

Memorandum for General RFP Configuration

To: Vendor with current valid proposal for General RFP #3577 for Cabling Materials
From: David L. Litchliter 
CC: ITS Project File Number 37515
Date: November 24, 2009
Subject: Letter of Configuration (LOC) Number 37515 for the procurement of cabling materials 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

The Mississippi Department of Information Technology Services (ITS) is seeking the cabling materials described below. Our records indicate that your company currently has a valid proposal on file at ITS in response to General RFP #3577 for Cabling Materials. Our preliminary review of this proposal indicates that your company offers products 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 equipment listed in Attachment A, *Product List and Cost Proposal*. This equipment will be used by ITS to complete inside cabling at its new location. 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 | Tuesday, November 24, 2009 |
| Deadline for Vendors’ Written Questions | Monday, November 30, 2009 |
| Addendum with Vendors’ Questions and Answers | Wednesday, December 2, 2009 |
| Proposals Due | Monday, December 7, 2009 |
| Proposal Evaluation | December 8-9, 2009 |
| Notification of Award | December 11, 2009 |
| Delivery of Equipment | January 15, 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 purchase this equipment from multiple vendors if advantageous to the State.

- 4.3 It is the State's intention that the hardware and software ship to ITS to the attention of Jeff Jennings at 239 North Lamar Street, Room 301, Jackson, Mississippi on or before January 15, 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: 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 All material must be plenum rated where applicable.
- 5.4 Systimax is our agency standard for copper (cable, jack, and patch panel).
- 5.5 Fiber must be Systimax or Corning.
- 5.6 All multimode fiber must be OM3-150 rate (minimum).
- 5.7 All fiber must be of interlocking armor type. ITS will not have the space to deploy innerduct.
- 5.8 COPE CAT-Tray is required to meet and connect to existing cable tray, no exception.

6. WARRANTY/MAINTENANCE

Vendors must state the warranty period for the proposed products.

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 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 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

- 11.1 **Vendor must deliver the response to Chris Nix at ITS no later than Monday, December 7, 2009, 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 Chris Nix 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 Chris Nix of ITS at Chris.Nix@its.ms.gov. **Any questions concerning the specifications detailed in this LOC must be received no later than Monday, November 30, 2009, at 3:00 P.M. (Central Time).**

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: _____

| Qty. | Manufacturer | Description | Color | Mfg. Part Number | Unit Cost | Extended Cost |
|-------------------------------|---------------|---|-----------|------------------|-----------|---------------|
| Copper | | | | | | |
| 8000' | Systimax | Cat 6 Plenum | White | 700208101 | | |
| 91000' | Systimax | Cat 6 Plenum | Blue | 700208093 | | |
| 2276 | Systimax | Cat 6 Data Jacks | Black | 700206667 | | |
| 49 | Systimax | Cat 6 Voice Jacks | Ivory | 700206717 | | |
| 50' | Mohawk | Cat 3 50 Pair Plenum | | M56126 | | |
| 4 | AllenTel | Full Duplex Blue Board | Blue | GB183B1 | | |
| 4 | Siemons | 66 Block | White | M1-50 | | |
| 34 | Panduit | Horizontal Wire Management | Black | WMP1-RBC | | |
| 20 | Systimax | 4 Port Faceplates | Stainless | M14SP | | |
| 10 | Systimax | 2 Port Faceplates | Stainless | M12SP | | |
| 4 | Systimax | Cat 6 Wall Plate | Stainless | 760024463 | | |
| 2 | CPI | 3' Swing Rack | Black | 11791-718 | | |
| 1 | Panduit | Plenum Cable Ties | Black | PLT3S-C702Y | | |
| Fiber | | | | | | |
| 564 | Systimax | LC Connector SM Simplex | Blue | 760034199 | | |
| 972 | Systimax | LC Connector MM Simplex | Ivory | 760034181 | | |
| 4 | Systimax | Consumables Kit(Fiber) | | 700005580 | | |
| IPATCH Material List | | | | | | |
| 48 | Systimax | 360i Patch 48 Port Patch Panel (1100GS3) | | 760067702 | | |
| 15 | Systimax | 360i Patch Panel Manager | | 760095562 | | |
| 10 | Systimax | 360i Patch Network Manager | | 760105353 | | |
| 63 | Systimax | 360i Patch G2 LC Fiber Shelf | | 760105171 | | |
| 1 | Systimax | Enterprise Software Ipatch up to 10000 Port | | 760111195 | | |
| Floor Cable Management | | | | | | |
| 2 | COPE CAT-TRAY | Cat 2 Series 24" Wide (10' stick) | | CAT2-24SL-120 | | |

| Qty. | Manufacturer | Description | Color | Mfg. Part Number | Unit Cost | Extended Cost |
|---|---------------|--|-------|------------------|-----------|---------------|
| 15 | COPE CAT-TRAY | Cat 2 Series 12" Wide (10' stick) | | CAT2-12SL-120 | | |
| 9 | COPE CAT-TRAY | CAT-GC STRAIGHT EXTENDER | | CAT-GC | | |
| 9 | COPE CAT-TRAY | STRAIGHT EXT. NUT/BOLT | | EG-CBN | | |
| 4 | COPE CAT-TRAY | T-BAR | | T-BAR | | |
| 8 | COPE CAT-TRAY | CH3 CONNECTING HARDWARE | | CH3 | | |
| 2 | COPE CAT-TRAY | CH2 CONNECTING HARDWARE | | CH2 | | |
| 60 | COPE CAT-TRAY | 1" U-BOLTS | | | | |
| Pre-terminated Fiber for Data Center | | | | | | |
| | | | | Length | | |
| 1 | | (Preterminated One end) 12 Strand SM, with LC connectors | | 120' | | |
| 1 | | (Preterminated One end) 12 Strand SM, with LC connectors | | 160' | | |
| 1 | | (Preterminated One end) 12 Strand SM, with LC connectors | | 50' | | |
| 1 | | (Preterminated One end) 24 Strand SM, with LC connectors | | 40' | | |
| 2 | | (Preterminated One end) 24 Strand SM, with LC connectors | | 60' | | |
| 2 | | (Preterminated One end) 24 Strand SM, with LC connectors | | 70' | | |
| 1 | | (Preterminated One end) 24 Strand SM, with LC connectors | | 140' | | |
| 6 | | (Preterminated One end) 48 Strand SM, with LC connectors | | 40' | | |
| 1 | | (Preterminated One end) 48 Strand SM, with LC connectors | | 60' | | |
| 1 | | (Preterminated One end) 48 Strand SM, with LC connectors | | 110' | | |
| 2 | | (Preterminated One end) 48 Strand SM, with LC connectors | | 160' | | |
| 1 | | (Preterminated One end) 12 Strand MM, with LC connectors | | 120' | | |
| 1 | | (Preterminated One end) 12 Strand MM, with LC connectors | | 160' | | |
| 1 | | (Preterminated One end) 12 Strand MM, with LC connectors | | 50' | | |
| 1 | | (Preterminated One end) 24 Strand MM, with LC connectors | | 40' | | |
| 2 | | (Preterminated One end) 24 Strand MM, with LC connectors | | 60' | | |
| 2 | | (Preterminated One end) 24 Strand MM, with LC connectors | | 70' | | |

| Qty. | Manufacturer | Description | Color | Mfg. Part Number | Unit Cost | Extended Cost |
|--------------|--------------|---|-------|------------------|-----------|---------------|
| | | Strand MM, with LC connectors | | | | |
| 1 | | (Preterminated One end) 24 Strand MM, with LC connectors | | 140' | | |
| 3 | | (Preterminated One end) 48 Strand MM, with LC connectors | | 40' | | |
| 3 | | (Preterminated One end) 48 Strand MM, with LC connectors | | 60' | | |
| 2 | | (Preterminated One end) 48 Strand MM, with LC connectors | | 70' | | |
| 3 | | (Preterminated One end) 48 Strand MM, with LC connectors | | 110' | | |
| 1 | | (Preterminated One end) 48 Strand MM, with LC connectors | | 140' | | |
| 2 | | (Preterminated One end) 48 Strand MM, with LC connectors | | 260' | | |
| 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) | |
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