

LOC Questions and Clarifications Memorandum

To: Solicited Vendors for Letter of Configuration (LOC) Number 38453, dated April 15, 2010 for the University of Mississippi Medical Center (UMMC)

From: David L. Litchlitter

Date: April 27, 2010

Subject: Responses to Questions Submitted and Clarifications to Specifications

Contact Name: Ravaughn Robinson

Contact Phone Number: 601-359-5280

Contact E-mail Address: Ravaughn.Robinson@its.ms.gov

The following questions were submitted to ITS and are being presented as they were submitted, except to remove any reference to a specific vendor. This information should assist you in formulating your response.

Question 1: What is your termination for convenience clause in your existing maintenance contract?

Response: The following articles are included in the existing contract to describe the reasons for terminating a contract and the related penalties:

1) If the funds anticipated for the fulfillment of this Agreement are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Agreement, Customer shall have the right to immediately terminate this Agreement without damage, penalty, cost, or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

2) Contractor shall notify the Customer of any potential conflict of interest resulting from the representation of or service to other clients. If such

conflict cannot be resolved to the Customer's satisfaction, the Customer reserves the right to terminate this Agreement.

3) Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) by Customer, without the assessment of any penalties, upon thirty (30) days written notice to Contractor, if Contractor becomes the subject of bankruptcy, reorganization, liquidation, or receivership proceedings, whether voluntary or involuntary; (c) by Customer, without the assessment of any penalties, for any reason after giving thirty (30) days written notice prior to the anniversary date of this Agreement specifying the effective date thereof to Contractor; or (d) by either party in the event of a breach of a material term or provision of this Agreement where such breach continues for thirty (30) days after the breaching party receives written notice from the other party. Upon termination, Contractor shall refund to Customer any and all applicable unexpended prorated maintenance/support fees/charges, previously paid by Customer. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

Question 2: What is the penalty for early termination?

Response: See response to Question 1.

Question 3: What is the remaining contract value?

Response: ITS issues spending authorization documents (CP-1) to State agencies and Institutions of Higher Learning, but does not audit or reconcile the available funds.

Question 4: Avaya Software Support (SS) and Software Support (SSU) with Upgrades is normally sold ONLY on sites that have Avaya maintenance. Since Carousel has the hardware maintenance contract on this site is it acceptable for us to replace all of the listed SSU codes with equivalent Joint Services Delivery/ Software Support with Upgrades (JSD/SSU) material codes?

(JSD is an Avaya-supported program which allows partners with their own service abilities to support customers jointly with Avaya. JSD requires authorizations and accreditations for the BP to design, sell, install, and maintain the JSD-supported products and JSD can be offered to customers that do not have Avaya-direct maintenance. These customers will call their JSD provider for everything—and then if necessary, the JSD provider escalates to Avaya. For customers receiving hardware maintenance through an authorized BusinessPartner, JSD/SSU is typically offered—the levels of service, upgrades, and support for the customer are identical under either plan.)

Response: Yes, Vendors may submit Joint Services Delivery/ Software Support with Upgrades (JSD/SSU) material codes to replace the Avaya Software Support (SS) and Software Support (SSU) with Upgrades material codes listed in Attachment A, *Cost Information Form*. Vendors must clearly identify any material codes that are replacements or substitutions. Any alternate material codes will be reviewed by the State's AVAYA Account Team System Engineer.

LOC responses are due May 3, 2010, at 3:00 p.m. (Central Time).

If you have any questions concerning the information above or if we can be of further assistance, please contact Ravaughn Robinson at 601-359-5280 or via email at Ravaughn.Robinson@its.ms.gov.

cc: ITS Project File Number 38453