

## Memorandum for General RFP Configuration

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**To:** Vendor with current valid proposal for General RFP #3617 for Telecommunications Equipment and Services

**From:** David L. Litchlitter 

**CC:** ITS Project File Number 36960

**Date:** March 16, 2010

**Subject:** Letter of Configuration (LOC) Number 36960-2 for the procurement of AVAYA equipment for the Mississippi Valley State University (MVSU)

**Contact Name:** Paula Conn

**Contact Phone Number:** 601-359-4411

**Contact E-mail Address:** Paula.Conn@its.ms.gov

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The Mississippi Department of Information Technology Services (ITS) is seeking the hardware described below on behalf of the Mississippi Valley State University (MVSU). Our records indicate that your company currently has a valid proposal on file at ITS in response to General RFP #3617 for Telecommunications Equipment and Services. Our preliminary review of this proposal indicates that your company offers products, software, 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

ITS is seeking the AVAYA equipment listed in Attachment A, *Product List and Cost Proposal Form*. This equipment will be installed at Mississippi Valley State University, Sutton Hall currently under renovation at the University in Itta Bena, Mississippi. Funds for this procurement are provided through the Mississippi Department of Finance and Administration Bureau of Building, Grounds, and Real Property Management (BOB).

## 3. PROCUREMENT PROJECT SCHEDULE

Task	Date
Release of LOC	Tuesday, March 16, 2010
Proposals Due	Tuesday, March 30, 2010, 3:00 p.m. (CDT)
Proposal Evaluation	March 30, 2010—April 2, 2010
Notification of Award	Monday, April 5, 2010
Delivery	Friday, April 16, 2010

## 4. STATEMENTS OF UNDERSTANDING

- 4.1 Proposed equipment must be new from the manufacturer and qualify for warranty and maintenance services.
- 4.2 It is the State’s intention that the hardware ships to MVSU at 14000 Highway 82 West, Itta Bena, Mississippi 38941 to the attention of Edgar Bland on or before April 16, 2010.

- 4.3 Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

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

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

- 4.4 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.**

- 4.4.1 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.ms.gov.

- 4.4.2 Vendor may consult with State representatives as designated by the State contact person identified in 4.4.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.
- 4.5 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 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.
- 4.6 Vendor must acknowledge in this item Vendor's understanding that funds for this procurement will be provided through the Mississippi Department of Finance and Administration Bureau of Building, Grounds, and Real Property Management. Upon award, Vendor will be provided by ITS instructions for submitting invoices for payment.

## **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 the item 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 proposed, 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 MVSU will require remote expert systems support.

## **7. ADDITIONAL 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, here, what additional components may be needed and are proposed in order to complete each configuration.

- 7.2 Vendor must specify the discounted price for each item.
- 7.3 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 ITS for these returned items nor will Vendor charge a restocking fee.
- 7.7 When completing Attachment A, *Product List and Cost Proposal Form*, Vendor must provide a cost for each item, even if the cost is \$0.00. Do not leave any cost fields blank. Though not required, Vendors are encouraged to submit cost information using the MS Excel Spreadsheet that is included as a separate file.

## 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 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. 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.
- 8.7 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.

**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 Proposal Form* (Attachment A) to provide cost information. Follow the instructions on the form. Incomplete forms will not be processed.

**11. DELIVERY INSTRUCTIONS**

**Vendor must deliver the response to Paula Conn at ITS no later than Tuesday, March 30, 2010, at 3:00 P.M. (Central Daylight Time).** Responses may be delivered by hand, via regular mail, overnight delivery, e-mail, 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.

Enclosures: Attachment A, Product List and Cost Proposal Form  
Attachment B, Proposal Exception Summary Form

**ATTACHMENT A  
PRODUCT LIST AND COST PROPOSAL FORM**

**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			
19999X	INTRICACY LEVEL X - PROJEC	1			
185446	AVAYA COMMUNICATIONS SOLUT	1			
193008	CM S8400 MODEL UPG	1			
165397	IP TRUNK LICENSE 1 P0RT	6			
195311	INTEGRATED CSU RHS	2			
700393770	120A5 CSU MOD RHS	2			
700406101	DS1 LOOPBACK JACK 700A RHS	2			
700417140	ICSU MOD DOC 03-601208	2			
207941	AVAYA AURATM R5 S8400 UPG	1			
195536	RLTY UNIT RDHT ENTRPRS MAJ	1			
212337	IM ASA VAM CLIENT CM LIC A	1			
212487	CC R5 BASIC UPG RFA RELEAS	1			
225201	AURA STD ED R5 101-1000 SN	156			
225213	AURA STD ED R5 101-1000 AD	150			
227272	SAL STDALN GATEWAY LIC R1.	1			
700383326	S SERIES RPLCMNT LINE CORD	130			
700383920	IP PHONE 9640 GRY 9640D01A	20			
226221	RLTY UNIT NUANCE VOCON3200	20			
229395	RLTY PREPAY WINDRIVER VXWO	20			
700395445	120A CSU CABLE 50FT RHS	2			
700406101	DS1 LOOPBACK JACK 700A RHS	1			
700406267	S8300/S8400 CD/DVD ROM DRI	1			
700412976	AWTS RACK MNT KIT RHS	1			
700413172	AWTS NETLINK AVPP 20 RHS	1			
700415557	IP PHONE 1608 BLK	43			
700415573	IP PHONE 1600 SERIES 32B M	4			
700415607	PWR ADPTR POE 1603 IP PHON	43			
700430416	AWTS 3645 WRLS PHONE	10			
700430432	AWTS DUAL CHRGR FOR 3641/3	10			
700430457	AWTS BATTERY STD FOR 3641/	20			
700450190	IP PHONE 1616 BLK C2	44			
700452618	IA770/CMM R5.x UPG MEDIA K	1			
700456270	ADMIN TOOLS 5.2 CD	1			

<b>MFG#</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>	<b>WARRANTY PERIOD</b>
700458508	IP PHONE 1603SW BLK	43			
700466014	DS1 INTF TN464HP - NON GSA	2			
700476351	AVAYA AURATM R5.2.1 UPG SF	1			
700479439	PROGNOSIS VOIP MONITORING	1			
700409881	HIS HEADSET CBL FOR 1600/9600 PHONES	4			
700428204	SUPRAELITE MONRL NC WRLS - NA	4			
700420276	AWH-55+ WRLS HEADSET W/HSC NA	4			
	Shipping, if applicable				
	<b>TOTAL EXTENDED COST</b>				

**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)	