

## Memorandum for General RFP Configuration

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**To:** Vendor with current valid proposal for General RFP #3579 for Telephone Equipment and Services

**From:** David L. Litchlitter 

**CC:** ITS Project File Number 36870

**Date:** November 12, 2009

**Subject:** Letter of Configuration (LOC) Number 38022 for the procurement of AVAYA telecommunications equipment for the Mississippi Department of Information Technology Services (ITS)

**Contact Name:** Chris Nix

**Contact Phone Number:** 601-359-1641

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

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The Mississippi Department of Information Technology Services (ITS) is seeking the hardware described below. Our records indicate that your company currently has a valid proposal on file at ITS in response to General RFP #3579 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 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*. This equipment will be installed in the Robert E. Lee and Woolfolk office buildings in Jackson, Mississippi. The Telecommunications Services Division of ITS (ITS-TS) will manage the equipment. Funds for this procurement are provided through the Mississippi Department of Finance and Administration Bureau of Building, Grounds, and Real Property Management.

## 3. PROCUREMENT PROJECT SCHEDULE

Task	Date
Release of LOC	Thursday, November 12, 2009
Proposals Due	Thursday, December 3, 2009
Proposal Evaluation	Thursday, December 3-Monday, November 7, 2009
Notification of Award	Tuesday, December 7, 2009
Delivery Date	Tuesday, December 21, 2009

## 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 purchase this equipment from multiple vendors if advantageous to the State.

- 4.3 It is the State's intention that the equipment ship to ITS Telecom Services, Attn: Dennis Bledsoe, 239 Lamar Street, Suite 401, Jackson, MS 39201, on or before December 21, 2009.
- 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: Chris Nix, Technology Consultant, 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201, 601-359-1641, Chris.Nix@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'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 following equipment list in Attachment A, *Product List and Cost Proposal Form*.
- 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 Vendors 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 ITS-TS 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.

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

**11. DELIVERY INSTRUCTIONS**

**Vendor must deliver the response to Chris Nix at ITS no later than Thursday, December 3, 2009, 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 Chris Nix 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:** \_\_\_\_\_

**Robert E. Lee Building**

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			
104164	BCS INSTL CUSTMR SOLUTION	1			
185840	CM MODEL ADDITIONS	1			
195311	INTEGRATED CSU RHS	4			
700393770	120A5 CSU MOD RHS	4			
700406101	DS1 LOOPBACK JACK 700A RHS	4			
700417140	ICSU MOD DOC 03-601208	4			
212860	CC SIP EAS AVAIL AGTS TRAC	625			
405362641	PWR CORD USA	14			
700394950	G650 MEDIA GATEWAY RHS	6			
700395445	120A CSU CABLE 50FT RHS	8			
700397284	G600/G650 TDM LAN CABLE KI	2			
700406101	DS1 LOOPBACK JACK 700A RHS	4			
700406416	CABLE ASSY B25A 25FT RHS	84			
700460041	G650 AC/DC PWR SUPPLY 655A	6			

MFG#	DESCRIPTION	QTY	UNIT COST	EXTENDED COST	WARRANTY PERIOD
700463482	FACILITY TEST CP TN771DP -	2			
226099	RLTY UNIT WINDRIVER VXWORK	2			
700463508	BUS TERMINATOR CP AHF110 -	8			
207936	CM5.0 S8500 ESS W/ENTERPRI	1			
216261	S8510 ESS & LSP	1			
700170012	CABLE GREEN 5 METER	2			
700454481	CM5.2 LINUX UNITY SFTW CD	1			
226571	RLTY UNIT SNMP EMANATE MAS	1			
700464506	USB MODEM USR5637-OEM 56K	1			
700465305	PW9130 1500 120V RACK W /S	1			
700394794	DS1 INTFC TN464HP RHS	4			
184816	POWER MODEL	1			
700434798	UPS ENVIRONMENTAL PROBE	1			
700465420	PW9130 3000 120V RACK W /S	1			
700465537	9130 BDM FOR 3000VA RACK M	1			
	<b>TOTAL EXTENDED COST</b>				

**Woolfolk Building**

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			
104164	BCS INSTL CUSTMR SOLUTION	1			
185840	CM MODEL ADDITIONS	1			
207936	CM5.0 S8500 ESS W/ENTERPRI	1			

MFG#	DESCRIPTION	QTY	UNIT COST	EXTENDED COST	WARRANTY PERIOD
212860	CC SIP EAS AVAIL AGTS TRAC	600			
216261	S8510 ESS & LSP	1			
224271	IPSI2 CP TN2312BP - NON G	4			
226099	RLTY UNIT WINDRIVER VXWORK	4			
224274	IP320 MEDIA RESOURC TN2602	4			
226099	RLTY UNIT WINDRIVER VXWORK	4			
405362641	PWR CORD USA	24			
700170012	CABLE GREEN 5 METER	2			
700178056	CABLE GREEN 25 METER	4			
700394950	G650 MEDIA GATEWAY RHS	11			
700397284	G600/G650 TDM LAN CABLE KI	8			
700437924	CALL CLASSIFIER CP TN744FP	4			
700454481	CM5.2 LINUX UNITY SFTW CD	1			
226571	RLTY UNIT SNMP EMANATE MAS	1			
700460041	G650 AC/DC PWR SUPPLY 655A	11			
700463482	FACILITY TEST CP TN771DP -	1			
226099	RLTY UNIT WINDRIVER VXWORK	1			
700463508	BUS TERMINATOR CP AHF110 -	8			
700464506	USB MODEM USR5637-OEM 56K	1			
700465305	PW9130 1500 120V RACK W /S	1			
700434798	UPS Environmental Probe	2			
700315096	Powerpass Dist Mod	2			
	<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)	