mississippi department of
Information Technology Services

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

Memorandum for General RFP Configuration

To: Vendor with current valid proposal for General RFP #3608 for Computer Hardware and Software

From: Craig P. Orgeron, Ph.D. CPO

CC: ITS Project File Number 41755

Date: January 12, 2015

Subject: Letter of Configuration (LOC) Number 41775 for the purchase and installation of inside communication cable for Mississippi State University (MSU)

Contact Name: Chris Nix

Contact Phone Number: 601-432-8041

Contact E-mail Address: Chris.Nix@its.ms.gov

The Mississippi Department of Information Technology Services (ITS) is seeking the hardware and services described below on behalf of Mississippi State University (MSU). Our records indicate that your company currently has a valid proposal on file at ITS in response to General RFP #3608 for Communications Cabling. Our preliminary review of this proposal indicates that your company offers products and services that may meet the requirements of this project; therefore, we are requesting your configuration assistance for the components described below.

1. GENERAL LOC INSTRUCTIONS

1.1 Beginning with Item 3, label and respond to each outline point as it is labeled in the LOC.

1.2 The Vendor must respond with "ACKNOWLEDGED," "WILL COMPLY," or "AGREED" to each point in the LOC including the attached *Supplement to Master Cabling Agreement*, (Attachment C), as follows:

1.2.1 "ACKNOWLEDGED" should be used when a Vendor response or Vendor compliance is not required. "ACKNOWLEDGED" simply means the Vendor is confirming to the State that he read the statement. This is commonly used in sections where the agency's current operating environment is described or where general information is being given about the project.

1.2.2 "WILL COMPLY" or "AGREED" are used interchangeably to indicate that the Vendor will adhere to the requirement. These terms are used to respond to statements that specify that a

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Vendor or Vendor's proposed solution must comply with a specific item or must perform a certain task.

1.3 If the Vendor cannot respond with "ACKNOWLEDGED," "WILL COMPLY," or "AGREED," then the Vendor must respond with "EXCEPTION." (See instructions in Item 10 regarding Vendor exceptions.)

1.4 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested in addition to "WILL COMPLY" or "AGREED".

1.5 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. GENERAL OVERVIEW AND BACKGROUND

nSPARC (National Strategic Planning and Analysis Research Center) of Mississippi State University (MSU) is constructing new offices in Starkville, Mississippi at "The Mill" development which is a partnership between both public and private groups including MSU. This Letter of Configuration (LOC) will be used to establish inside communications cabling and network infrastructure for the new office space.

3. PROCUREMENT PROJECT SCHEDULE

Task	Date
Release of LOC	Monday, January 12, 2015
Mandatory Vendor Conference	Wednesday, January 14, 2015 at 2:00 P.M. Central Time
Deadline for Vendors' Written Questions	Friday, January 16, 2015 at 3:00 p.m. Central Time
Addendum with Vendors' Questions and Answers	Friday, January 23, 2015
Proposals Due	Wednesday, January 28, 2015 at 3:00 p.m. Central Time
Proposal Evaluation	January 28 – February 3, 2015
Notification of Award	Tuesday, February 3, 2015
Contract Negotiations	February 3, 2015 – February 17, 2015
Installation	February 18, 2015 – March 30, 2015
Acceptance	30 days after completion

4. STATEMENTS OF UNDERSTANDING

4.1 The Vendor must provide pricing for all hardware, maintenance, and support for the proposed solution.

4.2 Proposed equipment must be new from the manufacturer and qualify for warranty and maintenance services.

4.3 Vendor must be aware that ITS reserves the right to make additional purchases at the proposed prices for a six (6) month period.

4.4 Vendor must be aware that ITS reserves the right to award this project to one or more Vendors if advantageous to the State.

4.5 Vendor must be aware that the specifications detailed below are minimum requirements. Should Vendor choose to exceed the requirements, Vendor must indicate in what manner the requirements are exceeded.

4.6 All specifications listed in this document are intended to be open and competitive. Vendors are encouraged to question any specification that appears to be closed and/or restricts competition.

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

4.8 **A Mandatory Vendor Conference will be held Wednesday, January 14, 2015 at 2:00 P.M. Central Time in the MSU Infrastructure Services offices at 605 Stone Blvd. on the campus of Mississippi State University in Starkville, Mississippi. Drawings will be provided. Any proposal received from a Vendor who did not have an authorized representative at the Vendor Conference will be rejected. No exceptions will be granted to this requirement.**

4.9 Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the

status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

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

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

4.12 From the issue date of this LOC until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this LOC with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this LOC must be submitted in writing to the State's Contact Person for the selection process, no later than the last date for accepting responding Vendor questions provided in this LOC. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this LOC. **Vendors failing to comply with this requirement will be subject to disqualification.**

4.12.1 The State contact person for the selection process is: Chris Nix Technology Consultant, 3771 Eastwood Drive, Jackson, Mississippi 39211, 601-432-8041, Chris.Nix@its.ms.gov.

4.12.2 Vendor may consult with State representatives as designated by the State contact person identified in 4.12.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

4.13 Subject to acceptance by ITS, the Vendor acknowledges that by submitting a proposal, the Vendor is contractually obligated to comply with all items in this LOC, including the *Supplement to Master Cabling Agreement*, Attachment C if included herein, except those listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors may not later take exception to any point during contract negotiations.

4.14 Vendor will be responsible for all necessary permits including city, county, state and federal permits and regulations prior to beginning work.

4.15 Vendor must follow all **SAFETY GUIDELINES as instituted by O.S.H.A.** Any individual member of the selected Vendor's project team that violates these guidelines will be instructed to leave the project site immediately.

4.16 Vendor must properly seal all applicable service entrances.

4.17 Vendor must provide a set of As-built drawings in CAD or hard copy showing the locations of and identifiers for:

4.17.1 Cable routing, terminations, and cable counts

4.17.2 Wall, ceiling, and floor penetrations

4.18 Vendor must provide and install pull string for all Vendor supplied innerduct or conduit.

4.19 Vendor must ensure proper separation for all cables from sources of EMI.

4.20 Vendor must ensure that all grounding/earthing and bonding shall be performed in accordance with applicable codes and regulations. Vendor must observe the requirements of IEC 1000-5-2 and ANSI/TIA/EIA-607 throughout the entire cabling system.

4.21 Vendor must test all copper cables in accordance with ANSI/TIA/EIA-568-B.1 standards for wire map, attenuation, length, NEXT (pair-to-pair and power sum), FEXT and ELFEXT (pair-to-pair and power sum), return loss, propagation delay, and delay skew.

4.22 Vendor must test all fiber cables for length, polarity, and attenuation at 850 nm or 1300nm for 50/125 micron multimode (MM) and 1310 nm or 1550 nm for the appropriate single mode (SM) cable in at least one direction. Length must be tested using an OTDR. The warranty shall be for link and/or channel coverage for horizontal and backbone cables. The testing performed must be done in accordance with the type of warranty required.

4.23 Vendor must provide and install only approved and suitable materials.

4.23.1 SM fiber must be 8.7/125 micron

4.23.2 MM fiber must be 50/125 micron OM3 laser optimized

4.23.3 Copper feeder cables must be 100Ω UTP cables

4.24 All fiber must be installed in innerduct for proper protection.

4.25 Vendor must select pathways to protect the minimum bend radius and pulling tensions of all cables as detailed within the manufacturer's specifications for both during and after installations.

4.26 Vendor must comply with standards and codes regarding plenum spaces when routing cable through plenum environments.

4.27 All drops are to be tested to EIA/TIA specifications or better for CAT6. These runs must support numerous network applications including ATM, SONET, Gigabit Ethernet and ESCON. **A copy of the results must be provided to MSU in writing or electronically upon project completion.**

4.28 Vendor must ensure that all cables routed through suspended ceilings are not draped across ceiling tiles. Cable supports must be mounted a minimum of 12 inches above the ceiling grid supporting the tiles. Cable supports must be structurally independent of the suspended ceiling, its framework, or supports, and not be spaced more than 1.5 m (5ft) apart. Vendors must ensure that the tie wraps used for this project are not tightened to the point of deforming or crimping the cable sheath.

4.29 All fiber must be terminated using LC connectors.

4.30 All copper and fiber cables shall be Plenum rated.

4.31 Vendors must properly install firestop systems to prevent or retard the spread of fire, smoke, water, and gases through the building. All firestop systems must be installed in accordance with ANSI/TIA/EIA-569-A, ANSI/NFPA-70, and all other local, state, and national guidelines.

4.32 Vendor must provide enough slack for all CAT6 cabling mounted on the backboard to allow re-termination in the racks for data. This will allow for all drops to be easily converted to data rather than installing additional cable should the need arise.

4.33 Vendor must label each termination and the labeling schemes must be acceptable to MSU. Magic marker and/or pen are not acceptable. A complete

wiring diagram with this labeling scheme must be provided to MSU upon project completion.

5. FUNCTIONAL/TECHNICAL SPECIFICATIONS

5.1 Vendor must provide and install 12 strand MM and 12 strand SM from the 1st floor Entrance Facility (EF) to the 2nd floor nSPARC /MSU IDF.

5.2 Vendor must provide and install one 100 pair copper (plenum) feeder cable from Entrance Facility (EF) to the 2nd floor nSPARC /MSU IDF.

5.3 Fiber must be terminated in a rack mount LIU with LC connectors/couplers.

5.4 Vendor must provide and install one HOFFMAN EWMW482825 cabinet, double hinged 48"X28"X25" wall mount rack in the 1st floor (EF) for termination of OSP and riser fibers. Each rack must be secured with lag bolts

5.5 Vendor must provide and install 3 Chatsworth 84"X19" (CPI 55053-503) open brushed aluminum racks with vertical and horizontal wire management in the 2nd floor nSPARC/MSU IDF for termination of riser fibers along with CAT6 and copper feeder cable. Each rack must be secured to the floor with lag bolts

5.6 Vendor must provide and install a 12" wide cable tray from the rack to the wall in the 2nd floor nSPARC IDF room.

5.7 Vendor must provide and install 37±3 plenum quad drops consisting of four CAT6 cables for data.

5.8 Vendor must provide and install 37±3 plenum triple drops consisting of three CAT6 cables for data.

5.9 Vendor must provide and install 177±3 plenum double drops consisting of two CAT6 cables for data.

5.10 Vendor must provide and install 116±3 plenum single drops consisting of one CAT6 cables for data.

5.11 Vendor must provide and install 3 card access control drops consisting of one CAT6 (white) and one 12/2 stranded (white) cables for door access control in the nSPARC office space.

5.12 Vendor must provide one underground Coyote splice case and splice 24 strands of SM fiber.

5.13 If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at

no additional cost. This includes, but is not limited to, all cabling, connectors, raceway, etc. necessary to render the configuration fully operational.

6. Hardware Requirements

6.1 MSU has a campus standard for the following materials. Vendor must propose the following materials where applicable.

6.1.1 Corning 12 strand Multimode 50/125 OM3 laser optimized riser rated fiber optic cable

6.1.2 Corning 12 strand Singlemode 8/125 riser rated fiber optic cable

6.1.3 Corning fiber enclosures - PCH-01U, PCH-02U, PCH-03U, PCH-04U

6.1.4 Corning fiber enclosure adapter panels - CCH-CP-06-A9, CCH-CP-12-A9, CCH-CP-06-D3, CCH-CP-12-D3.

6.1.5 Panduit MINI-COM Cat 6 module (data) (green) - CJ688TPGR

6.1.6 Panduit 24 port voice patch panel with RJ21 female-VP24382TV25Y

6.1.7 Panduit flush mount 24, 48, or 72 port patch panels– CPPxxFMWBLY

6.1.8 Chatsworth 84"X19" (CPI 55053-503) open brushed aluminum racks

6.1.9 Panduit stainless steel faceplates with labels. 2, 4, or 6 port openings - CFPLxSY

6.1.10 Panduit 106 bezel for floor box single gang terminations -CF106WH

6.1.11 Panduit horizontal cable management between all patch panels – CMPHx

6.1.12 Panduit vertical cable management on all equipment racks – WMPV45

6.1.13 HOFFMAN wall cabinet, double hinged, 48"x28"x25" EWMW482825

6.1.14 Data/ Voice horizontal cable - General GenSpeed 6000e or Berk-Tek Lanmark 1000, CAT6 UTP, blue (Plenum)

6.1.15 Door Card Access control cable - CAT6 white (Plenum)

6.2 Remaining non-manufacturer specific materials:

6.2.1 66 Blocks w/blue board (Vendor to determine quantity) – State a unit cost.

6.2.2 100 pair 100Ω UTP Copper Backbone Cable (Vendor to determine quantity) – State a unit cost.

6.2.3 18/2 Stranded (white) access control cable (Vendor to determine quantity) – State a unit cost.

7. INSTALLATION

7.1 Vendor must provide a not-to-exceed cost for installation as described in RFP No. 3608. Please see *Cost Information Form* (Attachment A).

7.2 Vendor must provide a unit cost for additional CAT6 cable drops.

8. WARRANTY/MAINTENANCE

Vendor must state the length of warranty for proposed installation. At a minimum, vendor must provide a twelve (12) month on-site system warranty covering all materials and labor to correct any defect in the cable system and installation shall be part of the proposal. Warranty will begin upon acceptance of the installed system.

9. ADDITIONAL REQUIREMENTS

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

9.2 Vendor must specify the discounted price for each item. Freight is FOB destination. No itemized shipping charges will be accepted.

9.3 If Vendor proposes more than one alternative (no more than two), Vendor is responsible for identifying the alternative believed to be the best fit to meet the specified requirements.

9.4 A properly executed contract is a requirement of this LOC. After an award has been made, it will be necessary for the winning Vendor to execute a Supplement to his Master Cabling Agreement with ITS. A Standard Supplement to the Master Cabling Agreement has been attached for your review. The inclusion of this Supplement to the Master Cabling Agreement does not preclude ITS from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this LOC. If Vendor cannot comply with any term or condition of this Supplement to the Master Cabling Agreement, Vendor must list and explain each specific exception on the Proposal Exception Summary Form explained in Section 10 and attached to this LOC. Winning

Vendor must be willing to sign the attached Supplement to the Master Cabling Agreement within 10 working days of the notice of award. If the Supplement to the Master Cabling Agreement is not executed within 10 working day period, ITS reserves the right to negotiate with the next lowest and best vendor in the evaluation.

9.5 Vendor must provide the state of incorporation of the company and a name, title, address, telephone number and e-mail for the "Notice" article of the contract.

10. PROPOSAL EXCEPTIONS

10.1 Vendor must return the attached *Proposal Exception Summary Form*, Attachment B, with all exceptions listed and clearly explained or state "No Exceptions Taken." If no Proposal Exception Summary Form is included, the Vendor is indicating that no exceptions are taken.

10.2 Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this memorandum, including a specification denoted as mandatory, as long as the following are true:

10.2.1 The specification is not a matter of State law;

10.2.2 The proposal still meets the intent of the procurement;

10.2.3 A *Proposal Exception Summary Form* (Attachment B) is included with Vendor's proposal; and

10.2.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form* (Attachment B).

10.3 The Vendor has no liability to provide items to which an exception has been taken. ITS has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and ITS will discuss each exception and take one of the following actions:

10.3.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;

10.3.2 ITS will determine that the exception neither poses significant risk to the project nor undermines the intent of the procurement and will accept the exception;

10.3.3 ITS and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or,

10.3.4 None of the above actions is possible, and ITS either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.

10.4 Should ITS and the Vendor reach a successful agreement, ITS will sign adjacent to each exception which is being accepted or submit a formal written response to the Proposal Exception Summary responding to each of the Vendor's exceptions. The Proposal Exception Summary, with those exceptions approved by ITS, will become a part of any contract on acquisitions made under this procurement.

10.5 An exception will be accepted or rejected at the sole discretion of the State.

10.6 The State desires to award this LOC to a Vendor or Vendors with whom there is a high probability of negotiating a mutually agreeable contract, substantially within the standard terms and conditions of the State's LOC, including the *Supplement to Master Cabling Agreement*, Attachment C, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this LOC, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

10.7 For Vendors who have successfully negotiated a contract with ITS in the past, ITS requests that, prior to taking any exceptions to this LOC, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to ITS or participated in contract negotiations with ITS on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

11. SCORING METHODOLOGY

11.1 An Evaluation Team composed of MSU and ITS staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.

11.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.

11.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.

11.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be

assigned based on the assessment of the evaluation team. These points will be added to the total score.

11.1.4 For the evaluation of this LOC, the Evaluation Team will use the following categories and possible points:

Category	**Possible Points**
Cost	100
Total Base Points	100
Value Add	5
Maximum Possible Points	**105**

11.2 The evaluation will be conducted in three stages as follows:

11.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the LOC requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this LOC with regard to content, organization/format, Vendor experience, timely delivery, and must be responsive to all mandatory requirements. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

11.3 Stage 2 – Cost Evaluation

11.3.1 Points will be assigned using the following formula:

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

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for this acquisition

In simpler terms, lowest price gets a perfect score. A proposal that is 20% more expensive than the lowest priced offering gets 20% fewer points.

11.3.2 When the above formula would result in a negative cost score (i.e. the lifecycle cost of the proposal being scored is more than twice

that of the lowest valid proposal), the cost score is set to zero, rather than deducting points from the Vendor's score.

11.3.3 Cost categories and maximum point values are as follows:

Cost Category	**Possible Points**
Lifecycle Cost	100
Maximum Possible Points	**100**

11.4 Stage 3 – Selection of the successful Vendor

12. PROPOSAL SUBMISSION

12.1 Please use the attached *Cost Information Form* (Attachment A) to provide cost information. Follow the instructions on the form. Incomplete forms will not be processed.

12.2 In addition to providing *Cost Information Form* and *Proposal Exception Summary Form* (if applicable), Vendors must submit a proposal in response to this LOC as explained in Item 1. Vendors who do not provide this detail may be eliminated from further consideration.

13. DELIVERY INSTRUCTIONS

13.1 **Vendor must deliver the response to Chris Nix at ITS no later than Wednesday, January 28, 2015, at 3:00 P.M. (Central Time).** Responses may be delivered by hand, via regular mail, overnight delivery, e-mail, or by fax. Fax number is (601) 713-6380. ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF PROPOSALS. It is solely the responsibility of the Vendor that proposals reach ITS on time. Vendors should contact Chris Nix to verify the receipt of their proposals. Proposals received after the deadline will be rejected.

13.2 If you have any questions concerning this request, please e-mail Chris Nix of ITS at Chris.Nix@its.ms.gov. **Any questions concerning the specifications detailed in this LOC must be received no later than Friday, January 16, 2015, at 3:00 P.M. (Central Time)**.

Enclosures: Attachment A, Cost Information Form
Attachment B, Proposal Exception Summary Form
Attachment C, Supplement to Master Cabling Agreement

ATTACHMENT A
COST INFORMATION FORM – LOC NUMBER 41775

Please submit all unit and extended costs, as well as all required supporting details and other requested information, using the format below.

Send your completed Cost Information Form, along with your point-by-point response to the LOC, a completed Reference Information Form, and your Proposal Exception Summary Form, to the Technology Consultant listed below on or before the date and time indicated in the Procurement Project Schedule. If all necessary information is not included, your response cannot be considered.

ITS Technology Consultant Name: **Chris Nix** **RFP #** **3608**

Company Name: _____ **Date:** _____

Contact Name: _____ **Phone #:** _____

Contact E-mail: _____

MFG	MFG #*	DESCRIPTION	QTY	UNIT COST	EXTENDED COST**

If any of the items below are included in Vendor's proposal they must be detailed below.

Warranty:
Installation:**
Maintenance:
Training:

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

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

ATTACHMENT B
PROPOSAL EXCEPTION SUMMARY FORM

ITS LOC Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	

ATTACHMENT C
Supplement to Master Cabling Agreement

PROJECT NUMBER 41775
SUPPLEMENT TO
MASTER CABLING AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR
MISSISSIPPI STATE UNIVERSITY

This document shall serve as a Supplement to the original Master Cabling Agreement executed on INSERT DATE EXECUTED and amended on INSERT DATE(S) AMENDED between INSERT VENDOR NAME, a INSERT STATE OF INCORPORATION corporation having its principal place of business at INSERT VENDOR ADDRESS (hereinafter referred to as "Contractor") and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for Mississippi State University, located at 262 Lee Boulevard, Mississippi State, Mississippi 39762 (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State."

WHEREAS, ITS, pursuant to Request for Proposals ("RFP") Number 3608 requested proposals for the acquisition of a master contract containing the terms and conditions which will govern any orders placed by state agencies and institutions for inside/outside communications cabling;

WHEREAS, the Contractor was a successful respondent in regard to RFP No. 3608;

WHEREAS, ITS subsequently issued Letter of Configuration Number 41775 dated INSERT DATE OF PUBLICATION (hereinafter referred to as "LOC") requesting proposals for a specific inside/outside cabling project on behalf of Mississippi State University; and

WHEREAS, Contractor was the successful proposer in an open, fair and competitive procurement process;

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

1) This Supplement will become effective on the date it is signed by all parties and will continue in effect until all tasks required herein have been completed. Contractor agrees to complete all tasks required under this Supplement and the LOC, with the exception of warranty service and post warranty maintenance, on or before INSERT DATE, or within such other period as may be agreed to by the parties.

2) Contractor agrees to provide Customer and Customer agrees to buy as needed the items listed in the attached "Exhibit A," which is incorporated herein and at the purchase price

set forth therein, but in no event will the total compensation to be paid hereunder exceed the specified sum of $INSERT TOTAL $ AMOUNT unless prior written authorization from ITS has been obtained. The parties understand and agree that this acquisition is subject to and controlled by the terms and conditions set forth in the Master Cabling Agreement.

3) It is agreed by the parties hereto that time is of the essence, and that in the event of a delay in the delivery and installation deadlines or delay in the satisfactory completion and acceptance of this project due to action or inaction of the Contractor, excluding delays due to acts of God or third parties beyond the control of the Contractor, damage shall be sustained by Customer. In the event of a delay as described herein, Contractor shall pay Customer, within five (5) calendar days from the date of receipt of notice, fixed and liquidated damages of $250.00 per day for each calendar day of delay caused by Contractor. Customer may offset amounts due it as liquidated damages against any monies due Contractor under this Supplement. Customer will notify Contractor in writing of any claim for liquidated damages pursuant hereto on or before the date Customer deducts such sums from money payable to Contractor. Any liquidated damages assessed are in addition to and not in limitation of any other rights or remedies of Customer.

4) Contractor shall procure, submit to the State with this executed Supplement, and maintain in effect at all times during the course of this project, a performance bond in the total amount of this Supplement. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the performance bond, and shall identify a contact person to be notified in the event the State is required to take action against the bond. The term of the performance bond shall be concurrent with the term of this Supplement and shall not be released to Contractor until all services required herein have been completed and accepted by Customer. The performance bond shall be procured at Contractor's expense and be payable to Customer. Prior to approval of the performance bond, the Customer 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 Contractor shall pay the premiums on such bond. The bond must specifically refer to this Project and shall bind the surety to all of the terms and conditions of this Supplement. If this Supplement is terminated due to the Contractor's failure to comply with the terms thereof, the Customer may claim against the performance bond.

5) 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 this Supplement, the Contractor shall procure, submit to the State with this executed Supplement, and maintain in effect at all times during the course of its work under this Supplement, a payment bond in the total amount of this Supplement. 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 this Supplement 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 this Supplement 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 LOC and this Supplement and shall bind the surety to all of the terms and conditions of same and of the Master Cabling Agreement.

6) This procurement is a component of a construction or renovation project being managed by Mississippi State University. The completion date provided herein is a good-faith estimate based on the current project schedule. Construction delays may occur due to unforeseen circumstances outside of the State's control that prevent the Contractor from completing some or all of the obligations for this award by the projected completion date.

7) While the Contractor will not be held responsible for delays outside its control, this award is for a turnkey solution, and payment for the products and services being acquired herein will be made upon completion and acceptance of the entire solution by the State. Should construction delays become so extensive that the delayed payment for installed equipment and services rendered becomes an extreme financial burden to the Contractor, ITS will work with the Contractor for an equitable resolution regarding partial payment. Should partial payment be deemed necessary, the State will require a holdback of some portion of the actual cost to ensure final completion of the project. The State is never, under any circumstances, able to pay for equipment or services that have not yet been received.

8) This Supplement will become a binding obligation on the State only upon receipt by ITS of the bonds required herein, and the issuance by ITS of the CP-1 Acquisition Approval Document.

9) Customer shall have ten (10) working days to review and accept the work done and to either notify Contractor of acceptance or to provide Contractor a detailed list of deficiencies that must be remedied prior to payment being made. In the event the Customer notifies the Contractor of deficiencies, the Contractor shall correct such deficiencies within ten (10) working days unless the Customer consents in writing to a longer period of time.

10) Once the Products have been accepted by Customer, as prescribed herein, the Contractor will invoice the Customer for the invoice amount of that payment as indicated in the attached Exhibit A. Contractor shall certify that the billing is true and correct. Contractor shall submit invoices and supporting documentation to Customer electronically during the term of this Supplement 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. Contractor understands and agrees that Customer is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as

directed by the State. The payments by these agencies shall be deposited into the bank account of the Contractor's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Contractor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article titled "Entire Agreement" in the Master Cabling Agreement.

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

12) It is expressly understood and agreed that the obligation of Customer to proceed under this Supplement is conditioned upon the availability of monies in the applicable State Agencies Capital Improvements Fund, as provided for by the Mississippi State Legislature via the sale of state general obligation bonds for the cost of this capital improvement. If the funds anticipated for the fulfillment of this Supplement are not forthcoming, or are insufficient, 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 Supplement, Customer shall have the right to immediately terminate this Supplement, 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 this Supplement.

13) If applicable under the given circumstances, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

14) 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 Supplement. The Contractor warrants that it has removed any material conflict of interest prior to the signing of this Supplement, 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 Supplement. The Contractor also warrants that in the performance of this Supplement no person having any such known interests shall be employed.

15) 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 Supplement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Supplement 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 Supplement 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 Supplement 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 Supplement 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.

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

17) All other provisions in the underlying Master Cabling Agreement shall remain unchanged.

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

State of Mississippi, Department of Information Technology Services, on behalf of Mississippi State University

By: _____
Authorized Signature

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

Title: Executive Director

Date: _____

INSERT VENDOR NAME

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A