

STATE OF SOUTH DAKOTA CONTRACT NO. _____

RFP NO: 24433 -- Telephone Services and Cable Plant Services Opened: February 5, 2009

THIS AGREEMENT is entered into by and between the State of South Dakota, through the Bureau of Information and Telecommunications, 500 E Capitol, Pierre, South Dakota, (State) and South Dakota Network (SDN), 2900 W. 10th St., Sioux Falls, SD 57104 (Contractor), The term of this Agreement shall be from February 16, 2009 through February 15, 2010. The agreement may be extended or renewed as specified in Request for Proposal # 24433.

WITNESSETH, Whereas the Contractor has heretofore has been awarded the contract to furnish and deliver to the State certain services, all of which are more specifically itemized, described, and enumerated in the schedules and specifications of Request for Proposals #24433, and the response of the Contractor thereto, made a part thereof by reference.

THEREFORE, In consideration of the covenants on the State which are fully set and enumerated in the said schedules and specifications of Request for Proposal #24433, the Contractor agrees to furnish and deliver to the State all of the said awarded services enumerated in the said schedules and specifications, at the price and according to the terms and conditions, and of the kind, quality, and amounts, and at the times specified in said schedules and specifications. The Contractors shall provide such services in Regions 1, 2, 3, and 4 as indicated in Attachment 1 of RFP #24433.

IT IS FURTHER UNDERSTOOD AND AGREED, that the said service shall be provided without any additional cost to the State.

IT IS FURTHER UNDERSTOOD AND AGREED, that in the event of the inability or failure of the party of the Contractor to furnish and deliver any service enumerated in the said schedules and specifications at the time and in accordance with the terms and conditions therein provided, the State may cancel this contract.

IT IS FURTHER UNDERSTOOD AND AGREED, by the parties hereto that this contract shall not be in full force and effect without the signature of the Commissioner of the Bureau of Administration, or the Commissioner's designee.

In Witness whereof the parties hereto have caused their Agreement to be executed this 2nd day of March, 2009.

STATE

BY:



Otto Doll, Commissioner

Bureau of Information and Telecommunications

Date

3-6-09

BY:



Jeff Bloomberg, Commissioner

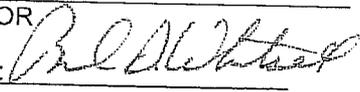
Bureau of Administration

Date

3/5/09

CONTRACTOR

BY:

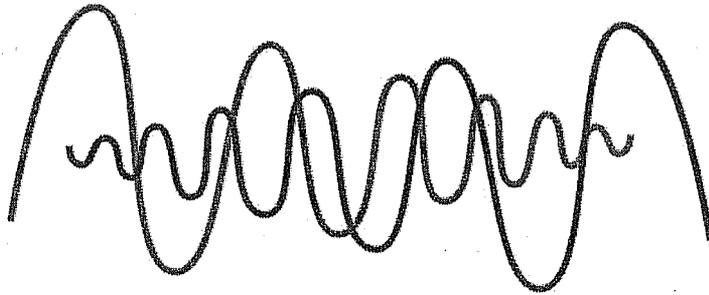


Brad Whitsell, Director, Corporate Operations

South Dakota Network

Date

2-17-09



SDN COMMUNICATIONS

Response to Request for Proposals
South Dakota
Bureau of Information and Telecommunications

Contracts for Telephone Services and
Cable Plant Services

Solicitation #:(24433)

January 27, 2009

Jeff Lewallen
BICSI Project Manager/Sr. Sales Executive
605-978-3529
jeff.lewallen@sdncommunications.com

SOUTH DAKOTA
Bureau of Information and Telecommunications

REQUEST FOR PROPOSALS

Contracts For Telephone Services and
Cable Plant Services
Regional and/or Statewide
(See Attachment #1)

Solicitation #: (24433)

12-28-2008

Section 1.0 Project Description

The intent of this Request For Proposal (RFP) is to establish, on behalf of the State of South Dakota, hereinafter referred to as State, a one (1) year contract for telephone wiring, wiring repair, local area network (LAN) wiring, wide area network (WAN) wiring and other cable plant services. The cable plant services encompass voice, video and data services. The contracts will be awarded on a regional and/or statewide basis. The terms of the contract(s) shall be for (1) year with an option to extend for four(4) additional one-year periods at the State's discretion and upon mutual agreement

Note: Certain exceptions will apply in this RFP process. These are as follows:

Section 1.1 Exceptions

Exception 1. Statewide: The Office of the State Engineer may include wiring with their electrical specifications on their projects if it is believed to be in the best interest of the State.

Exception 2. In Region 3 (Brookings): The State has a contract with Brookings Telephone Company for Centrex telephone service. As a part of this agreement Brookings Telephone Company maintains all Centrex telephone wiring in Brookings. LAN/WAN wiring requested through the State in Brookings will be included in the Regional agreements but note that this excludes Centrex wiring on campus and in some State-utilized buildings.

Exception 3. In Region 8 (Rapid City): The South Dakota School of Mines and Technology manages the Centrex telephone service and contracts for all Centrex telephone wiring in Rapid City. LAN/WAN wiring requested through the State in Rapid City will be included in the Regional agreements but Centrex wiring will be excluded.

Exception 4. In Region 6 (Pierre): The State has employees who provide the following telephone and cable plant services in Pierre, and limited situations outside of Pierre:

- Emergency wiring requests that have been approved by the Commissioner of the Bureau of Information and Telecommunication and/or the Commissioner of the Bureau of Administration.
- Maintain all existing LAN/WAN/Telephone wiring in State owned buildings and in leased buildings where required.
- Process repair requests from agencies for LAN/WAN/Telephone wiring and telephone/telecommunications equipment problems in State owned buildings and in leased buildings where required.
- Projects where workstations are to be relocated and the physical wiring is already in place.
- May terminate wiring performed by wiring contractors in wiring closets.
- Other tasks as found to be in the best interest of the State.

1.2 Background

For the past five years, the State of South Dakota wiring contracts have been provided by three separate vendors, each with regional areas of responsibility.

The contract is now due to be renewed, and a competitive selection process similar to the last

1.3 Goals/Objectives

Establish a contract with qualified cable plant contractors in such a manner as to continue the high standards of telephone and cable plant

service that have characterized Telecommunications services over the years. The State will be divided into four (4) regions and Vendors can submit a competitive proposal on one region, multiple regions or all regions of the state. (See 1.0 for exceptions) Regions are shown in Attachment #1.

1.4 Description of Components or Phases

Cabling services shall include installation, relocation, repair and maintenance of all telecommunications cabling, cable related hardware infrastructure and terminations, and attached telephone apparatus. The following terms,

- Cable plant
- Wiring services
- Cabling services
- Wiring/cabling services
- State cable
- When referred to in this RFP, shall mean all telecommunications cabling used in or between State or Higher Education facilities. Cabling is to include any media regardless of type that is used to transport data, video and/or voice signals.

- Cable plant responsibility shall include, but not be limited to:
 - Facility design
 - Cable installation/certification to national and state standards
 - Cable repair
 - Development of and maintenance of facility wiring records
 - Maintenance of any software and/or hardware used in the provision of servicing telecommunications cabling infrastructure in the facilities
 - Following all facility security procedures
 - Order processing and coordination with the State through the offices of Telecommunications, the State Engineer and other involved State/Higher Education offices.

Provision of telephone services will involve, but not be restricted to, analog and digital lines (which includes but is not limited to ISDN), testing ISDN and analog sets, LSI and DSS boxes, alarm circuits, testing lines and sets and working with telephone system features.

Other services will include LAN/WAN and television cabling (cable TV) terminations, and paging system wiring and installation.

Telephone services shall include installation, relocation, repair, replacement and maintenance of telephone lines, jacks, and accessories and of testing of State provided sets.

The State for the purpose of this RFP is the Executive Branch of government and includes any agencies or universities who choose to participate.

1.5 Scope of Components or Phases

Scope encompasses all State owned buildings, certain leased buildings, where State wiring services are required, and Higher Education buildings on campuses where the college or university does not manage its own telephone/cable plant services. Work order activity varies by regions.

1.6 Project Deliverables

Important

Vendor must respond to each RFP statement requested response. If Vendor checks Disagree with any RFP statements - the Vendor may provide an explanation or reason for checking Disagree. The Technical Evaluation Committee will decide if Vendor's reason is valid or if Vendor should be eliminated.

If Vendor elects to submit a competitive proposal, the entire state versus on a regional basis Vendor must be the winning Vendor on all regions to be awarded the statewide contract.

Vendor, to be able to provide the services required by the State, must have a company that has been providing cable plant services for a minimum of three (3) years or have recent company experience providing cable plant services on a large campus and/or office complex environment with:

- A LAN network consisting of at least two (2) buildings with a total of one hundred (100) networked PCs.
- A Centrex and/or PBX telephone system consisting of at least two (2) buildings with a total of one hundred (100) telephones (analog and ISDN).
- Main Qwest or Independent telephone company communications cable feeding from street or right of way to a centrally located equipment room, all cable feeding the campus buildings running from that equipment room to those buildings.

Vendor must also be able to provide telephone and telephone line installation, termination, relocation, and repair. This will require technicians with a minimum of three (3) years training and/or experience installing, terminating, moving and repairing telephones and telephone lines. Technicians shall be familiar with ISDN line technology and able to provide ISDN testing, servicing and technology.

Terms: The terms of any subsequent contract shall include the specifications of this proposal.

The State of South Dakota reserves the right to cancel any contract, for cause, awarded as a result of this RFP, subject to written notice of no less than thirty (30) days.

This contract will not be construed to require the State to purchase exclusively from the contractor. This RFP does not guarantee any minimum amount of work or dollars for the contract period. This RFP does not prohibit the State from seeking and hiring another wiring contractor to complete a project, started by Vendor, wherein the work, materials, or completion dates are unacceptable. Determination of what is unacceptable will take place with an inspection by the State and at least two (2) written notices by the State.

1.7 FUNDING OUT PROVISION

The State represents that it intends to maintain this contract in effect for the full contract term, and will continue to seek the appropriation of sufficient funds to make all payments thereunder during the specified term. The state may terminate all or part of this agreement in the event the State does not appropriate adequate funding for any fiscal year. The State shall give the Vendor written notice of such termination at the earliest possible time.

Nothing in this provision shall be construed as permitting the State to terminate the contract in order to acquire a competitor's service to perform the same application.

1.8 TERMS AND CONDITIONS OF AWARD

The terms and conditions for contract award stated herein shall govern in all cases, and conflicting terms or conditions submitted by the Vendor may constitute sufficient grounds for rejection of its competitive proposal.

Section 2.0 Schedule of Activities(Subject to Change)

RFP Publication	December 22, 2008
Deadline for Submission of Written Inquiries	January 5, 2009
Responses to Vendor Questions	January 20, 2009
Proposal Submission	January 27, 2009
Anticipated Award Decision	February 6, 2009

2.2 Deadline for Submission of Written Inquiries

All written questions should be addressed to:

Steven.Berg@state.sd.us

Vendors may submit e-mail questions concerning this RFP to obtain clarification of requirements. No questions will be accepted after the date and time indicated in the above calendar of events. E-mail questions to the e-mail address listed above with the subject line "RFP 24433". The questions and their answers will be e-mailed to all vendors that received notice of the RFP and will be sent by the date and time indicated in the above calendar of events. Vendors shall not rely on any other statements, either of a written or oral nature, that alter any specifications or term and condition of this RFP. Vendors will be notified in the same manner as indicated above regarding any modifications to this RFP.

2.3 SUBMITTING YOUR PROPOSAL

A Proposals must be submitted no later than January 27th 2008; 5:00PM CST. Proposals received after this date and time will not be accepted for consideration.

Your proposal must be submitted electronically utilizing the South Dakota's Office of Procurement Management's e-procurement system which is provided by Mercury Commerce. For non-registered vendors please follow the instructions listed in the following web site:

http://www.state.sd.us/boa/opm/bidder_registration.htm

For vendors that are already registered with South Dakota's e-procurement system please login and submit your proposal at the following web site:

<https://southdakota.mercurycommerce.com/secure/vlogin.asp>

If you are experiencing difficulties pertaining to electronic submission of your proposal please contact Steven Berg at Steven.Berg@state.sd.us prior to proposal submission deadline. For questions in regard to how to operate the e-procurement system please call Mercury Commerce Customer Support at 877-969-7246.

2.4 Anticipated Award Decision

A Committee comprised of member of the Bureau of Information & Telecommunications, Office of Procurement Management, and other agencies if required, shall evaluate all responses to this RFP in determining to whom the contract will be awarded.

Vendor(s) scoring the highest number of points will be awarded the annual contract(s) for each of the geographical regions or the entire state.

SECTION 3.0 - TYPE OF SERVICE REQUIREMENTS

3.0 Service Types

The Vendor shall provide three types of services:

- Installation
- Repair
- Engineering

Agree Disagree If Disagree Explain:

3.0.1 Installation

Installation shall include installation of cables, associated hardware, or State owned telephones and terminal equipment defined by time and materials required to complete a work order request submitted by the State.

Agree Disagree If Disagree Explain:

3.0.2. Repair

Repair shall include repair of cable in State owned and leased buildings from the demarcation point in a building or on the campus up to and including the jack.

Agree Disagree If Disagree Explain:

3.0.3. Engineering and Surveys

If the State so requests, Vendor shall provide engineering, with pre-installation site surveys, resulting in detailed floor plans listing proposed materials and costs, including labor.

The requested plans may include, but are not limited to, all or some of the following:

- Proposed routing of all cables
- Pull boxes, hand hole or manhole placements
- Fire wall penetration locations
- Equipment room modification needs
- Down times, if any
- Cost estimates
- Materials list with item, quantity, description, part number, unit price, and a total.

- Any wire and cable splicing needs as related to existing cabling.
- Grounding information
- Boring or trenching needs or other ground opening or closing
- Cable testing process
- Drawings or prints of cable layouts including any modifications to existing drawings or prints.
- Ongoing records of pair usages (assignments)
- Cable records

Agree Disagree If Disagree Explain:

SECTION 3.1. VENDOR'S RESPONSIBILITIES

3.1.1. Vendor Responsibility

The Vendor shall be solely responsible for all equipment, services, or both that it proposes, notwithstanding the details presented in these specifications.

Agree Disagree If Disagree Explain:

3.1.2. Completing A Project

Installations shall be handled as "turnkey" projects with delivery, installation, and testing completed and accepted by the State. Installation, maintenance and repair shall be the total responsibility of the Vendor as specified in this RFP.

Agree Disagree If Disagree Explain:

3.1.3. Alterations

On each State Work Authorization the State reserves the right to make minor alterations in the locations of terminal jacks and cable routing at any time prior to completion. Minor alterations shall be limited to previously designated rooms. All other alterations shall require a change order.

Agree Disagree If Disagree Explain:

3.1.4. Service Facility

The Vendor shall have on its staff qualified technical personnel, suitably trained for cable and materials installations and for repair and maintenance of cable and materials.

Agree Disagree If Disagree Explain:

3.1.5. Vendor's Experience and Expertise

The Vendor shall have experience in supporting telephone equipment and wiring and Local Area Network and Wide Area Network in a Campus environment. Vendor must have experience in supporting multiple LANs in the same building and experience in supporting a wide area backbone network on a large campus environment. The Vendor shall have experience in installing local area networks in a campus environment. Vendor must have an understanding of LANs and wide area networks, the network equipment and lines involved and how all connects together.

Agree Disagree If Disagree Explain:

3.1.6. Vendor's Total Plant Responsibility

The Vendor shall be responsible for all State owned cable within State owned and leased, where required, buildings, in tunnels, terminating in equipment rooms or wiring closets, in manholes on State property, ductwork and in State leased space. Such responsibility will include installation, labeling, repair, record maintenance, preventative maintenance, notification of low count, testing, splicing and replacement. The Vendor shall complete and maintain accurate cable records for all State owned and leased buildings. Where records do not exist the Vendor shall make cable records showing the cable work in progress or completed by his/her company. Vendor is not responsible for cable records of past work that do not exist at the time he/she first contracts with the State. Vendor, however, shall compile cabling records at the time he/she starts providing services. One copy of each building's records will be in place at that buildings main equipment room and a copy of the entire complex (campus) cable records will be placed and maintained in a fire proof storage area in the Vendor's central office. One copy will reside with the State in the Division of Telecommunications office.

Updated cable records will be sent to the State at the time the Vendor submits invoices for work completed.

Agree Disagree If Disagree Explain:

3.1.7. Records

The Vendor shall maintain a permanent and updated record of all installation and repair changes and have these records available for inspection or auditing when so requested by the State. The Vendor shall also be responsible for the permanent wiring record database for all State buildings within its area and for maintaining and updating the wiring plots, prints and maps. All records and maps shall become the property of the State at the conclusion of the contract. Records shall include, in addition to pair assignments and terminal fill counts:

- Underground conduit and cable routes - as built or placed
- Interior conduit and cable routes per building
- All wire and cable cross connections, splices, junction boxes and boards for inside and outside plant. Included shall be a complete and detailed inventory with wire and cable numbering, color coding, available spares and defective wires.
- Drops need to be uniquely identified at the workstation end and the wiring closet end.
- All inside/outside plant conduit or duct route records shall include size and type installed. Any open conduit or duct routes remaining after installation shall be noted in the records.
- All wire, cable, conduit and duct records shall be kept and maintained at the contractor's place of business and shall be available for audit by the State anytime.
- Records shall include notations on any structural damage, facility damage, or any modification to safety or technical specifications effected while performing work.
- Vendor shall notify the State when any cable reaches or exceeds 75% of capacity.

Agree Disagree If Disagree Explain:

3.1.8. Supervision by Vendor

When so required by State the Vendor shall have a complete set of plans and specifications available at all times while work is in progress and shall assume full responsibility for supervision of the work, including that which is sublet.

Supervision shall mean an individual on site who shall assume responsibility for all phases of the work underway and interface with State personnel. The Vendor's supervisor shall be thoroughly experienced in the type of work being performed and capable of reading and understanding building blueprints, grounds layouts, and the State Work Authorizations with plans and specifications.

Agree Disagree If Disagree Explain:

3.1.9. Access

The Vendor shall use only those entrances, identified by the State, for its access to and from a job site during installation and repair.

Agree Disagree If Disagree Explain:

3.1.10. Service Interruptions

A date and time schedule, showing all work requiring interruption of telephone or electrical service shall be presented to the State for approval at least three (3) working days in advance of the planned interruptions. The Vendor shall not proceed with any telephone or electrical interruptions(s) without approval from the State. All service interruptions shall be planned for other than normal working hours, which are 8:00 AM to 5:00 PM Monday through Friday.

Agree Disagree If Disagree Explain:

3.1.11. Altering Existing Facilities

The Vendor may not make any changes or alterations to the State's facilities without written approval from the State. This will include drilling holes or making other openings for cabling.

Agree Disagree If Disagree Explain:

3.1.12. Protection for Piping, Equipment and Existing Wiring

Vendor shall provide protection for existing piping, equipment, wiring, etc. Damage to any of these on the part of Vendor or its worker shall be remedied by Vendor to the full satisfaction of the State. Vendor shall also replace in good condition those parts of existing buildings which require cutting and patching due to connections with new work.

Agree Disagree If Disagree Explain:

3.1.13. Restoration of Related Damage

When or where any direct or indirect damage is done to public and private property as a result of execution of the work, or in consequence of the non execution thereof on private property through any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of Vendor, such property shall be restored by Vendor at its own expense to a condition similar or equal to that existing before such damage or injury was done. Any damage or

disfigurement shall be restored at the Vendor's expense.

Agree Disagree If Disagree Explain:

SECTION 3.2 CABLE AND MATERIAL REQUIREMENTS

3.2.1. Cable and Materials Responsibility

The Vendor shall have total cable and cable materials responsibility, although the State reserves the right to provide materials. The Vendor shall coordinate any necessary interfaces with the regulated common carrier, other carriers, the equipment/switch providers and technicians and the State. Any additional equipment or coordination required for identifying and resolving interface problems shall be provided by the Vendor. Failure to correct a cable interface problem during the contract term shall constitute default.

Agree Disagree If Disagree Explain:

3.2.2. Wire and Cable and Associated Materials

The Vendor is to purchase and use only State approved types and makes of wiring, cables, and associated materials for installation and repairs. The "mark up" on such cable and materials may not exceed 10% of total cost.

Agree Disagree If Disagree Explain:

3.2.3. Cable and Materials

All cable and materials shall be new and free from defects in material and workmanship. The State will designate the type of cable.

Agree Disagree If Disagree Explain:

3.2.4. Cable and Materials Testing

The State may, at anytime, take samples of the cable and materials being used and have those items tested. Should Vendor fail to submit samples when so requested, and within the time specified by the State, the State may declare the Vendor in default.

Agree Disagree If Disagree Explain:

3.2.5. Return of Samples

Following the test and evaluation the samples shall be returned to the Vendor, who shall bear all shipping costs.

Agree Disagree If Disagree Explain:

3.2.6. Delivery

The cable and cable materials, as selected or approved by the State, shall be delivered to the specified location and installed by the Vendor without additional cost or expense to the State.

Agree Disagree If Disagree Explain:

3.2.7. State Standards

During all work the Vendor shall meet national and State wiring standards. State Standards can be located @ http://www.state.sd.us/bit/tele/cable_standards.pdf

Agree Disagree If Disagree Explain:

3.2.8. Time of Completion

The Vendor shall deliver and install all cable and materials as per a State Work Authorization Request which will specify completion dates.

Agree Disagree If Disagree Explain:

3.2.9. Prosecution of Work

All cabling and materials shall be installed with minimal interruption to the normal business operations. Most new cable and materials installations will take place after normal office closing hours of 5:00 PM, Monday through Friday and on weekends and State holidays. Cable and materials installations at institutions and university sites, wherein service interruptions may take place, may be possible only after classroom hours.

Agree Disagree If Disagree Explain:

3.2.10. Warranty

All cable and materials shall be warranted for a period of 1 year, even when the manufacturer's warranty expires before the end of the 1 year period.

All services provided in the course of installation of materials shall be warranted for a period of one year.

Agree Disagree If Disagree Explain:

3.2.11. Labeling

All cables shall be labeled per instructions from the State's Representative and/or the State Standards. In short, all components of the structured cabling system require physical labeling. At a minimum, the following components must be labeled:

- Communications outlets
- Cables
- Racks and jack fields

Agree Disagree If Disagree Explain:

3.2.12. Certified Test Data

When so requested by the State certified test data shall be delivered and that data shall reference particular test standard used and results of that testing.

Agree Disagree If Disagree Explain:

3.2.13. End to End Testing

In no event shall Vendor test by tone. After the cabling is fully installed, Vendor shall perform end-to-end tests (via methods appropriate to the cabling installation) that:

- Demonstrate complete electrical continuity (no opens)
- Demonstrate that no improper grounds nor shorts exist within the copper cable plant
- Demonstrate proper termination (e.g., no reversed-pairs, no split-pairs, crossed pairs, transposed groups, etc.) and proper labeling to the satisfaction of State's Representative
- Establish complete operational integrity for an EIA/TIA Category-5/5e/6. These tests shall include specific measurements of all factors that are required for qualification of cable plant to the Category-5/5e/6/x level of performance.

Agree Disagree If Disagree Explain:

3.2.14. Test Results

All test results for all pairs of all drops shall be within all parameters specified for the particular Category-5/5e/6/x station drops.

Agree Disagree If Disagree Explain:

3.2.15. Station Cable Facilities

In some cases surface mounting of station cable and wiring shall be allowed. However, unless otherwise approved, all station cable shall be concealed. If the cable cannot be concealed it shall be covered in a State approved steel or vinyl molding and esthetically blended. Where it is necessary to place distribution terminal points for riser cables in hallways, passageways or open floor spaces, the housings and blocks shall be State approved types and makes.

Agree Disagree If Disagree Explain:

3.2.17. Outside Cable Plant

All splicing work shall conform to industry standards using either modular or scotch lock technology. Any direct buried splices shall utilize industry standard buried splice closures band encapsulate compounds. The preferred method would be to use pedestals where possible. Once splicing is complete the Vendor shall perform proper tests to insure end to end integrity of the cable pairs.

If Vendor elects to use a subcontractor(s) to do outside cable plant work on State Property the State will have to approve subcontractor(s) before any work begins.

Agree Disagree If Disagree Explain:

3.2.18. Cable or Utility Location

When the State requires, or a repair project necessitates locating buried cable, the Vendor shall be responsible for obtaining cable location services. When the State requires, or a repair project necessitates locating buried utilities, the Vendor shall be responsible for obtaining utility locating services.

Agree Disagree If Disagree Explain:

3.2.19. Splicing

When the State requests cost quotes for splices, such quotes must include all splice connectors, braid, shielded tape, encapsulates, insulators, clamps and closures to meet industry standards and competitive procurement requirements.

Acceptable splicing materials shall include AMD picabonds, UR Connectors, or AT&T 709 Quick Snap Connectors.

Agree Disagree If Disagree Explain:

3.2.20. Firestopping

The use of and installation of fire-stopping materials shall be in accordance with manufacturer's instructions and specifications and shall be done in such a way as to ensure effective smoke and fire barriers, as per State and local regulations.

The rating of the firestops shall be two (2) hours, but in no case less than the rating of the time-rated floor or wall assemblies.

Agree Disagree If Disagree Explain:

3.2.21. Surge Protection

When required by the State specified wire and cable shall employ protective equipment to protect user personnel and prevent equipment damage caused by voltage and current surges. Such protection equipment shall be State selected or approved.

Agree Disagree If Disagree Explain:

3.2.22. Wire and Cable

All cable shall be 100% operational when installed. This means that any cable installed with "bad" pairs shall not be accepted. Repaired cable shall be returned to its stated condition, if known, and the test results shall be available to the State.

Agree Disagree If Disagree Explain:

3.2.23. Buried Cable Marking

All buried cable (with or without conduit) shall have warning tape buried 12" below surface grade.

Agree Disagree If Disagree Explain:

3.2.24. Conduit and Ducts

When required conduit and duct shall be provided on a per-foot basis that includes all connection joints, glue, etc. per each leg and all support devices, and shall be installed as specified by the State.

Agree Disagree If Disagree Explain:

SECTION 3.3 REPAIR REQUIREMENTS

3.3.1 Response Times

When malfunctions are caused by cable, materials or telephone equipment a technician must be on site within eight (8) hours after the problem is reported to the Vendor. When the malfunction affects more than twenty percent (20%) of systems users, the State may declare an emergency situation and the repair technician shall be on site within two (2) hours following notification.

Agree Disagree If Disagree Explain:

We agree to these response times but would express concern that no allowance is being made for the combination of extreme winter weather and road closures.

3.3.2 Determination of Emergency Situations

In all cases where repair is needed the State shall do an assessment and declare a normal repair situation or an emergency repair situation.

Agree Disagree If Disagree Explain:

3.3.3 Vendor's Priority

The State facilities shall be the Vendor's first priority in repair demands. Under no circumstances shall the Vendor place another customer ahead of the State in initiating or completing repairs in emergency situations. If the Vendor is at another customer's site, it will leave immediately in response to the State's repair request.

Agree Disagree If Disagree Explain:

3.3.4 Service Center Numbers

Upon award of a Contract the Vendor shall provide to the State the telephone number of the service center to which trouble calls can be placed on a 24 hour basis, seven days a week.

Agree Disagree If Disagree Explain:

3.3.5 Remedies for Nonperformance

If the Vendor does not perform maintenance or repair in a manner so as to ensure trouble free telecommunications the State reserves the right to contract with another company. The difference in cost, if higher, shall be borne by the Vendor and the State reserves the right to cancel the existing contract.

Agree Disagree If Disagree Explain:

3.3.6 Repair May Be 24 X 7

The State may require cable and materials repair at any time and the Vendor shall be able to provide service 24 hours a day, seven days a week.

Agree Disagree If Disagree Explain:

3.3.7 Vendor Repair Responsibilities

The Vendor shall be responsible for the following repairs and associated duties, when such are necessary:

- The Vendor shall maintain an adequate inventory of parts and materials and provide transportation to repair or replace damaged or faulty cable, jacks, conduit or duct and maintain an adequate inventory of 2500 telephone set mounting cords and line cords in various lengths.
- The Vendor will provide temporary cabling and materials during emergencies or disasters.
- The Vendor will coordinate reconnection to common carriers after any outages.

Agree Disagree If Disagree Explain:

3.3.8 Testing Repaired Cable

The Vendor shall test repaired cable and submit results when the State requests such results.

Agree Disagree If Disagree Explain:

Rae, Lisa

From: Darnall, Tamara
Sent: Wednesday, June 02, 2010 3:14 PM
To: Rae, Lisa
Cc: Terwilliger, Jim; Sizer, Liza
Subject: Fw: Expiration Reminder for SDN

Guess we will need to print off this email and use it as the documentation to extend the date.

Thanks!

Tami

----- Original Message -----

From: Pierce, Jeff
To: Darnall, Tamara
Sent: Wed Jun 02 15:08:12 2010
Subject: RE: Expiration Reminder for SDN

2-28-2011.

Jeff Pierce
BIT Engineering
605-773-4347
fax--773-3741

-----Original Message-----

From: Darnall, Tamara
Sent: Wednesday, June 02, 2010 14:37
To: Pierce, Jeff
Subject: RE: Expiration Reminder for SDN

What is the new end date?

Thanks!

Tami

You have not failed until you stop trying

BE GREEN

Please print this e-mail only if necessary.

-----Original Message-----

From: Pierce, Jeff
Sent: Wednesday, June 02, 2010 2:27 PM
To: Darnall, Tamara
Subject: FW: Expiration Reminder for SDN

Tami;
This was the mutual consent e-mail we renewed the contract with.

Jeff Pierce
BIT Engineering
605-773-4347
fax--773-3741

-----Original Message-----

From: Jeff Lewallen [mailto:Jeff.Lewallen@sdncommunications.com]
Sent: Thursday, February 04, 2010 09:04
To: Pierce, Jeff
Cc: Brad Whitsell
Subject: RE: Expiration Reminder for SDN

Jeff,

SDN does wish to exercise the renewal option for wiring services. If there is something more formal that you need from us, please forward to me and we will get that taken care of. Thanks Jeff.

Jeff Lewallen
Senior Account Executive/Project Manager
SDN Communications
2900 W. 10th St.
Sioux Falls, SD 57104
605-978-3529 (desk)
605-359-2251 (mobile)
605-334-4782 (fax)
jeff.lewallen@sdncommunications.com

-----Original Message-----

From: Jeff.Pierce@state.sd.us [mailto:Jeff.Pierce@state.sd.us]
Sent: Wednesday, February 03, 2010 8:14 AM
To: Jeff Lewallen
Subject: FW: Expiration Reminder for SDN

Jeff;

Hopefully SDN wished to exercise the renewal option for wiring services. If so please let me know.

Jeff Pierce
BIT Engineering
605-773-4347
fax--773-3741

-----Original Message-----

From: Sullivan, Randy
Sent: Wednesday, February 03, 2010 08:08
To: Pierce, Jeff
Subject: Expiration Reminder for SDN

~~This is a reminder that the following will expire on 02/28/2010.~~

CLAMS Reference # 24433

Statewide wiring services

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