). A Transaction Summary will be displayed and the Vendor will be prompted to select this method of payment (credit card/ACH) to complete the payment process.
- 7.3.5 The Vendor’s registration number will be listed on the “receipt” page. The number should look similar to the following: 3766-001.

Provide this registration number below in response to this item:

Vendor Registration Number #3766-_____

- 7.3.6 If the system “times-out”, you will need to clear your cache before trying again.

- 7.4 The Vendor’s proposal will not be processed unless the Vendor has completed this process and provided a registration number.

8. Vendor Qualifications

8.1 Financials

- 8.1.1 **Mandatory** - 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 will eliminate your proposal from further consideration. At a minimum, the report should include assets/liabilities and an income/revenue report.

- 8.1.2 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 \$150,000.000? Vendor must state YES or NO.
 - 8.1.2.1 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.

- 8.2 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**
 - 8.2.1 **MANDATORY** – Vendor's company must have been in business a minimum of five years in the communication cabling business.
 - 8.2.1.1 Vendor must state the number of years they have been doing in the communication cabling business.
 - 8.2.2 Vendor must provide background details on the company including business structure, ownership information and changes in control.
 - 8.2.3 Vendor must describe his sales staff and staffing for project management.
 - 8.2.4 Vendor must describe the following processes:
 - 8.2.4.1 Handling sales and quotations requests;
 - 8.2.4.2 Tracking the delivery of products;
 - 8.2.4.3 Installation; and
 - 8.2.4.4 Billing
 - 8.2.5 Vendor must state if he has a store front and/or service center(s) to serve Mississippi clients.
 - 8.2.5.1 Vendor must describe the location, to include the street address, approximate square footage, and etc.
 - 8.2.5.2 Vendor must list the offices that will be used to provide installation and on-site support.

- 8.2.5.3 Vendor must differentiate company facilities from any “virtual office” or home office.
- 8.2.6 Vendor must state the types of conditions subcontractor support would be used in lieu of in-house staff.
- 8.2.7 Vendor must 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.
- 8.2.8 Vendor must list any manufacturer certifications held by Vendor’s company as a whole. Vendor must submit a copy of the manufacturer certifications for your company. (Note: Certifications for individual technicians will be addressed in Item 8.6 of this Section.
- 8.2.9 Vendor must provide a description of heavy equipment owned by Vendor’s company. (Examples: boring rigs, trenchers, bucket trucks, and etc.)
- 8.2.10 Vendor must describe any “Value-Adds” that your company would provide if awarded under this RFP. Refer to Item 17.1.3 in this Section for the State’s definition of “Value-Add”.
- 8.2.11 Vendor must describe your company’s testing methodology for copper.
 - 8.2.11.1 Vendor must also include a description of the testing equipment used and state whether the Vendor owns the testing equipment.
- 8.2.12 Vendor must describe your company’s testing methodology for fiber cabling.
 - 8.2.12.1 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.
- 8.3 Vendor must have the ability to do both inside AND outside cabling projects.
 - 8.3.1 Vendor must describe in detail three or more inside cabling plant projects completed by your company within the last year.
 - 8.3.2 Vendor must describe in detail three or more outside cabling plant projects completed by your company with the last year.
 - 8.3.3 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].

8.4 Certificate of Responsibility

8.4.1 **MANDATORY** - 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.

8.4.2 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."

8.4.3 The following classifications of Certificates of Responsibility have been stipulated by the Mississippi Board of Contractors as acceptable for the work requested in RFP 3766. Only these Certificates of Responsibility are acceptable.

8.4.3.1 Cable Installation;

8.4.3.2 Cable Systems;

8.4.3.3 Communication Cabling;

8.4.3.4 Communication Systems;

8.4.3.5 Electrical Work

8.4.3.6 Fiber Optics; and/or

8.4.3.7 Telecommunications

8.4.4 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.

8.4.5 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, Mississippi 39232
Physical Address: 2679 Crane Ridge Drive, Suite C, Jackson, Mississippi 39216

8.5 Registered Communications Distribution Designer (RCDD)

8.5.1 **MANDATORY** – for the ITS EPL Cable Vendor Pool. Vendor is required to employ and maintain at least one RCDD on staff for the entire term of the RFP to participate in this pool.

8.5.1.1 Vendor must state the name of the proposed RCDD.

8.5.1.2 A copy of Vendor employee's RCDD certificate must be included in the Vendor's response to this request for proposal. Vendor must list each RCDD by name and attach a copy of their certificate.

8.5.1.3 It is not acceptable to satisfy the RCDD requirement through a subcontractor.

8.5.2 If the proposed RCDD leaves the Vendor, Vendor has 60 days to replace the RCDD and send copy of RCDD Certificate to Chris Nix, Chris.Nix@its.ms.gov. If RCDD is not replaced within 60 days, Vendor will be suspended until an RCDD has been hired and approved by ITS.

8.5.3 Vendor is responsible for submitting an updated RCDD certificate when the RCDD certificate expires.

8.6 Installation/Maintenance Personnel

8.6.1 Vendor must provide detailed information on each employed technician who will be servicing Mississippi clients. Vendors must complete and submit with their response an Attachment A - Installation/Maintenance Experience Per Proposed Individual Form, which has been included in this RFP.

8.6.2 The Vendor must also submit an Attachment A - Installation/Maintenance Experience Per Proposed Individual Form on the proposed RCDD named in Item 8.5.1.1.

8.7 Subcontracting

8.7.1 Any Vendor awarded will be held responsible for all aspects of the project even if subcontractors are used.

8.7.2 **ITS** reserves the right of refusal and the right to request replacement of subcontractor(s) because of unacceptable work, performance, or conduct.

- 8.7.3 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.
 - 8.7.3.1 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**.
 - 8.7.3.2 ITS reserves the right to reject proposals submitted where subcontractors perform more than 75% of the work requested.
 - 8.7.3.3 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**.
- 8.7.4 Vendors must state whether or not they are proposing subcontractors for the fulfillment of projects associated with this RFP.
- 8.7.5 If so, Vendor must list any subcontractor(s) which will be used to complete the contract subject to approval by ITS. Vendor must also include the following for each subcontractor company:
 - 8.7.5.1 Name of company;
 - 8.7.5.2 Contact person
 - 8.7.5.3 Telephone number
 - 8.7.5.4 Type of work subcontractor will perform
 - 8.7.5.5 Number of certified employees to perform said work
 - 8.7.5.6 Complete three (3) references for the subcontractor(s) as required in Section XII References.
- 8.7.6 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.

9. Cabling Technical Specifications

9.1 Construction Specifications

- 9.1.1 All UTP (Unshielded Twisted Pair) communication cable for data must be Cat 5e or better.
- 9.1.2 The National Electrical Safety Code shall be used as a minimum requirement only and not as a design criterion.
- 9.1.3 All applicable city, state, and federal construction standards and practices associated with the installation of communications cabling systems shall be followed.
- 9.1.4 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.
- 9.1.5 The successful Vendor shall coordinate with the state entity as to time intervals of cable placement and splicing.
- 9.1.6 Hallways and sidewalks shall be kept free of debris, scaffolds, etc., during peak use.
- 9.1.7 Appropriate safety barricades, traffic control devices and other such devices shall be utilized where necessary.
- 9.1.8 It is the Vendor's responsibility to provide cable in sufficient lengths to ensure network connectivity.
- 9.1.9 Steel-winch cable will not be allowed to pull cable into conduit.
- 9.1.10 All cabling materials shall be manufactured by an ISO 9001:2000 certified manufacturer.
- 9.1.11 Internal firewall penetrations should be cored, sleeved, and sealed with a fire stop.
- 9.1.12 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.
- 9.1.13 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.
- 9.1.14 All gas/diesel-motorized equipment shall have proper mufflers so as not to disturb the environment.
- 9.1.15 Backfill shall consist of approved sand-clay compacted to 95% standard protocol in 6" lifts, free from any pebble, stones, asphalt,

concrete, "frozen" material, etc., which could cause penetration or damage to the conduit(s).

- 9.1.16 Trenches shall be backfilled to contours and elevations of undisturbed surrounding terrain.
- 9.1.17 Any unused backfill material shall be removed from the property.
- 9.1.18 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.
- 9.1.19 All BICSI standards and recommendations should be adhered to for all separation distances between communication cable and existing utilities.

9.2 Conduit Overview

- 9.2.1 The conduit placed at a given location must have a true cylindrical shape and be supplied by the same manufacturer.
- 9.2.2 All vacant conduit shall be equipped with a polyethylene pull rope.
- 9.2.3 Each conduit terminated either in handhole or building shall be sealed and/or plugged to prevent gas/moisture seepage.
- 9.2.4 For all trench radius sweeps of 40' or greater, conduit shall be manually placed and anchored in trench prior to backfill.
- 9.2.5 All conduit trenches in tree drip lines that are not bored shall be hand trenched, tunneling any roots 1¼" greater in diameter.
- 9.2.6 All conduit shall have 24" of minimum cover.
- 9.2.7 Underground conduit shall be a minimum Schedule 40, Polyvinyl Chloride (PVC) conduit.
- 9.2.8 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.
- 9.2.9 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.
- 9.2.10 All sidewalk removal shall be from expansion joint to expansion joint.
- 9.2.11 Temporary wooden walkways shall be provided where sidewalk removal is required.

- 9.2.12 Sidewalk restoration shall match the sidewalk being removed. Grades and alignment shall match the existing topology.
- 9.2.13 Sidewalk replacement shall be 2500 psi and poured at a maximum slump of 4 inches.
- 9.2.14 Expansion joints shall be either ½" asphalt saturated fiberboard or redwood on 4' centers.
- 9.2.15 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).

9.3 Service Entrances

- 9.3.1 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.
- 9.3.2 The ends of metallic conduit shall be reamed, bushed, and grounded in accordance with the National Electric Code.
- 9.3.3 All service entrances shall have service loops in ceiling area.
- 9.3.4 All service entrances shall be sealed.
- 9.3.5 Conduit shall be installed at a minimum depth of 24" and backfilled with selected fill material.
- 9.3.6 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.

9.4 Installation of Handholes

- 9.4.1 Each cable in the handhole(s) and entering the building(s) shall have a permanent identification tag with cable number and identified cable count.
- 9.4.2 Handhole shall be set flush with the existing topographical grade.
- 9.4.3 Traffic covers shall be locking type by bolts and two wrenches for unlocking shall be furnished to the appropriate state entity.
- 9.4.4 Upon completion of handhole placement, necessary anchoring is required to prevent floating until backfill is complete.

- 9.4.5 If not specified by the customer, all handholes shall have “Communications” logo on locking cover.
 - 9.4.6 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.
 - 9.4.7 All handholes shall be placed on 8" minimum washed gravel.
- 9.5 Installation
- 9.5.1 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.
 - 9.5.2 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.
 - 9.5.3 All hardware shall be installed and working per manufacturer specifications.
 - 9.5.4 The Vendor shall:
 - 9.5.4.1 Provide all labor and materials to install all equipment as necessary to the project.
 - 9.5.4.2 Provide documentation and ensure continuity of the system as described in this RFP.
 - 9.5.4.3 Furnish all licenses and permits, etc. required for the installation of the system.
 - 9.5.4.4 Ensure that the maximum pulling tensions of the specified distribution cables are not exceeded and cable bends maintain the proper radius during placement.
 - 9.5.5 The Vendor will install cable protection “shoes” or devices during placement to protect fiber optic cable from sheath damage.
 - 9.5.6 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.
 - 9.5.7 All cables and wire shall be firmly fastened in place. Cable clamps and support hardware shall be adequate to support their loads.

- 9.5.8 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.
- 9.5.9 All firewall penetrations shall be sealed as required by code.
- 9.5.10 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.
- 9.5.11 The use of bridge taps is not allowed for data applications.
- 9.5.12 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.
- 9.5.13 There shall be no splicing of the horizontal communications cable.
- 9.5.14 All patch-panels shall be Underwriter's Laboratories (UL) listed.
- 9.5.15 Any unused materials that have been purchased by the State must be turned over to the State upon completion of the project.
- 9.5.16 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.
- 9.5.17 Install work area outlets so that the patch cable required to reach work area equipment will be no more than 10 ft.
- 9.5.18 The length of patch cords and cross-connect jumpers in the telecommunications closet shall be 20 ft or less.
- 9.5.19 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.
- 9.5.20 The Vendor is to install horizontal cable no closer than 6 inches from fluorescent lighting fixtures.
- 9.5.21 All telecommunications outlets shall be placed a minimum 15 inches from the floor in conformance with the American Disabilities Act (ADA).
- 9.5.22 The hardware used to terminate UTP cables shall be of the insulation displacement contact (IDC) type.

- 9.5.23 All exposed cable bundles are to be tie-wrapped at a maximum of every 12 inches.
- 9.5.24 Wall mountable termination hardware shall be placed on 3/4" plywood securely fastened to the walls and painted with fire-resistant paint.
- 9.5.25 Cable management hardware such as horizontal and vertical panels should be used to reduce cable stress in the telecommunications closet.
- 9.5.26 The color of the surface raceway and outlet/connector shall be approved prior to installation by the state entity contact.
- 9.5.27 All cable ties shall be hand-tightened only to a point where the sheath does not deform.
- 9.5.28 Any outlet/connector not installed flush with the wall surface shall be securely mounted.
- 9.6 Bonding and Grounding
 - 9.6.1 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.
 - 9.6.2 The Vendor shall also be responsible for ensuring ground continuity by properly bonding all appropriate cabling, closures, cabinets, service boxes, and framework.
 - 9.6.3 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.
 - 9.6.4 Grounding must be in accordance with the NEC, NFPA, and all local codes.
- 9.7 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.
- 9.8 Miscellaneous Equipment – The Vendor shall provide any necessary screws, anchors, clamps, tie wraps, distribution rings, wire moulding (MC/MDF & TC/IDF locations), miscellaneous grounding and support hardware, etc., necessary to facilitate the installation of the system.
- 9.9 Special Equipment and Tools

- 9.9.1 It shall be the responsibility of the Vendor to furnish any special installation equipment or tools necessary to properly complete the project.
- 9.9.2 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.
- 9.10 Aerial Placement
 - 9.10.1 Guy wire guards shall be placed over guy on all riser poles at a minimum of 8 ft from ground level.
 - 9.10.2 The pole to building span shall be no greater than 30 meters (100 ft) with a minimum clearance of 18 ft.
 - 9.10.3 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.).
- 9.11 Labeling
 - 9.11.1 The Vendor shall be responsible for printed labels for all cables and cords, distribution frames, and outlet locations.
 - 9.11.2 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.
- 9.12 Optical Fiber Cable Testing
 - 9.12.1 Any link not meeting the requirements of the standard shall be brought into compliance by the Vendor, at no charge to the state entity.
- 9.13 Fiber Optic Cable
 - 9.13.1 The diameter of the fiber optic core and the diameter of the core and cladding for multimode cable shall be 62.5/125 μ m or 50/125 μ m.
 - 9.13.2 The attenuation for mechanical and fusion splices shall not exceed 0.2 dB.
- 10. **Testing and Acceptance**
 - 10.1 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.

- 10.2 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:
 - 10.2.1 Quality of materials must be consistent with published specifications for materials.
 - 10.2.2 System test results must meet or exceed accepted industry standards.
 - 10.2.3 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.

11. Restoration

- 11.1 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.
- 11.2 Any damage caused by the Vendor shall be restored at the Vendor's expense.
- 11.3 The Vendor shall compensate any loss of utility service or damage caused by the Vendor's work operations.
- 11.4 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.
- 11.5 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.

12. Errors and Omissions

- 12.1 Standards and requirements included in this RFP are to our knowledge the best and most correct standards and requirements of which we are aware.
 - 12.1.1 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.**
 - 12.1.2 You must respond with **EXCEPTION** in your initial proposal to this RFP.
 - 12.1.3 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.

- 12.2 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.
 - 12.3 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.
 - 12.4 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.
 - 12.5 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.
13. **Obligation**
- 13.1 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.
14. **Warranty**
- 14.1 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.**
 - 14.2 Cable Plant Warranty:
 - 14.2.1 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.

- 14.2.2 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.

15. Pricing Requirements

- 15.1 Vendors must respond to all items in Section VII for both inside and outside labor units. An incomplete cost response in Section IX, Cost Information Submission will be cause for exclusion from the Vendor group.
 - 15.1.1 Hourly Rate for Installation. This rate should be per worker and be used for both inside and outside cabling plant projects.
 - 15.1.2 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.
 - 15.1.3 Hourly Rate for Travel Time. See additional Travel guidelines and definitions in Section IX, Cost Information Submission.
- 15.2 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.
- 15.3 Labor prices must be guaranteed as a not-to-exceed cost (by all respondents) for the primary term of this RFP response.
- 15.4 Cabling EPL Vendors may not charge for an on-site walk-through.
- 15.5 **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.
- 15.6 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. Additional Requirements

- 16.1 ITS acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.

17. Scoring Methodology

- 17.1 An Evaluation Team composed of **ITS** staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other

information available to evaluation team, will be used to evaluate the proposals.

- 17.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.
- 17.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.
- 17.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.
- 17.1.4 For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points.

Category	Possible Points
Non-Cost Categories:	
Vendor Qualifications	40
Experience	15
References	15
Total Non-Cost Points	70
Cost	30
Total Base Points	100
Value Add	5
Maximum Possible Points	105

- 17.2 The evaluation will be conducted in four stages as follows:
 - 17.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience, number of copies, bond requirement, timely delivery, and must be responsive to all mandatory requirements. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.
 - 17.2.2 Stage 2 – Non-cost Evaluation (all requirements excluding cost)

17.2.2.1 Non-cost categories and possible point values are as follows:

Non-Cost Categories	Possible Points
Vendor Qualifications	45
Experience	15
References	15
Maximum Possible Points	70

17.2.2.2 Proposals meeting fewer than 80% of the requirements in the non-cost categories may be eliminated from further consideration.

17.2.2.3 ITS scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The 'Meets Specs' score for each category is 90% of the total points allocated for that category. For example, the 'Vendor Qualifications' category was allocated 40 points; a proposal that fully met all requirements in that section would have scored 36 points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the state.

17.2.3 Stage 3 – Cost Evaluation

17.2.3.1 Points will be assigned using the following formula:

$$(1 - ((B - A) / A)) * n$$

Where:

A = Total lifecycle cost of lowest proposal

B = Total lifecycle cost of proposals being scored

N = Maximum number of point values are as follows:

Cost Category	Possible Points
Lifecycle Cost	30
Maximum Possible Points	30

17.2.4 Stage 4 – Selection of the successful Vendor

17.2.4.1 On-site Demonstrations and Interviews

17.2.4.1.1 At the discretion of the State, evaluators may request interviews, on-site

presentations, demonstrations or discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.

17.2.4.1.2 If requested, Vendors must be prepared to make on-site demonstrations of system functionality and/or proposal clarifications to the evaluation team and its affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project.

17.2.4.1.3 Proposed key team members must be present at the on-site demonstration. The evaluation team reserves the right to interview the proposed key team members during this onsite visit.

17.2.4.1.4 Although on-site demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.

17.2.4.2 Site Visits

17.2.4.2.1 At the State's option, Vendors that remain within a competitive range must be prepared to provide a reference site within seven calendar days of notification. If possible, the reference site should be in the Southeastern region of the United States. Vendor must list potential reference sites in the proposal.

17.2.4.3 Final Quantitative Evaluation - Following any requested presentations, demonstrations, and/or site visits, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor's final score.

SECTION IX COST INFORMATION SUBMISSION

Refer to Section VIII, Item 15 for more information regarding pricing for RFP No. 3766.

1. **Vendors must provide cost for ALL labor items listed in the table in Item 2 below.** Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the State or face disqualification.

- 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 initial three year term of RFP No. 3766.
- 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 afterhours services, Vendors may optionally charge up to one and one-half (1 ½) times their service rate, provided Vendors have 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 employees 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 Item 6.2.5 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 Vendors 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, Travel and Fleet Management (DFA-OPTFM) for Mississippi state government.

SECTION X 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 Vendors are not required to respond to Section X 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 of your response to this RFP.
- 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.
- 2.7 Liquidated Damages may be stipulated in the Letter of Configuration on a project-by-project basis.
- 2.7.1 **ITS** reserves the right to require the winning Vendor, resulting from the Letter of Configuration (LOC) process, described in Section X, 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.
- 2.7.2 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.
- 2.7.3 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.
- 2.8 A Performance Bond and Payment Bond will be stipulated in the Letter of Configuration.
- 2.8.1 The Performance Bond and Payment Bond are two separate bonds.
- 2.8.2 For larger projects of \$50,000.00 or more, the successful Vendor, resulting from the LOC process, described in Section X will be required to procure a Performance Bond and Payment Bond from a reliable surety company which is authorized to do business in the State of Mississippi and is acceptable to **ITS**.
- 2.8.3 The Performance Bond and Payment 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.

- 2.8.4 The Performance Bond and Payment 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.
- 2.8.5 Cabling EPL Vendors and EPL Customers should evaluate the need for a Performance Bond and 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.

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

- 5.1 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.**

- 5.2 Vendor may consult with State representatives during any scheduled oral presentations and demonstrations excluding site visits, and
- 5.3 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**

- 6.1 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."

**EXAMPLE
 LOC INFORMATION FORM FOR PRODUCTS OR SERVICES**

Please submit the **ITS** requested quote and/or proposal addition/update to your general proposal #3766 using the following table format. **Do not submit a separate quote and proposal addition. The form has been combined to include both in your quote and your proposal addition and/or update.**

Fax your completed table back to 601-713-6380 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.

ITS Technology Consultant Name: _____ **RFP#:** _____

Company Name: _____ **Date:** _____

Contact Name: _____ **Phone Number:** _____

LABOR:

DESCRIPTION	RATE	NUMBER OF HOURS	EXTENDED TOTAL
Hourly Rate for Installation			
Hourly Rate for RCDD			
Hourly Rate for Travel Time			
		LABOR TOTAL	

MATERIALS:

PART NUMBER	MANUFACTURER	DESCRIPTION	QUANTITY	UNIT PRICE (For quote only)	EXTENDED TOTAL
				MATERIALS TOTAL	
				PROJECT TOTAL	

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 XI EXPRESS PRODUCTS LIST INFORMATION

1. Introductions

- 1.1 ITS uses the Express Products List (EPL) to solicit product and pricing information at the time of project on a project-by-project basis.
- 1.2 **ITS'** intent is that Cabling RFP 3766 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.
- 1.3 The selected Vendor will be responsible for the complete engineering of the cabling network, and the installation thereof, including all miscellaneous hardware.

2. EPL Proposal Submission Requirements

- 2.1 Responses to this Express Products RFP will be used to produce 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.
- 2.2 The EPL resulting from this RFP will be available for review on the **ITS** Web site at <http://www.its.ms.gov/Procurement/Pages/EPLs.aspx>
- 2.3 The EPL has a specified dollar limit up to which clients may make purchases from the EPL without coming through ITS for approval
- 2.4 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.
- 2.5 **ITS'** intent is that Cabling RFP 3766 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.

3. 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.

3.1 Acceptable guidelines for marketing EPL products include:

3.1.1 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.

3.1.2 **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> .

3.1.3 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.

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

3.2.1 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.

3.2.2 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.

3.2.3 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.

3.3 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.

3.4 Transitions 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.

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

- 4.1 **ITS** will notify Vendor of acceptance or rejection for inclusion on the EPL.
- 4.2 **ITS** reserves the right to revoke approval subsequent to original acceptance. **ITS** will notify the Vendor in writing if approval is revoked.
- 4.3 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."
- 4.4 Any Vendor violating EPL policy may be removed for one EPL cycle and a bond may be required with Vendor's next proposal submittal.

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 customer contact name, address, telephone number, e-mail address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. 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.
- 1.2 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:
 - 1.2.1 Failure to provide reference information in the manner described;
 - 1.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;
 - 1.2.3 Non-responsiveness of references to the State's attempts to contact them; or
 - 1.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
- 1.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
 - 1.3.1 The reference installation must be for a project similar in scope and size to the project for which this RFP is issued;
 - 1.3.2 The reference installation must have been operational for at least six (6) months, but no more than three (3) years prior.
- 1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.
- 1.5 Unless otherwise indicated in the Scoring Methodology in Section VIII, reference information available to the State will be used as follows:

- 1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;
- 1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.
- 1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

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.

Unless otherwise noted, the requirements found in the References section may be met through a combination of Vendor and subcontractor references and experience. Vendor's proposal should clearly indicate any mandatory experience requirements met by subcontractors. NOTE: The State reserves the right to eliminate from further consideration proposals in which the prime Vendor does not, in the State's sole opinion, provide substantive value or investment in the total solution proposed. (i.e. the State does not typically accept proposals in which the prime Vendor is only a brokering agent.)

REFERENCE FORM

Complete five (5) Reference Forms.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

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/SALES REPORT

1. Overview

- 1.1 Sellers whose products are approved under this RFP must maintain a record of EPL sales to be reported on a quarterly basis to ITS.
- 1.2 Within fifteen (15) calendar days following the completion of each EPL quarter, the Seller should submit a Marketing/Sales report identifying all EPL sales to ITS. Upon receipt of the report, ITS will review the report and assess a one percent (1%) EPL Administrative Fee based on the total amount of sales that are reported, in accordance with Mississippi Code Section 25-53-29 (4).
- 1.3 The EPL Administrative Fee is used by the State to defray the costs associated with soliciting, awarding, and administering EPLs, and is referenced in the Master Purchase Agreements for EPLs.
- 1.4 The EPL Administrative Fee is the responsibility of the Seller. This fee will not be charged directly to the customer in the form of a separate line item.

2. Fee Amount

- 2.1 Unless defined differently within the Master Purchase Agreement, the EPL Administrative Fee shall be one percent (1%) of quarterly sales receipts under an active Master Purchase Agreement.
- 2.2 The EPL Administrative Fee percentage is applicable to amounts where the Seller has received a purchase order.

3. Method of Assessment

- 3.1 At the completion of each quarter, the Seller reviews all sales in preparation for submission of the Marketing/Sales report.
- 3.2 The Seller identifies all sales receipts transacted by customers using the EPL as the procurement instrument.
- 3.3 After receiving the Seller's Marketing/Sales report, ITS will review said report and assess the one percent (1%) EPL Administrative Fee based on the total amount of sales listed in the report.

4. Submission Schedule

- 4.1 Within fifteen (15) days following the end of the quarter, the Seller must submit their Marketing/Sales report to ITS.

- 4.2 Sellers will be invoiced by the end of the month following the EPL Quarter with payment of the EPL Administrative Fee due by the last day of the following month.

Listed below is a sample of an EPL Administrative Fee Submission Schedule:

- EPL Quarter 1 (July 1st - September 30th)
Marketing/Sales report due by October 15th
Invoice received from ITS by November 1st
Fee Payment due by November 30th
- EPL Quarter 2 (October 1st - December 31th)
Marketing/Sales report due by January 15th
Invoice received from ITS by February 1st
Fee Payment due by February 28th
- EPL Quarter 3 (January 1st - March 31th)
Marketing/Sales report due by April 15th
Invoice received from ITS by May 1st
Fee Payment due by May 31th
- EPL Quarter 4 (April 1st - June 30th)
Marketing/Sales report due by July 15th
Invoice received from ITS by August 1st
Fee Payment due by August 31th

5. **Seller Penalties**

- 5.1 Seller's failure to submit a Marketing/Sales report within three (3) working days after the due date will result in a suspension from the EPL. Seller is subject to reinstatement after sending in the delinquent report and making payment for the quarterly administrative fees.
- 5.2 Seller's failure to submit payment on the EPL quarterly administrative fees by the due date will result in an immediate suspension until all outstanding fees are paid in full. Seller is subject to reinstatement after all delinquent fees are brought current.

6. Report Format

6.1 Sellers must include the following fields in the Marketing/Sales report submitted at the completion of each EPL quarter:

Purchase Order Date

Customer Name

Purchase Order Number

Purchase Order Summary

Total

6.2 The following table shows an example of an acceptable Marketing/Sales report:

PO Date	Customer	PO #	PO Summary	Total
7/6/14	ITS	249463	Inside cabling	\$15,017.00
8/10/14	JSU	229885	Fiber optic riser cable	\$6,014.00
9/15/14	Hinds CC	222257	Outside cabling	\$36,568.00
9/22/14	Jones County Schools	275589	Cable locate services	\$2,440.00
Total Sales				\$60,039.00

6.3 Sellers should not include private schools, private colleges, or federal government agencies in the Marketing/Sales report.

6.4 Sellers may reference the links below to verify whether a customer is under ITS purview or a government organization that uses ITS EPLs by choice. Both of these categories of customers should be included in the Marketing/Sales report:

- State Agencies
<http://www.ms.gov/Agency/Pages/default.aspx>
- Institutions of Higher Learning (IHLs)
<http://www.ms.gov/content/Pages/CollegesUniversities.aspx>
- Community Colleges (CC)

<http://www.ms.gov/content/Pages/CollegesUniversities.aspx>

- K-12

<http://www.mde.k12.ms.us/map?ShowList=1>

- Governing Authorities - any public city or county government including public libraries and hospitals

7. Report Information

- 7.1 Failure to provide quarterly sales information will be cause for disqualification from evaluation in the next Cabling EPL cycle.
- 7.2 Sellers will be required to e-mail their Marketing/Sales report in Excel format. A Word or PDF file is not acceptable.
- 7.3 Sellers will be notified where to send the e-mail after they have been added to the EPL.
- 7.4 If there were no sales during a reporting period, the Seller will submit an e-mail with “no sales” in the body. An Excel file is not necessary to report “no sales”.
- 7.5 ITS reserves the right to request more detailed sales information on an individual basis.
- 7.6 ITS will compile individual reports into a Summary Marketing/Sales report. This summary report will not show individual customers, only the total sales from each Seller broken down by customer type: Agency, IHL, Community College, K-12, and Governing Authority. The summary report will become the property of ITS with the right to publish, reproduce, or distribute without notification. Seller’s submission of a response to this RFP will constitute acceptance of this policy. Sellers may request a copy of this report under the ITS Public Records Policy and Procedures (Rule 210.2: 019-010 of the ITS Procurement Handbook at <http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf>).
- 7.7 Any requests for copies of an individual Seller’s Marketing/Sales report or any other information that is part of the Seller’s proposal will fall under ITS’ Public Records Policy and Procedures.

The 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 INSTRUCTIONS

1. Only those Vendors classified as Sellers will execute the *Master Cabling Agreement*.
2. Due to the uniformity among EPL Sellers, the terms of the *Master Cabling Agreement* are non-negotiable. No edits or changes in the terms and conditions of this document will be made.
3. Seller will only return two (2) copies of the executed signature page. Both copies must be executed with original signatures by the authorized officer of your company. **NOTE: Digital signatures will not be accepted.**
4. Do not return the entire agreement.
5. Once a Seller has been approved and membership has been confirmed for at least one (1) Reseller Group. **ITS** will merge the signature pages with the full agreement and execute both copies. One (1) executed original will be returned to the Seller.

**PROJECT NUMBER 41474
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** corporation 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 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the agencies and institutions of the State of Mississippi (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State".

WHEREAS, the State, pursuant to Request for Proposals ("RFP") Number 3766, 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 three (3) years, or until all warranties provided by Contractor to Customer have expired, whichever occurs last ("Initial Term"). At the end of the Initial Term, the Master Agreement may, upon the written agreement of the parties, be renewed for additional terms, the length of which will be agreed upon by the parties. Sixty (60) days prior to the expiration of the Initial Term or any renewal term of this 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. 3766.

ARTICLE 4 ADDITIONAL TERMS AND CONDITIONS

All provisions in this Master Agreement are in addition to the requirements of RFP No. 3766, 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. 3766. 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 Master 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 Mississippi's Accountability System for Government Information and Collaboration ("MAGIC") shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Contractor's choice. 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. 3766.

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 Customer. 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. 3766 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 and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of the supplement/purchase order and this Master 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 the supplement/purchase order or this Master Agreement. The Contractor warrants that it has removed any material conflict of interest prior to the signing of this Master 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 Master Agreement. The Contractor also warrants that in the performance of this Master 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 Master Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Master 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 Master 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 Master 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 Master 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 or subcontractor of Contractor, who shall have the sole right to hire and discharge its employee/subcontractor. Customer may, however, direct Contractor to replace any of its employees/subcontractors under this Master Agreement.

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 Master Agreement can be fully achieved by the remaining portions of the Master 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 the negligence or intentional misconduct of 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 electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. The Contractor's address for notice is: **INSERT 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. 3766, the underlying LOC, if any, Contractor’s Proposals in response to RFP No. 3766, 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. 3766;
- 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. 3766.

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.

ARTICLE 38 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Master Agreement and any subsequent amendments and supplements shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Master Agreement and any subsequent amendments and supplements to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS.

ARTICLE 39 EPL ADMINISTRATIVE FEES

Within fifteen (15) calendar days following the completion of each quarter, Contractor shall submit its Marketing/Sales Report identifying all Express Products Lists ("EPL") sales to ITS. Upon receipt of same, ITS will review the Marketing/Sales Report and assess a one percent (1%) administrative fee based on the total amount of sales that are reported. ITS will thereafter invoice Contractor for their administrative fees, with said invoice being mailed to the "bill-to" address provided by Contractor. Contractor understands and agrees that the EPL administrative fee is the responsibility of the Contractor and is not to be charged to the Customer in the form of a separate line item. Contractor agrees to remit its payment of the administrative fee to ITS each quarter within thirty (30) calendar days of the invoice date (hereinafter referred to as "Due Date"). It is understood and agreed by the parties that in the event Contractor fails to submit its Marketing/Sales Report within fifteen (15) calendar days following completion of a quarter or in the event Contractor fails to remit its payment of the quarterly administrative fees by the Due

Date, Contractor will be immediately suspended from participation in the EPL until such time as the Marketing/Sales Report is received by ITS and all outstanding administrative fees have been paid in full.

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 VENDOR NAME

By: _____
Authorized Signature

By: _____
Authorized Signature

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

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 Robert Hungerford, Robert.Hungerford@its.ms.gov or Steven Walker, Steven.Walker@its.ms.gov.

BLDG NAME	ADDRESS
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
DFA	666 NORTH STREET
GAMING	620 NORTH STREET
DEQ AMITE STREET	515 E. AMITE STREET
DEQ STATE STREET	700 STATE STREET
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
INFORMATION TECHNOLOGY SERVICES	3771 EASTWOOD DRIVE & 3775 EASTWOOD DRIVE
LIBRARY COMMISSION	3881 EASTWOOD DRIVE

BLDG NAME	ADDRESS
ROBERT G CLARK BUILDING	301 N. LAMAR STREET
HEBER LADNER BUILDING	401 MISSISSIPPI 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
EVIRONMENTAL QUALITY (PEARL)	1542 OLD WHITFIELD ROAD
WOOLFOLK CMP	501 N. WEST STREET

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

BEST PRACTICES CHECKLIST: Guide for Requesting Cabling Quotes and Scoring		Check <input checked="" type="checkbox"/>
Statement of Work (SOW)		
	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 3766 Quotation Form"	
Define Customer Requirements in SOW		
Contact Information		
	Agency or School District Name, mailing and physical address, office phone	
	Contact Person, e-mail, telephone number	
	Location of project: name buildings, location, directions	
	Best time for return calls and site visit	
Timelines		
	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	
Technical Requirements for Inside Plant		
	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	

BEST PRACTICES CHECKLIST: Guide for Requesting Cabling Quotes and Scoring		
		Check <input checked="" type="checkbox"/>
Statement of Work (SOW)		
	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	
Technical Requirements for Outside Plant		
	Will trenching or boring be required?	
	Ensure all buried utilities will be clearly marked	
	Describe materials and connection locations	
Materials		
	Describe Customer preferred connectivity materials and cable manufacturer, if any	
	Describe any required 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	
Requirements for sending and receiving the quotations		
	Determine method for sending the request for quotes to vendors: Recommended – E-mail	
	Hint - ask Vendors to respond by e-mail to indicate that they received your request for quote or notification of walk through	
	Determine the method for vendors sending quotes to customer: recommend accept E-mail, FAX, mail, overnight, hand delivery	
	Determine minimum number of business days from time of notification of the site visit/bidder's conference to the actual event	
	suggested minimum is 5 business days	
	Give Vendors a minimum number of business days after site visit/bidder's conference to submit their proposal	
	suggested minimum 5-10 business days	

BEST PRACTICES CHECKLIST: Guide for Requesting Cabling Quotes and Scoring		
		Check <input checked="" type="checkbox"/>
Statement of Work (SOW)		
	<i>Provide all vendors with a compiled list of Vendor questions and your answers prior to the proposal due date</i>	
	suggest Q & A sent to Vendors minimum of 3 days before proposal due date	
Walk-through Requirements/Site Visit/Bidder's Conference		
	<i>Mandatory Bidder's conference or Walk-throughs are recommended</i>	
	Walk-throughs should be at the same time so all vendors see and hear the same thing	
	<i>Small projects may not need a walk-thru</i>	
	<i>If a site visit is not mandatory, customer must still allow access for optional site visit</i>	
Scoring		
	<i>ITS HAS REQUIRED THAT COST IS AT LEAST 51% OF THE SCORING</i>	
	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.	
	<i>Other possible scoring factors</i>	
	Customer's past experience with Vendor	
	Geographical location	
	Technical requirements including materials standards	
	Warranty	
	Value Added Services	
	Other factors determined by Customer	
	<i>Notice of Award - please do the vendors the courtesy of announcing the award to all who submitted quotes</i>	
<p>For cabling project sample documents managed by ITS, including Letter of Configuration, amendments, scoring methodology, and notification of award, see the ITS "LOC Website" - http://dsitspe01.its.ms.gov/its/loc.nsf/LOCPage2?OpenPage . Search by RFP Number 3608. Two suggested projects are both Department of Finance & Admin – Cabling for MS State Crime Lab and Purchase and installation of inside communication cable for Delta State.</p>		

**ATTACHMENT A
 INSTALLATION/MAINTENANCE EXPERIENCE PER PROPOSED INDIVIDUAL**

VENDOR'S NAME:				
PROPOSED TECHNICIAN'S NAME:				
DATE HIRED	YEARS OF EXPERIENCE	RCDD (YES/NO)*	AREAS OF EXPERTISE and/or BACKGROUND	CERTIFICATIONS* (active manufacturer or additional cabling related)

***Vendor's must submit a copy of any certifications that their proposed technicians have acquired. Expired certifications will not be accepted.**