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# Memorandum

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**To:** ITS Customers Requesting the ITS Cabling Express Products List (EPL) 3608  
**From:** Craig P. Orgeron, Ph.D.  
**Date:** December 1, 2009 (*Updated November 30, 2014*)  
**Re:** Instructions for Use for the ITS Cabling Express Products List 3608 for December 2009 – February 2015

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## 1. Introduction

### 1.1 *Scope*

The Cabling Express Products List (EPL) 3608 consists of a relatively small vendor pool and will utilize the Letter of Configuration (LOC) process as well as the ITS Cabling EPL process. The Cabling EPL may be used in the acquisition of solutions for both inside and outside communications cabling projects.

### 1.2 *ITS Cabling EPL 3608 Effective Date – updated*

The current Cabling EPL 3608 expires November 30, 2013. This EPL has been extended and now has an expiration date of February 28, 2015.

### 1.3 *Who May Use*

This EPL may be used by Mississippi agencies, universities, community/junior colleges and governing authorities (cities, counties, school districts, etc.). ITS EPLs are multi-vendor awards that meet Mississippi requirements for legal purchases.

### 1.4 *Dollar Limitations of Use*

1.4.1 The maximum dollar limitation of this EPL for all users is **\$150,000 per project.**

1.4.2 For K-12 schools, the dollar limitation is **\$150,000 per school or campus per fiscal year with a maximum dollar limitation per school district of \$1,000,000 per fiscal year.**

1.4.3 Additional spending limits and delegations are noted in item 3.0 below.

- 1.4.4 Projects costing in excess of these amounts are beyond the scope of this delegated process and subject to full ITS review and authorization. Authorization to exceed the EPL dollar limitation is described in the ITS Procurement Handbook under the ***EPL Planned Purchase*** process, article 013-080.  
<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf>
  - 1.5 This list is governed under Procurement Instruments: Express Products Lists (EPLs) in the ITS Procurement Handbook. The EPL is not to be confused with state contracts issued by Department of Finance and Administration, Office of Purchasing and Travel (DFA-OPT).
  - 1.6 *Mississippi's Accountability System for Government Information and Collaboration (MAGIC)*  
State agency customers are required to purchase through Mississippi's Accountability System for Government Information and Collaboration (MAGIC). These customers will need the contract number and NIGP codes to complete their purchasing. The contract number and the vendor's supplier number are provided for each vendor within the Vendor Contact Information section. The NIGP codes are located in item 9 below.
2. **Changes made to RFP 3608 this Cabling Cycle**
- 2.1 ITS did not file a form 470 for the Schools and Library Division (SLD) for RFP 3608. Each K-12 School or Library needs to file its own form 470 to ensure subsequent contracts and purchases will be E-Rate eligible.
  - 2.2 Under previous Cabling RFP 3571, ITS created two separate EPL awards: the "ITS Cabling EPL" and a "K-12 Cabling EPL." ITS is combining the two EPLs and there is only one EPL award, the "ITS Cabling EPL" that may be used by all public entities including agencies, K-12 schools, local governments, and higher education.
3. **Spending Limits and Delegation by ITS for the ITS Cabling EPL**
- 3.1 Although the ITS Cabling EPL 3608 is primarily intended for state agencies under ITS purview, non-agencies may use this EPL subject to the same instructions and spending limitations established for agencies. Entities not under ITS purview may alternatively choose to purchase using Mississippi Public Purchasing Law.
  - 3.2 The ITS Telecom Services Division is responsible for ALL cabling projects, even single drops, for state buildings in the capitol complex. A list of these buildings is attached as Exhibit A. There is zero delegation for agencies with offices in these buildings to use the ITS 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 or customers may obtain an updated list of these buildings by contacting Steven Walker, [steven.walker@its.ms.gov](mailto:steven.walker@its.ms.gov) or Robert Hungerford, [robert.hungerford@its.ms.gov](mailto:robert.hungerford@its.ms.gov).

- 3.2.1 Example. The Division of Medicaid is in the Sillers Building, which is in the capitol complex and listed on Exhibit A. Medicaid may not, therefore, do its own cabling or use the ITS Cabling 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.
- 3.3 ITS has delegated to state agencies under ITS purview that have cabling needs outside of the capitol complex the following spending limitations in using the Cabling EPL.
- 3.3.1 **\$5,000 or less** – Customers may use the ITS Cabling EPL by obtaining at least one quotation from a Cabling EPL vendor. For cabling projects \$5,000 or less for which it is not feasible to use one of the ITS 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.
- 3.3.2 **\$5,001 - \$50,000** – Customers must solicit two or more quotations using the ITS Cabling EPL vendor pool. For cabling projects in this range for which it is not feasible to obtain quotes exclusively from ITS 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.  
For ARRA purchases, the spending range where only two quotations are required is **\$5,001 - \$25,000**.
- 3.3.3 **\$50,001 - \$150,000** – Customers must solicit quotations from all vendors in the ITS Cabling EPL pool. Although the customer must solicit the quotations from all vendors, it is not required that they receive a quotation or proposal from all vendors should the vendor not choose to respond.  
For ARRA purchases, the spending range where a customer must solicit quotes from all vendors is **\$25,001 - \$150,000**.
- 3.3.4 **\$150,001 and above** – Customers must submit a Competitive Procurement Request to ITS to handle the procurement or a Planned Purchase Request to exceed the EPL limit.

#### 4. **Pricing**

- 4.1 RFP 3608 only solicited labor pricing in the form of three hourly rates as follows. The labor rates proposed by each vendor are shown in the Vendor Contact Information section. Labor prices are guaranteed as a not-to-exceed cost for a minimum of one year through this RFP response.

**PURCHASES MADE FROM THIS LIST MAY NOT EXCEED \$150,000 PER PROJECT.**

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Pricing on this list expires 02/28/2015.

Customer MUST obtain written quotations from two ITS Cabling EPL vendors for all projects between \$5,000 and \$50,000 and MUST solicit quotations from ALL ITS Cabling EPL vendors for projects over \$50,000.

- 4.1.1 Hourly Rate for Installation. This rate should be per worker and be used for both inside and outside cabling plant projects.
- 4.1.2 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.
- 4.1.3 Hourly Rate for Travel Time.
  - 4.1.3.1 This rate covers the time of the employee and their cost of travel, within state boundaries. It does not include per diem charges for meals, hotels, airfare, etc.
  - 4.1.3.2 The vendor must provide to the customer a not-to-exceed estimate of any travel fees using its travel hourly rate as part of the project cost quotation.
- 4.2 Cost for cabling materials were not requested as part of the vendor's RFP response. The customer must solicit the total combined cost for cabling materials and labor on a project-by-project basis using the guidelines in these EPL Instructions.
- 4.3 ITS Cabling EPL vendors may not charge for an on-site walk-through.

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

- 5.1 The customer solicits pricing for their project from the ITS Cabling EPL vendors. The vendor quotes the total configuration, including labor (using the EPL labor hourly rates), materials, and travel.
  - 5.1.1 Customers must verify that the labor cost proposed by the vendor in the configuration quote is the same or less than the published EPL hourly rate.
- 5.2 The customer chooses the "lowest and best" vendor from the quotations.
  - 5.2.1 Customer must determine and document a scoring methodology prior to sending a solicitation for quotes to vendors.
  - 5.2.2 The scoring methodology must list all evaluation factors to be considered and the percent at which each will be weighted. The sum of the weights of all evaluation factors must be 100%. An additional 5% may optionally be reserved for value add, defined as significant offering, service, or quality provided by the vendor at no additional cost that has direct value to the customer.
  - 5.2.3 Cost must always be included as the primary evaluation factor. ITS Cabling EPL 3608 requires that cost quotations from the vendor pool be weighted at 51% or higher among the evaluation factors used to determine the awarded vendor.

5.2.4 See “Best Practices Checklist” within this document, for suggestions of evaluation factors to be considered in creating a scoring methodology.

5.3 ITS is not requiring that a vendor respond to a request for quotation 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. ITS requests that customers provide feedback to ITS regarding vendor participation.

## 6. **Contracts and other Considerations**

6.1 Customers should be aware that all vendors approved under Cabling RFP 3608 have furnished to ITS a copy of their Certificate of Responsibility from the Mississippi Board of Contractors as well as proof of General Liability Insurance in the amount of one million dollars.

6.2 Customers should be aware that ITS did not require the submission of a Performance Bond or a Payment Bond at the time of the vendor’s proposal submission. The customer should work with the vendor at the project level regarding the inclusion of these bonds when needed.

6.3 Each participating vendor has signed a *Master Cabling Agreement* with ITS.

6.3.1 The purchase order from any individual customer will serve as a supplement to these Agreements. Additional terms and conditions may be negotiated between the customer and vendor at the time of sale, as needed, as a supplement to the *Master Cabling Agreement*.

6.3.2 A sample of the *Master Cabling Agreement* is attached to this EPL.

## 7. **American Recovery and Reinvestment Act (ARRA) of 2009**

7.1 To the best of our knowledge and current assessment, ITS believes the EPLs are valid purchase instruments for the use of ARRA funds.

7.2 We recommend that customers using these instruments for purchases using ARRA funds obtain written quotations from multiple EPL vendors, that the request for quotations state that ARRA funds will be used for the purchase, and that all quotations be maintained in the purchase file.

7.3 ITS EPLs are established based on sealed proposals submitted by vendors in response to RFPs advertised in accordance with all state statutory requirements for legal procurements of IT products. The EPL RFPs were advertised both in a newspaper with statewide circulation and on the Mississippi Development Authority (MDA) [Mississippi Procurement Technical Assistance Program](#) website. Advertisements exceeded the minimum timeframes required for ARRA purchases. Proposals received in response to these RFPs were evaluated, awarded, and published for the use of any public entity in the state in accordance with the Instructions for Use published by ITS.

7.4 Each vendor record in the Cabling EPL vendor information section has a field labeled “ARRA Participant” with either a “YES” or “NO” designation. The ARRA “YES” designation connotes that the vendor has agreed to work with EPL customers to fulfill purchases that are funded by ARRA. All Cabling EPL vendors have signed the *Master Cabling Agreement* including an “Exhibit A”, which includes certain terms and conditions pertaining specifically to ARRA purchases.

8. **Use of Cabling EPL for Materials or Labor Only**

ITS’ intent is that the Cabling EPL 3608 will be used for cabling projects involving both labor and materials. Should a customer have already procured the cabling materials and wish to obtain quotations for the installation using the EPL Labor Rates, the vendor may choose to provide quotations but is not required to do so. However, in no event does this EPL provide procurement authority for the purchase of materials only.

9. **NIGP Codes for MAGIC**

State agency customers will be required to use NIGP codes when purchasing through Mississippi’s Accountability System for Government Information and Collaboration (MAGIC). The following NIGP codes will be used for products purchased using the Cabling EPL.

<b>NIGP Code:</b>	<b>EPL Category:</b>	<b>Use For:</b>
28000	Cabling Products	Electrical Cables and Wires (Not Electronic)
95877	Hourly Rate for Project Manager/ RCDD/Engineer	Project management Services
92031	Hourly Rate for Installation per Worker	Installation of Computers, Peripherals, and Related Equipment (Including Software)
96182	Hourly Rate for Travel	Transportation Services (Not Otherwise Classified)

10. **What Goes in Your Purchase/Audit File**

Document your file that you have followed EPL best practices based on the Best Practices Checklist. ITS has only done “Step 1” of the evaluation in approving Cabling vendors and compiling this list. It is your responsibility to evaluate and choose the vendor services that best meet your needs. At minimum include:

- 10.1 Customers Statement of Work and Best Practices Checklist
- 10.2 A copy of all vendors’ responses to Customer’s “Statement of Work” or “Quote Sheet”
- 10.3 A copy of the purchase order
- 10.4 A copy of the vendor’s EPL Contact Information showing labor pricing
- 10.5 Any additional project-related documentation, justification or evaluation materials

11. **To Report Problems or Request Assistance**

11.1 If you have any feedback that may help us to improve this process, or if you have any problems with your EPL project, please let ITS know. We suggest you notify

the vendor of the problem in writing and send a copy to ITS. You may contact us in writing by one of the following ways:

11.1.1 E-mail: [isshelp@its.ms.gov](mailto:isshelp@its.ms.gov)

11.1.2 FAX: (601) 713-6380

11.1.3 Mail: ITS, 3771 Eastwood Drive, Jackson, MS 39211

11.2 If you have questions about using the EPL, please contact the ISS Help Desk at (601) 432-8166.

11.3 ITS is also available to host a “mini-class” on how to use our EPLs at a customer’s request. Please contact the Procurement Help Desk if interested.

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**PURCHASES MADE FROM THIS LIST MAY NOT EXCEED \$150,000 PER PROJECT.**

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Pricing on this list expires 02/28/2015.

Customer MUST obtain written quotations from two ITS Cabling EPL Vendors for all projects between \$5,000 and \$50,000 and MUST solicit quotations from ALL ITS Cabling EPL Vendors for projects over \$50,000.

## VENDOR CONTACT INFORMATION

AMERICAN CABLING & ELECTRICAL (ACE)	
<b>Main Contact Name:</b> DeAnna Lively <b>Office:</b> (601) 898-9798 or (601) 720-4176 <b>Fax:</b> (601) 898-1441 <b>Email:</b> <a href="mailto:acecommunication@bellsouth.net">acecommunication@bellsouth.net</a>	<b>Backup Contact Name:</b> none provided
<b>Website:</b> <b>MAGIC Supplier Number:</b> 3100023479 <b>MAGIC Contract Number:</b> 8500000062 <b>E-Rate SPIN Number:</b> 143010465 <b>ARRA Participation:</b> Yes	
<b>Place Order To:</b> 4040 Coker Road Madison, MS 39110	<b>Remit To:</b> 4040 Coker Road Madison, MS 39110

SERVICES	
DESCRIPTION	HOURLY RATE
Hourly Rate for Project Manager/RCDD/Engineer	\$80.00
Hourly Rate for Installation per Worker	\$65.00
Hourly Rate for Travel	\$65.00

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## VENDOR CONTACT INFORMATION

CDE INTEGRATED SYSTEMS	
<b>Contact Name:</b> Bob Shearer <b>Office:</b> (601) 960-8505 <b>Fax:</b> (601) 960-8558 <b>Email:</b> <a href="mailto:bshearer@cdelink.com">bshearer@cdelink.com</a>	<b>Backup Contact Name:</b> Phil Hutchins <b>Office:</b> (601) 960-8502 <b>Fax:</b> (601) 960-8559 <b>Email:</b> <a href="mailto:phutchins@cdelink.com">phutchins@cdelink.com</a>
<b>Website:</b> <a href="http://cdelink.com">http://cdelink.com</a> <b>MAGIC Supplier Number:</b> 3100020809 <b>MAGIC Contract Number:</b> 8500000003 <b>E-Rate SPIN Number:</b> 143006084 <b>ARRA Participation:</b> Yes	
<b>Place Order To:</b>  6 Twelve Oak Circle Jackson, MS 39209	<b>Remit To:</b>  6 Twelve Oak Circle Jackson, MS 39209

SERVICES	
DESCRIPTION	HOURLY RATE
Hourly Rate for Project Manager/RCDD/Engineer	\$75.00
Hourly Rate for Installation per Worker	\$50.00
Hourly Rate for Travel	\$50.00

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## VENDOR CONTACT INFORMATION

JSI COMMUNICATIONS	
<b>Contact Name:</b> James Self <b>Office:</b> (601) 932-3955 <b>Fax:</b> (601) 932-7510 <b>Email:</b> <a href="mailto:jselfjsi@bellsouth.net">jselfjsi@bellsouth.net</a>	<b>Backup Contact Name:</b> Beau Starkey <b>Office:</b> (601) 932-3955 <b>Fax:</b> (601) 932-7510 <b>Email:</b> <a href="mailto:bstarkeyjsi@bellsouth.net">bstarkeyjsi@bellsouth.net</a>
<b>Website:</b> <a href="http://www.jsico.com">http://www.jsico.com</a>	
<b>MAGIC Supplier Number:</b> 3100020096 <b>MAGIC Contract Number:</b> 8500000004 <b>E-Rate SPIN Number:</b> 143018163 <b>ARRA Participation:</b> Yes	
<b>Place Order To:</b> P O Box 54004 Pearl, MS 39288	<b>Remit To:</b> P O Box 54004 Pearl, MS 39288

SERVICES	
DESCRIPTION	HOURLY RATE
Hourly Rate for Project Manager/RCDD/Engineer	\$65.00
Hourly Rate for Installation per Worker	\$50.00
Hourly Rate for Travel	\$38.00

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## VENDOR CONTACT INFORMATION

LANE-TEDDER & ASSOCIATES, INC.	
<b>Main Contact Name:</b> Bert Usry <b>Office:</b> (601) 824-9007 <b>Fax:</b> (601) 824-9442 <b>Email:</b> <a href="mailto:wusryii@aol.com">wusryii@aol.com</a>	<b>Backup Contact Name:</b> Mark Tedder <b>Office:</b> (601) 824-9007 <b>Fax:</b> (601) 824-9442 <b>Email:</b> <a href="mailto:ltw333@aol.com">ltw333@aol.com</a>
<b>Website:</b> <b>MAGIC Supplier Number:</b> 3100017886 <b>MAGIC Contract Number:</b> 8500000005 <b>E-Rate SPIN Number:</b> 143005901 <b>ARRA Participation:</b> Yes	
<b>Place Order To:</b> 5578 Highway 18 Brandon, MS 39042	<b>Remit To:</b> 5578 Highway 18 Brandon, MS 39042

SERVICES	
DESCRIPTION	HOURLY RATE
Hourly Rate for Project Manager/RCDD/Engineer	\$69.00
Hourly Rate for Installation per Worker	\$55.00
Hourly Rate for Travel	\$55.00

**PURCHASES MADE FROM THIS LIST MAY NOT EXCEED \$150,000 PER PROJECT.**

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Customer MUST obtain written quotations from two ITS Cabling EPL Vendors for all projects between \$5,000 and \$50,000 and MUST solicit quotations from ALL ITS Cabling EPL Vendors for projects over \$50,000.

### VENDOR CONTACT INFORMATION

<b>MCINNIS ELECTRIC COMPANY, INC.</b>	
<b>Contact Name:</b> Larry Hamel <b>Office:</b> (601) 372-2014 Ext. 227 <b>Fax:</b> (601) 373-6302 <b>Email:</b> <a href="mailto:larry@mcinnisco.com">larry@mcinnisco.com</a>	<b>Backup Contact Name:</b> Conrad Westbrook <b>Office:</b> (601) 372-2014 Ext. 238 <b>Fax:</b> (601) 373-6302 <b>Email:</b> <a href="mailto:cwestbrook@mcinnisco.com">cwestbrook@mcinnisco.com</a>
<b>Website:</b> <a href="http://www.mcinnisco.com">http://www.mcinnisco.com</a>	
<b>MAGIC Supplier Number:</b> 3100018649 <b>MAGIC Contract Number:</b> 8500000006 <b>E-Rate SPIN Number:</b> 143006222 <b>ARRA Participation:</b> Yes	
<b>Place Order To:</b> P O Box 720790 Byram, MS 29272-0790	<b>Remit To:</b> P O Box 720790 Byram, MS 29272-0790

<b>SERVICES</b>	
<b>DESCRIPTION</b>	<b>HOURLY RATE</b>
Hourly Rate for Project Manager/RCDD/Engineer	\$78.50
Hourly Rate for Installation per Worker	\$50.00
Hourly Rate for Travel	\$65.00

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## VENDOR CONTACT INFORMATION

NETLINK CABLING SYSTEMS, LLC	
<b>Contact Name:</b> Tom Massey <b>Office:</b> (601) 672-2236 <b>Fax:</b> (601) 856-0828 <b>Email:</b> <a href="mailto:tmassey@netlinkcabling.com">tmassey@netlinkcabling.com</a>	<b>Backup Contact Name:</b> Clint Gideon <b>Office:</b> (601) 750-4111 <b>Fax:</b> (601) 856-0828 <b>Email:</b> <a href="mailto:cjgideon@netlinkcabling.com">cjgideon@netlinkcabling.com</a>
<b>Website:</b> <b>MAGIC Supplier Number:</b> 3100023410 <b>MAGIC Contract Number:</b> 8500000007 <b>E-Rate SPIN Number:</b> 143024343 <b>ARRA Participation:</b> Yes	
<b>Place Order To:</b> 102 Plantation Cove Madison, MS 39110	<b>Remit To:</b> 102 Plantation Cove Madison, MS 39110

SERVICES	
DESCRIPTION	HOURLY RATE
Hourly Rate for Project Manager/RCDD/Engineer	\$75.00
Hourly Rate for Installation per Worker	\$55.00
Hourly Rate for Travel	\$40.00

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## VENDOR CONTACT INFORMATION

NETWORK CABLING SOLUTIONS	
<b>Contact Name:</b> David Boss <b>Office:</b> (601) 425-9555 <b>Fax:</b> (601) 425-1773 <b>Email:</b> <a href="mailto:david@networkcablingsolutions.net">david@networkcablingsolutions.net</a>	<b>Backup Contact Name:</b> Roger Parker <b>Office:</b> (601) 425-9555 <b>Fax:</b> (601) 425-1773 <b>Email:</b> <a href="mailto:roger@networkcablingsolutions.net">roger@networkcablingsolutions.net</a>
<b>Website:</b> <b>MAGIC Supplier Number:</b> 3100027496 <b>MAGIC Contract Number:</b> 8500000008 <b>E-Rate SPIN Number:</b> 143008561 <b>ARRA Participation:</b> Yes	
<b>Place Order To:</b> P. O. Box 2783 Laurel, MS 39442	<b>Remit To:</b> P. O. Box 2783 Laurel, MS 39442

SERVICES	
DESCRIPTION	HOURLY RATE
Hourly Rate for Project Manager/RCDD/Engineer	\$75.00
Hourly Rate for Installation per Worker	\$60.00
Hourly Rate for Travel	\$55.00

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### VENDOR CONTACT INFORMATION

S.H.O.T.S.	
<b>Contact Name:</b> Jerry Smith <b>Office:</b> (662) 862-3037 <b>Fax:</b> (662) 862-5468 <b>Email:</b> <a href="mailto:jerry@shotspc.com">jerry@shotspc.com</a>	<b>Backup Contact Name:</b> Chris Hysaw <b>Office:</b> (662) 862-3037 <b>Fax:</b> (662) 862-5468 <b>Email:</b> <a href="mailto:chris@shotspc.com">chris@shotspc.com</a>
<b>Website:</b> <a href="http://www.shotspc.com">http://www.shotspc.com</a>	
<b>MAGIC Supplier Number:</b> 3100028309 <b>MAGIC Contract Number:</b> 8500000009 <b>E-Rate SPIN Number:</b> 143007844 <b>ARRA Participation:</b> Yes	
<b>Place Order To:</b> 1901 South Adams Street Fulton, MS 38843	<b>Remit To:</b> P O Box 668 Fulton, MS 38843

SERVICES	
DESCRIPTION	HOURLY RATE
Hourly Rate for Project Manager/RCDD/Engineer	\$100.00
Hourly Rate for Installation per Worker	\$65.00
Hourly Rate for Travel	\$50.00

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## VENDOR CONTACT INFORMATION

SUNRISE NETWORK SOLUTIONS	
<b>Main Contact Name:</b> Joshua K. Bowie <b>Office:</b> (228) 875-7336 <b>Fax:</b> (228) 875-8007 <b>Email:</b> <a href="mailto:jkbowie@sns-usi.com">jkbowie@sns-usi.com</a>	<b>Backup Contact Name:</b> Denise Brown <b>Office:</b> (601) 947-2300 <b>Fax:</b> (601) 974-9090 <b>Email:</b> <a href="mailto:dbrown@sns-usi.com">dbrown@sns-usi.com</a>
<b>Website:</b> <a href="http://www.sns-usi.com">http://www.sns-usi.com</a>	
<b>MAGIC Supplier Number:</b> 3100002126 <b>MAGIC Contract Number:</b> 8500000010 <b>E-Rate SPIN Number:</b> 143032042 <b>ARRA Participant:</b> Yes	
<b>Place Order To:</b> P. O. Box 1242 Ocean Springs, MS 39566	<b>Remit To:</b> P. O. Box 1242 Ocean Springs, MS 39566

SERVICES	
DESCRIPTION	HOURLY RATE
Hourly Rate for Project Manager/RCDD/Engineer	\$75.00
Hourly Rate for Installation per Worker	\$55.00
Hourly Rate for Travel	\$42.00

**PURCHASES MADE FROM THIS LIST MAY NOT EXCEED \$150,000 PER PROJECT.**

Pricing on this list expires 02/28/2015.

Customer MUST obtain written quotations from two ITS Cabling EPL Vendors for all projects between \$5,000 and \$50,000 and MUST solicit quotations from ALL ITS Cabling EPL Vendors for projects over \$50,000.

### VENDOR CONTACT INFORMATION

<b>SYNERGETICS DCS, INC.</b>	
<b>Contact Name:</b> Ryan Kimbrough	<b>Backup Contact Name:</b> Kay Hall
<b>Office:</b> (662) 323-9484 Ext. 127	<b>Office:</b> (662) 323-9484 Ext.120
<b>Fax:</b> (662) 324-1876	<b>Fax:</b> (662) 324-1876
<b>Email:</b> <a href="mailto:rkimbrough@synergeticsdcs.com">rkimbrough@synergeticsdcs.com</a>	<b>Email:</b> <a href="mailto:bids@synergeticsdcs.com">bids@synergeticsdcs.com</a>
<b>Website:</b> <a href="http://www.synergeticsdcs.com">http://www.synergeticsdcs.com/</a>	
<b>MAGIC Supplier Number:</b> 3100021506	
<b>MAGIC Contract Number:</b> 8500000011	
<b>E-Rate SPIN Number:</b> 143004683	
<b>ARRA Participant:</b> Yes	
<b>Place Order To:</b> Attention Sales P O Box 80264 Starkville, MS 39759	<b>Remit To:</b> Attention Accounts Receivable P.O. Box 1276 Tupelo, MS 38802

<b>SERVICES</b>	
<b>DESCRIPTION</b>	<b>HOURLY RATE</b>
Hourly Rate for Project Manager/RCDD/Engineer	\$95.00
Hourly Rate for Installation per Worker	\$75.00
Hourly Rate for Travel	\$45.00

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<b>BEST PRACTICES CHECKLIST: Guide for Requesting Cabling Quotes and Scoring</b>		
		Check <input checked="" type="checkbox"/>
<b>1. Statement of Work (SOW)</b>		
	1.1 Customer issues a clearly written statement of work to Vendors in pool	
	This Guide provides examples and forms but the quotation format may be flexible based upon customer needs	
	Attached is sample format for Vendors to use in returning quotes: "Cabling EPL 3608 Quotation Form"	
<b>2. Define Customer Requirements in SOW</b>		
	2.1 Contact Information	
	Agency or School District Name, mailing and physical address, office phone	
	Contact Person, email, telephone number	
	Location of project: name buildings, location, directions	
	Best time for return calls and site visit	
	2.2 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 or ARRA funding and expected timeline for E-Rate or ARRA approval	
	2.3 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	
	Faceplate requirements, color, etc.	
	Describe raceway or conduit requirements	
	Are there any existing conduits available or raceways	
	Will surface mounted raceways be necessary	

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	Is there a preferred type of surface mounted raceway, EMT, Panduit, etc	
	Describe fiber runs	
	include if single or multi-mode, # of strands, size (50 or 62.5 micron), etc	
	type of fiber connectors: ST, SC, LC, etc	
	Innerduct requirements	
	Describe LIU requirements	
	Describe patch panel, patch cables, jumpers, mounting boxes, etc	
	include location	
	<b>2.4 Technical Requirements for Outside Plant</b>	
	Will trenching or boring be required?	
	Ensure all buried utilities will be clearly marked	
	Describe materials and connection locations	
	<b>2.5 Materials</b>	
	Describe Customer <b>preferred</b> connectivity materials and cable manufacturer, if any	
	Describe any <b>required</b> standards or practices for your buildings/campus (ex Mfg standard for cable, jacks, faceplates; standard for no exposed raceway; etc)	
	Describe Racks and mounting requirements: cabinets or enclosures or open racks	
<b>3. Requirements for sending and receiving the quotations</b>		
	3.1 Determine method for sending the request for quotes to vendors: Recommended - Email	
	Hint - ask Vendors to respond by email to indicate that they received your request for quote or notification of walk through	
	3.2 Determine the method for vendors sending quotes to customer: recommend accept Email, FAX, mail, overnight, hand delivery	
	3.3 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	
	3.4 Give vendors a minimum number of business days after site visit/bidder's conference to submit their proposal suggested minimum 5-10 business days	
	3.5 Provide all vendors with a compiled list of vendor questions and your answers prior to the proposal due date suggest Q & A sent to vendors minimum of 3 days before proposal due date	
<b>4. Walk-through Requirements/Site Visit/Bidder's Conference</b>		
	4.1 Mandatory Vendors' conference or Walk-throughs are recommended	
	Walk-throughs should be at the same time so all vendors see and hear the same thing	
	4.2 Small projects may not need a walk-thru	

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	4.3 If a site visit is not mandatory, customer must still allow access for optional site visit	
<b>5. Scoring</b>		
	<b>5.1 ITS HAS REQUIRED THAT COST IS AT LEAST 51% OF THE SCORING</b>	
	Note: ITS uses 100% cost, plus up to 5 additional Value Add points, in determining the awarded vendor for the Cabling projects we manage.	
	Note: ITS has chosen the EPL Vendor pool based on their technical qualifications, references, and past experience.	
	<b>5.2 Other possible scoring factors</b>	
	Customer's past experience with vendor	
	Geographical location	
	Technical requirements including materials standards	
	Warranty	
	Value Added Services	
	Other factors determined by Customer	
	<b>5.3 Notice of Award - please do the vendors the courtesy of announcing the award to all who submitted quotes</b>	
<b>For cabling project sample documents managed by ITS, including Letter of Configurations, amendments, register of proposals and notification of awards, see the ITS "LOC Website" - <a href="http://dsitspe01.its.ms.gov/its/loc.nsf/vendorwebview2?openview">http://dsitspe01.its.ms.gov/its/loc.nsf/vendorwebview2?openview</a>. Search by RFP number 3608 or 3571</b>		

**CABLING EPL 3608 QUOTATION FORM**

Please submit the requested quote for Cabling EPL 3608 Project using the following table format. Fax, E-Mail, or deliver your completed proposal to the Customer Contact below.

**Proposal Due Date and Time:**

**Customer Name:**

**Customer Contact Name, E-Mail, Telephone(s), FAX**

**Vendor Company Name:**

**Vendor Contact Name, E-Mail, Telephones(s), FAX**

**LABOR:**

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

**MATERIALS:**

PART NUMBER	MANUFACTURER	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED TOTAL
10057903*	Berk-Tek	Category 6 cable	6000 ft	\$0.20	\$1200.00
QNE3FN8I(1 JX-03	NORDX/cdt	UTP Outlet	20 ea	\$5.00	\$100.00
LD3EI6-A*	Panduit	1 Inch Surface Raceway	100 ft	\$1.98	\$198.00
<b>MATERIALS TOTAL</b>					<b>\$1498.00</b>
<b>GRAND TOTAL</b>					<b>\$4378.00</b>

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

The ITS Telecom 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 Steven Walker, [steven.walker@its.ms.gov](mailto:steven.walker@its.ms.gov) or Robert Hungerford, [robert.hungerford@its.ms.gov](mailto:robert.hungerford@its.ms.gov).

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

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LIBRARY COMMISSION	3881 EASTWOOD DRIVE
<b>BLDG NAME</b>	<b>ADDRESS</b>
ROBERT G CLARK BUILDING	301 N. LAMAR STREET
BAREFIELD BUILDING	455 N. LAMAR STREET
HEBER LADNER BUILDING	401 MISSISSIPPI STREET
PROFESSIONAL BUILDING	222 N. PRESIDENT STREET
PERS ANNEX	301 N. PRESIDENT STREET
DICKSON BUILDING	510 GEORGE STREET
DEPT OF CORRECTIONS	723 N. PRESIDENT STREET
GARTIN BUILDING	450 HIGH STREET
JUSTICE COURT BUILDING	450 HIGH STREET
CAPERS BUILDING (ARCHIVES & HISTORY)	100 SOUTH STATE STREET
OLD CAPITOL (ARCHIVES & HISTORY)	100 SOUTH STATE STREET
DEPOT (ACHIVES & HISTORY)	100 SOUTH STATE STREET
RECORDS MANAGEMENT (ARCHIVES)	929 HIGH STREET
TAX COMMISSION	1577 RIDGEWOOD DRIVE
EVIRONMENTAL QUALITY (PEARL)	1542 OLD WHITFIELD ROAD
ETHICS COMMISSION (BURROUGHS)	146 E. AMITE STREET
WOOLFOLK CMP	501 N. WEST STREET
DPS-TOWER	1900 WOODROW WILSON
DPS-DRIVER SERVICES	1900 WOODROW WILSON
DPS-SHOP	1900 WOODROW WILSON
DPS-OLD SHOP	1900 WOODROW WILSON
DPS-CRIME LAB	1900 WOODROW WILSON

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**PROJECT NUMBER 38328  
MASTER CABLING AGREEMENT  
BETWEEN**

---

**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 <Vendor Name>, a <State of Incorporation> having its principal place of business at <Vendor Address> (hereinafter referred to as "Contractor"), and Mississippi Department of Information Technology Services having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS"), as contracting agent for the agencies and institutions of the State of Mississippi (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State".

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

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

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

**ARTICLE 1 TERM OF AGREEMENT**

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

**ARTICLE 2 MODIFICATION OR RENEGOTIATION**

This Master Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to

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

### **ARTICLE 3 INCLUDED PARTIES**

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

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

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

### **ARTICLE 5 ORDERS**

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

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

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

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

to express that this Master Agreement may be substituted or used in lieu of a formal procurement process.

## **ARTICLE 6 METHOD OF PAYMENT**

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

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

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

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

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

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

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

**7.5** Contractor warrants that all equipment shall be properly delivered, installed and

integrated, if necessary, for acceptance testing within the scheduling deadlines set forth by Customer as the site is deemed ready for installation. Contractor shall provide Customer with an installation schedule identifying the date, time and location within the scheduling deadlines agreed to by the parties.

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

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

## **ARTICLE 8 TITLE TO EQUIPMENT**

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

## **ARTICLE 9 SCOPE OF SERVICES**

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

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

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

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

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

**9.6** Upon completion of the work, Contractor agrees to remove from the premises all construction equipment and debris resulting from the work and leave all parts of the premises affected by the work clean. Further, Contractor agrees that it will be responsible for any structural damage to the buildings and grounds caused by its work operations for the duration of the warranty period of the system and that it will be responsible for replacing, restoring or bringing to at least original condition any damage to floors, ceilings, walls, furniture, grounds, pavements, sidewalks, and the like, caused by its personnel and operations, subject to the final approval of Customer. Contractor shall employ workers with the specific skills required to make needed repairs and shall use the identical type and quality of materials originally used to construct any property damaged by Contractor.

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

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

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

#### **ARTICLE 10 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS**

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff and/or student body, will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations to install or repair equipment shall be covered by Contractor's comprehensive general liability insurance policy.

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

**11.1** As a condition precedent to the formation of the agreement between Contractor and Customer, the Contractor shall provide a payment bond as herein described. To secure the prompt payment of all persons supplying labor or materials used in the performance of work under any underlying LOC, or Cabling EPL purchase, the Contractor shall procure, submit to the State with the executed supplement/purchase order, and maintain in effect at all times during the course of its work under the underlying LOC, or Cabling EPL purchase, a payment bond in the total amount of the contract amount. The bond shall be made by a surety company which is

authorized to do business in the State of Mississippi and listed on the United States Treasury Department's list of acceptable sureties. The bond shall be accompanied by a duly authenticated or certified document identifying the name and address of the person or entity holding the payment bond, and identifying a contact person to be notified in the event action against the bond is necessary. The term of the payment bond shall be concurrent with the term of the supplement/purchase order and shall not be released to Contractor until all services required under same have been completed and accepted by Customer, and all persons supplying labor or materials in the performance of work under the supplement/purchase order have been paid in full by the Contractor. The payment bond shall be procured at Contractor's expense and be payable to the State of Mississippi. Prior to approval of the payment bond, the State reserves the right to review the bond and require Contractor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by Contractor. The bond must specifically refer to the underlying LOC or Cabling EPL purchase, and supplement/purchase order and shall bind the surety to all of the terms and conditions of same and of this Master Agreement.

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

## **ARTICLE 12 WARRANTIES**

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

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

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

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

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

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

**12.7** Unless a longer warranty period is specified in the supplement/purchase order, the underlying LOC, if any, or in the Contractor's Proposal in response to the underlying LOC, Contractor represents and warrants, for a period of twelve (12) months after acceptance by Customer of the installed system, that all work hereunder has been performed in a good and workmanlike manner and consistent with generally accepted industry standards. For any breach of this warranty, Contractor shall perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services.

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

**12.9** Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work

within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**12.10** Contractor represents and warrants that no official or employee of Customer or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Contractor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Contractor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

**12.11** The Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

**12.12** Contractor understands and agrees that some, all or none of the purchases made under this Master Agreement may be funded by the American Recovery and Reinvestment Act of 2009 (hereinafter referred to as “ARRA”) and, as such, represents and warrants that for any ARRA purchases, it will comply with the requirements of ARRA as set forth in Exhibit A, which is attached hereto and incorporated herein by reference and will maintain adequate records to verify its full compliance with those requirements.

### **ARTICLE 13 INFRINGEMENT INDEMNIFICATION**

Contractor represents and warrants that neither the equipment/products, replacement parts, their elements nor the use thereof violates or infringes on any copyright, patent, trade secret or other proprietary right of any person or entity. Customer shall notify Contractor promptly of any infringement claim of which it has knowledge, and shall cooperate with Contractor in the defense of such claim by supplying information, all at Contractor’s expense. Contractor, at its own expense, shall defend or settle any and all infringement actions filed against Contractor or Customer which involve the items provided under this Master Agreement and shall pay all costs, attorney fees, damages and judgment finally awarded against Customer. If, in any such suit arising from such claim, the continued use of the items for the purpose intended is enjoined or threatened to be enjoined by any court of competent jurisdiction, Contractor shall, at its expense: (a) first procure for Customer the right to continue using such items, or upon failing to procure such right, (b) replace or modify them with non-infringing items, or upon failing to secure either such right, (c) refund to Customer the purchase price previously paid by Customer for the materials Customer may no longer use. Said refund shall be paid within ten (10) working days of notice to Customer to discontinue said use.

### **ARTICLE 14 EMPLOYMENT STATUS**

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

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

**14.3** Any person assigned by Contractor to perform the services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. Customer may, however, direct Contractor to replace any of its employees under this Agreement. If Contractor is notified within the first eight (8) hours of assignment that the person is

unsatisfactory, Contractor will not charge Customer for those hours.

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

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

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

**15.2** Neither party may assign or otherwise transfer the supplement/purchase order and/or this Master Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. The supplement/purchase order and this Master Agreement shall be binding upon the parties' respective successors and assigns.

**15.3** Contractor must obtain the written approval of Customer before subcontracting any portion of the supplement/purchase order and this Master Agreement. No such approval by Customer of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer in addition to the total fixed price agreed upon in the supplement/purchase order. All subcontracts shall incorporate the terms of the supplement/purchase order and this Master Agreement and shall be subject to the terms and conditions of same and to any conditions of approval that Customer may deem necessary.

**15.4** Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Customer, and that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor and that the Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Contractor. The Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

**15.5** All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Contractor and the Customer, where such dispute affects the subcontract.

## **ARTICLE 16 AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of Customer to proceed under this Master Agreement and the supplement/purchase order is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Master Agreement. If the funds anticipated for the fulfillment of this Master Agreement and the supplement/purchase order are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Master Agreement, Customer shall have the right to immediately terminate the supplement/purchase order and this Master Agreement as to itself only, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under the supplement/purchase order and this Master Agreement. Any payment due Contractor for services rendered by Contractor prior to termination and received by Customer shall be paid.

## **ARTICLE 17 TERMINATION**

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

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

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

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

## **ARTICLE 18 GOVERNING LAW**

This Master Agreement and each supplement/purchase order shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractor submits to the jurisdiction of the

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

#### **ARTICLE 19 WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Master Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

#### **ARTICLE 20 SEVERABILITY**

If any term or provision of this Master Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Master Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

#### **ARTICLE 21 CAPTIONS**

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

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

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate Customer, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform the supplement/purchase order and this Master Agreement.

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

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

may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

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

Contractor warrants that it is a validly organized business with valid authority to enter into this Master Agreement; that entry into and performance under this Master Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Master Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Master Agreement.

#### **ARTICLE 25 NOTICE**

Any notice required or permitted to be given under this Master Agreement shall be in writing and personally delivered or sent by facsimile provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS's address for notice is: Mr. David L. Litchliter, Executive Director, Mississippi Department of Information Technology Services, 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201. The Contractor's address for notice is: <Vendor name and address>. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

#### **ARTICLE 26 RECORD RETENTION AND ACCESS TO RECORDS**

Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Master Agreement and the supplement/purchase order. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Master Agreement and to any of the Contractor's proposals, books, documents, papers and/or records that are pertinent to this Master Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Master Agreement and the supplement/purchase order shall be retained by the Contractor for three (3) years from the date of receipt of final payment under this Master Agreement and the supplement/purchase order. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

#### **ARTICLE 27 INSURANCE**

Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Specifically, in keeping with Section 31-5-51 (7) of the 1972 Mississippi Code Annotated, as amended, Contractor shall, at its expense, procure

and maintain general liability insurance coverage in an amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage. Contractor shall furnish Customer with a certificate of conformity providing the aforesaid coverage.

## **ARTICLE 28 DISPUTES**

**28.1** Should disputes arise with respect to the supplement/purchase order and/or this Master Agreement, Contractor and Customer agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the supplement/purchase order and/or this Master Agreement. Should Contractor fail to continue without delay to perform its responsibilities under the supplement/purchase order and/or this Master Agreement in the accomplishment of all work, any additional costs incurred by Contractor or Customer as a result of such failure to proceed shall be borne by Contractor and Contractor shall make no claim against Customer for such costs.

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

**A.** The parties agree to resolve such matters through submission of their dispute to the Executive Director of ITS, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the parties within ten (10) calendar days after presentation of such dispute for his/her decision.

**B.** Customer may withhold payments on disputed items pending resolution of the dispute. The withholding of such payments shall not constitute cause for termination or suspension of the supplement/purchase order and/or this Master Agreement by Contractor.

**C.** Disagreement with the Executive Director's decision by either party shall not constitute a breach under the terms of this Master Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

## **ARTICLE 29 COMPLIANCE WITH LAWS**

Contractor shall comply with, and all activities under the supplement/purchase order and this Master Agreement shall be subject to, all Customer policies and procedures, and all applicable federal, state and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of the supplement/purchase order and this Master Agreement because of race, creed, color, sex, age, national origin or disability.

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

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

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

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

### **ARTICLE 32 SOVEREIGN IMMUNITY**

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

### **ARTICLE 33 CONFIDENTIAL INFORMATION**

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

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

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

Each person signing the supplement/purchase order or this Master Agreement represents that he or she has read the supplement/purchase order and this Master Agreement in its entirety, understands its terms, is duly authorized to execute the supplement/purchase order or this Master Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, the supplement/purchase order and this Master Agreement shall not be construed or interpreted in favor of or against the State or the Contractor on the basis of draftsmanship or preparation hereof.

### **ARTICLE 35 SURVIVAL**

Articles 8, 12, 13, 18, 22, 26, 30, 32, 33, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of the supplement/purchase order or this Master Agreement.

### **ARTICLE 36 ENTIRE AGREEMENT**

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

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

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

**36.3** The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Contractor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such

documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document (“A. This Master Agreement”) and the lowest document is listed last (“H. Contractor’s Proposal”).

**ARTICLE 37 DEBARMENT AND SUSPENSION CERTIFICATION**

Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Master Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Master Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

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

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

**<Vendor Name>**

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

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

**Printed Name: David L. Litchliter**

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

**Title: Executive Director**

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

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

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

## EXHIBIT A

### Reporting and Registration Requirements Under Section 1512 of the American Recovery and Reinvestment Act of 2009.

The recipient\* agrees to the following reporting and registration requirements of Section 1512 of the American Recovery and Reinvestment Act and in accordance with 2 CFR § 176.50, if applicable:

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first tier recipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

(e) The contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to title XV, Section 1512 of the ARRA, the State shall require that the contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

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\*As used here and hereafter, recipient means "any entity other than an individual that receives Recovery Act funds in the form of a grant, cooperative agreement or loan directly from the Federal Government." 2 CFR § 176.30.

**Required Use of American Iron, Steel, and Manufactured Goods Not Covered Under International Agreements Under Section 1605 of the American Recovery and Reinvestment Act of 2009.**

The recipient agrees to the following required use of American Iron, Steel, and Manufactured Goods of Section 1605 of the American Recovery and Reinvestment Act and in accordance with 2 CFR §176.140 when awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that does not involve iron, steel, and/or manufactured goods covered under international agreements, if applicable:

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

- (i) Processed into a specific form and shape; or
- (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multiState, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring that all iron, steel, and

manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:  
[Award official to list applicable excepted materials or indicate “none”]

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

- (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
- (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
- (B) Unit of measure;
- (C) Quantity;
- (D) Cost;
- (E) Time of delivery or availability;
- (F) Location of the project;
- (G) Name and address of the proposed supplier;

and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is

nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good .....	_____	_____	_____
Domestic steel, iron, or manufactured good .....	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good .....	_____	_____	_____
Domestic steel, iron, or manufactured good .....	_____	_____	_____
<i>[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]</i>			
<i>[Include other applicable supporting information.]</i>			
<i>[*Include all delivery costs to the construction site.]</i>			

**Required Use of American Iron, Steel, and Manufactured Goods  
Covered Under International Agreements Under Section 1605 of the  
American Recovery and Reinvestment Act of 2009.**

*The recipient agrees to the following required use of American Iron, Steel, and Manufactured Goods (covered under International Agreements) of Section 1605 of the of the Recovery and Reinvestment Act and in accordance with 2 CFR §176.160 when awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that involves iron, steel, and/or manufactured goods materials covered under international agreements, if applicable:*

(a) *Definitions.* As used in this award term and condition—

*Designated country—*

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom);
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or
- (3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

*Designated country iron, steel, and/or manufactured goods—*

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

*Domestic iron, steel, and/or manufactured good—*

- (1) Is wholly the growth, product, or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

*Foreign iron, steel, and/or manufactured good* means iron, steel, and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

*Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

*Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multiState, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

*Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.*

(1) The award term and condition described in this section implements—

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

*[Award official to list applicable excepted materials or indicate “none”]*

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that—

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;

or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or

relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country

iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good .....	_____	_____	_____
Domestic steel, iron, or manufactured good .....	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good .....	_____	_____	_____
Domestic steel, iron, or manufactured good .....	_____	_____	_____
[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]			
[Include other applicable supporting information.]			
[*Include all delivery costs to the construction site.]			

**Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act.**

*The recipient agrees to the following wage rate requirements of Section 1606 of the Recovery and Reinvestment Act and in accordance with 2 CFR §176.190 when issuing announcements or requesting applications for Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair, if applicable:*

When issuing announcements or requesting applications for Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair the agency shall use the award term described in the following paragraphs:

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the DavisBacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard DavisBacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard DavisBacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of DavisBacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

**Recipient Responsibilities regarding tracking and documenting Expenditures under the American Recovery and Reinvestment Act of 2009.**

*The recipient agrees to the following tracking and documenting responsibilities required by Section 1606 of the Recovery and Reinvestment Act and in accordance with 2 CFR §176210, if applicable:*

- (a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111– 5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 “Uniform Administrative Requirements for Grants and Agreements” and OMB Circular A–102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.
- (b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, “Audits of States, Local Governments, and NonProfit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.
- (c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.
- (d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

**Requirement to Comply with Provision of Section 902 of the American Recovery and Reinvestment Act of 2009**

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) Examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) Interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

**Required Whistleblower Protection Under Section 1553 of the American Recovery and Reinvestment Act of 2009.**

Section 1153 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5, provides protections for certain individuals who make specified disclosures relating to recovery Act funds. Any non-federal employer receiving recovery funds is required to post a notice of the rights and remedies provided under this section of the Act.

**Required Provision Noting Authority of Inspector General in of Section 1515(a) of the American Recovery and Reinvestment Act of 2009**

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

**Required Provision to Comply with NEPA and NHPA**  
*Construction, Renovation, and Remodeling Projects Only*

ARRA funded projects may be required to comply with the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), and related statutes, including requirements for plans and projects to be reviewed and documented in accordance with those processes. If the ARRA program from which funds are to be expended requires such language, then NEPA and NHPA requirements may need to be included in contracts or sub-grants. Such language would be dependent on federal oversight agency guidance as well as from the following: [http://nepa.gov/nepa/regs/CEQ\\_1609\\_NEPA\\_Guidance\\_03-12.pdf](http://nepa.gov/nepa/regs/CEQ_1609_NEPA_Guidance_03-12.pdf) (NEPA only)

**Requirement to Acknowledge Availability and Use of Funds**

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

**Requirement Regarding Federal, State and Local Tax Obligations**

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

**Requirement to Comply with Anti-Discrimination and Equal Opportunity Statutes**

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, ARRA Recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

### **Requirement to Comply With All Other ARRA Requirements**

The contractor will comply with any other requirements of ARRA, upon notification by this entity.

### **Requirement to Comply with E-Verification Provision of Section 71-11-3 of the Mississippi Code of 1972, as amended**

The respondent represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (§71-11-3 of the Mississippi Code of 1972, as amended) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject contractor to the following:

- (a) termination of this Agreement and ineligibility for any State or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (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 both.
- (c) 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.