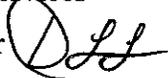


Memorandum for General RFP Configuration

To: Vendor with current valid proposal for General RFP #3539 for Telecommunications Equipment and Services

From: David L. Litchlitter 

CC: ITS Project File Number 37628

Date: July 28, 2008

Subject: Letter of Configuration (LOC) Number 37628 for the procurement of AVAYA equipment upgrade for the University of Southern Mississippi (USM)

Contact Name: Paula Conn

Contact Phone Number: 601-359-4411

Contact E-mail Address: Paula.Conn@its.state.ms.us

The Mississippi Department of Information Technology Services (ITS) is seeking the hardware, software, and services described below on behalf of the University of Southern Mississippi (USM). Our records indicate that your company currently has a valid proposal on file at ITS in response to General RFP #3539 for Telecommunications Equipment and Equipment. Our preliminary review of this proposal indicates that your company offers products and/or 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 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 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 8 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

USM is seeking the AVAYA equipment listed in Attachment A, *Product List and Cost Information*. This equipment will be installed by AVAYA at the USM main campus, 2609 West 4th Street, Hattiesburg, Mississippi, 39401. The purchase of this equipment will be funded through AVAYA Financial Services.

3. PROCUREMENT PROJECT SCHEDULE

Task	Date
Release of LOC	Monday, July 28, 2008
Deadline for Vendors’ Written Questions	Wednesday, July 30, 2008
Addendum with Vendors’ Questions and Answers	Friday, August 1, 2008
Proposals Due	Wednesday, August 6, 2008
Proposal Evaluation	August 6-8, 2006
Presentation to IHL Board for Approval	Thursday, August 15, 2008
Presentation to ITS Board for Approval	Thursday, August 21, 2008
Notification of Award	Friday, August 22, 2008
Delivery of Equipment	Friday, September 12, 2008

4. STATEMENTS OF UNDERSTANDING

- 4.1 The Vendor must propose AVAYA equipment that is 100% functionally equivalent to the equipment listed in Attachment A.

- 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 the specifications detailed below are minimum requirements. Should Vendor choose to exceed the requirements, Vendor must indicate in what manner the requirements are exceeded.
- 4.5 Vendors must be aware that ITS reserves the right to purchase this equipment from multiple vendors if advantageous to the State.
- 4.6 The winning Vendor must be aware that the telecommunications equipment must be shipped to USM at 2609 West 4th Street, Hattiesburg, Mississippi, 39401 on or before September 12, 2008.
- 4.7 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.**
 - 4.7.1 The State contact person for the selection process is: Paula Conn, Technology Consultant, 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201, 601-359-4411, Paula.Conn@its.state.ms.us.
 - 4.7.2 Vendor may consult with State representatives as designated by the State contact person identified in 4.7.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.
- 4.8 Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of

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

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

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

5. FUNCTIONAL/TECHNICAL SPECIFICATIONS

- 5.1 Vendor must provide pricing for the equipment listed in Attachment A.
- 5.2 Vendor must detail (by part number and/or description) any items that are functionally equivalent and substituted for any items listed in Attachment A.
- 5.3 Installation shall be provided directly by AVAYA.

6. EQUIPMENT WARRANTY AND POST-WARRANTY MAINTENANCE

- 6.1 Vendor must state the warranty period for each item in Attachment A, during which time maintenance need not be paid.
- 6.2 Vendor must provide a brief description of warranty services (include days and hours of coverage, coverage type [onsite, depot], response time, etc.)
- 6.3 Post-warranty maintenance shall be provided directly by AVAYA due to the fact that ITS will require remote expert systems support.

7. OTHER REQUIREMENTS

- 7.1 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, in this item and in Attachment A, what additional components may be needed and are proposed in order to complete each configuration.
 - 7.1.1 An example of an item that may not be listed is a power cord required to make an item function.
- 7.2 Vendor must specify the delivery interval proposed by Vendor's company, particularly if Vendor cannot meet the September 12, 2008, delivery date.
- 7.3 Vendor must specify the discounted price for each item. Freight is FOB destination. No itemized shipping charges will be accepted.
- 7.4 Vendor must provide all technical specifications and manuals (documentation) at the point of sale.
- 7.5 The awarded Vendor must provide an "exploded" equipment list directly to AVAYA to be used for an onsite inventory prior to implementation. If there are any discrepancies, issues, or missing parts, the awarded Vendor will work directly with AVAYA to a resolution.
- 7.6 The awarded Vendor must agree to the return of any items not needed or required during or immediately after implementation. Vendor will not invoice USM for these returned items nor will Vendor charge a restocking fee.
- 7.7 Vendor must acknowledge that USM is securing financing for this procurement through AVAYA Financial Services.

8. PROPOSAL EXCEPTIONS

- 8.1 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.
- 8.2 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:
 - 8.2.1 The specification is not a matter of State law;

- 8.2.2 The proposal still meets the intent of the procurement;
 - 8.2.3 A *Proposal Exception Summary Form* (Attachment B) is included with Vendor's proposal; and
 - 8.2.4 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).
- 8.3 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:
- 8.3.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 8.3.2 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;
 - 8.3.3 ITS and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or,
 - 8.3.4 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.
- 8.4 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.
- 8.5 An exception will be accepted or rejected at the sole discretion of the State.
- 8.6 Prior to taking any exceptions to this procurement, ITS requests that, to the extent possible, 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.

9. SCORING METHODOLOGY

ITS will use cost to determine the lowest and best proposal.

10. INSTRUCTIONS TO SUBMIT PRODUCT AND COST INFORMATION

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

11. DELIVERY INSTRUCTIONS

11.1 Vendor must deliver the response to Paula Conn at ITS no later than Wednesday, August 6, 2008, at 3:00 P.M. (Central Time). Responses may be delivered by hand, via regular mail, overnight delivery, email, or by fax. Fax number is (601) 354-6016. **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 Paula Conn to verify the receipt of their proposals. Proposals received after the deadline will be rejected.

11.2 If you have any questions concerning this request, please e-mail Paula Conn of ITS at Paula.Conn@its.state.ms.us. **Any questions concerning the specifications detailed in this LOC must be received no later than Wednesday, July 30, 2008, at 3:00 P.M. (Central Time).**

Enclosures: Attachment A, RFP Information Form
Attachment B, Proposal Exception Summary Form

**ATTACHMENT A
PRODUCT LIST AND COST INFORMATION**

Company Name: _____ **Date:** _____

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

Contact E-mail: _____

MFG #	DESCRIPTION	QTY	UNIT COST	EXTENDED COST	WARRANTY PERIOD
113090	ENTERPRISE CONFIG TO QUOTE	1			
199990	PROJECT SYSTEM CONFIGURATI	1			
199995	INTRICACY LEVEL 5 IMPLEMEN	1			
185446	AVAYA COMMUNICATIONS SOLUT	1			
195313	COMPACT FLASH READER W/FLS	2			
700406291	COMPACT FLASH READER RHS	2			
700381254	COMPACT FLASH 128MB RHS	2			
405362641	PWR CORD USA	58			
185840	CM MODEL ADDITIONS	1			
195250	IPSI2 CP TN2312BP RHS	14			
195251	C-LAN INTF CIRCUIT PACK TN	1			
195826	S8500C ESS & LSP RHS	1			
700396807	S8500C SERVER RHS	1			
700170053	TECH LAPTOP LAN X-OVER CBL	1			
700405012	PWR SUPPLY FOR SAMP LITE R	1			
700384530	QUICK START FOR HDWR INSTL	1			
700169998	S87xx AND 8500B ETHERNET C	1			
203071	IP 320 MEDIA RESOURCE TN26	9			
207936	CM5.0 S8500 ESS W/ENTERPRI	1			
700170004	CABLE RED 5 METER CAT 5 RJ	1			
700170012	CABLE GREEN 5 METER	2			
700178056	CABLE GREEN 25 METER	7			
700178072	CABLE RED 25 METER	7			
700393408	FACILITY TEST CP TN771DP R	1			

MFG #	DESCRIPTION	QTY	UNIT COST	EXTENDED COST	WARRANTY PERIOD
700394497	BUS TERMINATOR CP AHF110 R	18			
700394794	DS1 INTFC TN464HP RHS	18			
700394950	G650 MEDIA GATEWAY RHS	27			
700397284	G600/G650 TDM LAN CABLE KI	18			
700397292	AVAYA C363T SWITCH RHS	1			
700405020	USB MODEM V.92 56K RHS	1			
700406135	G650 AC/DC PWR SUPPLY 655A	27			
700437171	CM5.0 LINUX UNITY SFTW CD	1			
195476	SOFTWARE SUPPORT COMMUNICA	1			
184816	POWER MODEL	1			
408357093	PWR BYP DIST MOD 120V 2000	1			
700019300	PWR UPS EXT 2000VA SERIES	1			
700315096	POWERPASS DIST MOD L5-30	3			
700329907	UPS WALL MT MAINT BYPAS MO	1			
700404429	UPS EXT BAT MOD W/1500-2KV	4			
700404502	UPS 4-POST RK MT KIT W/700	5			
700404627	UPS ONLINE 6KVA RK MT, 208	3			
700404726	UPS EXT BATTERY MOD FOR 60	7			
700404734	UPS 4-POST RAIL KIT FOR 60	13			
700404759	UPS UNIVERSAL SNMP CARD RH	1			
700427149	UPS LI RK MT RWR DIST STRI	5			
700434657	UPS ONLINE 12KVA TOWER W/6	1			
700434681	UPS EXT BATT MOD W/8-15KVA	2			
700434798	UPS ENVIRONMENTAL PROBE	5			
	TOTAL EXTENDED COST				

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)	