

Memorandum for General RFP Configuration

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

From: David L. Litchliter 

CC: ITS Project File Number 35129

Date: July 23, 2010

Subject: Letter of Configuration (LOC) Number 35129 for the procurement of Alcatel Communications Equipment for the Jackson State University (JSU)

Contact Name: Paula Conn

Contact Phone Number: 601-359-4411

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

The Mississippi Department of Information Technology Services (ITS) is seeking the hardware described below on behalf of Jackson State University (JSU). Our records indicate that your company currently has a valid proposal on file at ITS in response to General RFP #3617 for Telephone 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 2, 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 Alcatel equipment listed in Attachment A, *Product List and Cost Proposal Form*. This equipment will be installed at Jackson State University (JSU), Dansby/Johnson Hall currently under renovation at the University in Jackson, 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	Friday, July 23, 2010
Proposals Due	Monday, August 9, 2010
Proposal Evaluation	Monday, August 9-10, 2010, at 3:00 p.m. (Central Time)
Notification of Award	Friday, August 13, 2010
Delivery of Equipment	Tuesday, August 31, 2010

4. STATEMENTS OF UNDERSTANDING

- 4.1 Proposed equipment must be new from the manufacturer and qualify for warranty and maintenance services.
- 4.2 Vendor must be aware that ITS reserves the right to make additional purchases at the proposed prices for a six (6) month period.

- 4.3 It is the State's intention that the hardware ship to the attention of Michael Robinson at JSU, 1400 J. R. Lynch Street, Jackson, MS 39217 on or before August 31, 2010.
- 4.4 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.

- 4.5 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.**

- 4.5.1 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.
- 4.5.2 Vendor may consult with State representatives as designated by the State contact person identified in 4.5.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.
- 4.6 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.
- 4.7 Vendor must acknowledge in this item Vendor understands 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 JSU.

6. EQUIPMENT WARRANTY AND POST-WARRANTY MAINTENANCE

- 6.1 Vendors must state the warranty period for each item proposed, during which time maintenance need not be paid. Warranty must include at a minimum parts and labor.
- 6.2 If warranty period is less than three years, Vendor must provide pricing as a separate line item on Attachment A to extend the warranty to three years for each item proposed. DFA/BOB will cover the associated charges for the first year warranty/maintenance, and JSU will be responsible for any charges post first year, if additional support is selected. Please note in this item, as well, both the cost for the first year and the three year cost.

- 6.3 Vendors must detail what is included in the standard warranty for each item proposed.
- 6.4 Vendor must indicate whether warranty service is available past the three years for each item proposed. Specify annual cost, if any, and period of extension.
- 6.5 Vendor must state if warranty is on-site or depot (i.e, mail-in) for each item proposed.
 - 6.5.1 If depot, Vendor must indicate maximum turnaround time from shipment of hardware.
 - 6.5.2 If on-site, when the Vendor receives an initial service call on products, who makes the initial on-site call? Does it depend on the client location?
 - 6.5.3 If on-site, then Vendor must provide details on how a call is initiated and all steps involved in getting the item repaired.
- 6.6 Vendor must indicate what the response time will be for responding to the initial call, coming on-site, and providing a resolution. This detail must include an average response time as well as a not-to-exceed time-frame for each type of response.
- 6.7 Vendor must specify escalation procedures for the State should a warranty call not be handled to the State's satisfaction.

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 delivery interval proposed by the Vendor's company, particularly if Vendor cannot meet the August 31, 2010, delivery date specified in Item 4.3.
- 7.3 Vendor must specify the discounted price for each item.
- 7.4 Freight is FOB destination. No itemized shipping charges will be accepted.
- 7.5 Vendor must provide all technical specifications and manuals (documentation) at the point of sale.

- 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 JSU 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 or not applicable. Do not leave any cost fields blank and do not use a dash. 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.

9. SCORING METHODOLOGY

ITS will use cost to determine the lowest and best proposal. Please note that failure to follow the instructions found in this LOC may result in Vendor proposal being rejected, regardless of cost.

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 Monday, August 9, 2010, 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) 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**

Company Name: _____ **Date:** _____

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

Contact E-mail: _____

MFG#	DESCRIPTION	QTY	UNIT COST	EXTENDED COST	WARRANTY PERIOD	EXTENDED POST-WARRANTY COST (year one, see 6.2)	EXTENDED POST-WARRANTY COST (years two and three)
3BA23260AA	INTOF2 BOARD	10					
3BA53119AA	COST-MU CARD (Multi-mode connector)	15					
3BA53152AA	COST-MO CARD (Mono-mode connector)	15					
3BA28142UA	CABLE DPT1 RJ45-15M	16					
3BA73006AA	4635H SPA3 BOARD	5					
3BA23266AA	eUA32 BOARD	10					
3BA58020UB	CABLE TY1 64 PTS DIN-15M	15					
3BA23241AA	GPA2 BOARD	2					
3BA23193AC	INT-IP2 BOARD	2					
3BA00071UD	M3 EMPTY CABINET	3					
3BA56007UA	ACT28 SHELF	6					
3BA26275AA	POWER SUPPLY 110V/300W	12					
3BA27305AA	PSC RECTIFIER CABINET	3					
3GV27010UB	4029 DIGITAL MULTILINE	20					
3GV27009UB	4039 DIGITAL MULTILINE	20					
	GRAND TOTAL						

**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)	