

**State of Alabama
Office of Information Technology (OIT)**

Request for Information (RFI)

CS2100 Equipment Removal RFI

RFI#: 2021-CS2100-01

November 18, 2021

TABLE OF CONTENTS

1. STATEMENT OF WORK.....	3
1.1. Purpose.....	3
1.2. Participation.....	3
2. GENERAL INFORMATION.....	3
2.1. Original RFI Document Archive.....	3
2.2. Schedule of Events.....	3
2.3. Intent and Scope of RFI.....	4
3. SUBMITTAL PREPARATION INSTRUCTIONS.....	5
3.1. Vendor’s Understanding of the RFI.....	5
3.2. Good Faith Statement.....	5
3.3. Communication.....	5
3.4. Submittals.....	5
3.5. Response Format.....	5
3.6. No Publicity or Promotion.....	5
3.7. Confidentiality.....	5
3.8. Vendor’s Submission.....	6
3.9. Costs.....	6
3.10. Vendor’s Responses.....	6
3.11. No Liability.....	6
3.12. Entire RFI.....	6
3.13. Evaluation of Responses.....	6
4. VENDOR QUALIFICATIONS.....	8
5. SCOPE OF WORK, SPECIFICATIONS & GENERAL REQUIREMENTS.....	9
5.1. Telephones Equipment.....	9
5.2. CS2100 Infrastructure Equipment.....	9
5.3. Miscellaneous Equipment.....	9
5.4. Optional Equipment.....	9
6. Pricing.....	11
7. Terms and Conditions.....	12
8. Cost Proposal Template.....	15

1. STATEMENT OF WORK

1.1. Purpose

The purpose of this Request for Information (RFI) is to identify a Vendor for the removal of the CS2100 Telephone System and associated equipment located in office building in downtown Montgomery, Alabama.

The State of Alabama has determined that the procurement of these services does not require a competitive bid process. However, OIT intends to procure these services in an open manner that delivers the best value for the State.

This RFI does not bind either OIT or the VENDOR to any further consideration or intentions and does not constitute an agreement or obligation by either party. This document is not an offer to contract. Information provided by the VENDOR may be used to initiate contract negotiation with the VENDOR.

1.2. Participation

The intended coverage of this RFI shall be to support OIT with the removal of equipment listed in Section 5 for this RFI.

2. GENERAL INFORMATION

2.1. Original RFI Document Archive

OIT shall retain the RFI, and all related terms and conditions, exhibits and other attachments, in original form or in an archival copy.

2.2. Schedule of Events

The following is a tentative schedule that will apply to this RFI, but may change in accordance with OITs needs or unforeseen circumstances.

A site visit to review the equipment and OIT facilities will be as listed in the schedule below. The OIT equipment and facilities site visit will be held at:

Folsom Administration Building
64 North Union Street, Suite 202
Montgomery, AL, 36130

The site visit will be guided by OIT personnel to ensure that all Vendors are receiving the same information regarding the equipment and facilities.

Event	Date
Issuance of RFI	11/18/2021
Questions Due	12/03/2021
Posting of OIT Response to Questions	12/09/2021
OIT site visit	12/15/2021
Submittals Due	01/05/2021
Evaluation of Responses	01/06/2021 – 01/17/2021
Letter of Intent	TBD
Start of Contract	TBD

2.3. Intent and Scope of RFI

OIT is soliciting responses from Vendors as to their interest in the removal of the CS2100 Telephone System and associated equipment. This request requires Vendor personnel to make good faith effort to convey interest in the equipment and ability remove the equipment listed in Section 5 of this RFI.

3. SUBMITTAL PREPARATION INSTRUCTIONS

3.1. Vendor's Understanding of the RFI

In responding to this RFI, the VENDOR accepts the full responsibility to understand the RFI in its entirety, and in detail, including making any inquiries to OIT as necessary to gain such understanding.

3.2. Good Faith Statement

All information provided to OIT in this RFI is offered in good faith.

3.3. Communication

Verbal communication shall not be effective unless formally confirmed in writing by the specified contact listed below. In no case shall verbal communication govern.

VENDOR's inquiries, questions, and requests for clarification related to this RFI are to be directed via e-mail to:

Attention: CS2100 Equipment Removal RFI
E-mail: contracts@oit.alabama.gov

3.4. Submittals

We request the submittals be sent via email to:

Attention: CS2100 Equipment Removal RFI
64 North Union
Montgomery, AL 36130, Suite 200
E-mail: contracts@oit.alabama.gov

OIT is not responsible for lost transmission of submittals. Responses will not be accepted over the phone. Please submit responses before the deadline of submission as stated in Section 2.2.

3.5. Response Format

Please submit your response in Adobe PDF format to the email address indicated in Section 3.4.

3.6. No Publicity or Promotion

The VENDOR agrees that it will not publicize any information regarding this RFI or disclose, confirm, or deny any details thereof to third parties, or use OIT's name in connection with Vendor's sales promotion or publicity without prior written approval of OIT.

3.7. Confidentiality

All correspondence, documentation and information of any kind, provided to any Vendor, in connection with or arising out of this RFI:

- a) Remains the property of OIT
- b) Must not be used for any purpose other than for replying to this RFI.

All materials submitted by VENDOR in response to this RFI process shall become the property of OIT. To the extent permitted by Alabama law, all submissions shall be held in confidence during the evaluation process. By responding to this RFI, the VENDOR acknowledges and accepts that the full content of the submission and associated documents may be made available for public inspection.

3.8. Vendor's Submission

All correspondence, documentation and information provided in response to or because of this RFI may be reproduced for the purposes of reviewing the VENDOR's submission to this RFI. Any portion of a VENDOR's Submittal, it requests to be held confidential, must be clearly identified in the Response. OIT cannot guarantee the confidentiality of any information or material submitted to in pursuant to this RFI. OIT will not reveal any pricing from responses not resulting in a contract.

3.9. Costs

This RFI does not obligate OIT to pay for any costs of any kind whatsoever that may be incurred by a VENDOR or any third parties in connection with the Submittal. All Submittals and supporting documentation shall become the property of OIT, subject to claims of confidentiality in respect of the Submittal and supporting documentation.

3.10. Vendor's Responses

All accepted Submittals shall become the property of OIT and will not be returned.

3.11. No Liability

OIT shall not be liable to any VENDOR, person or entity for any losses, expenses, costs, claims or damages of any kind:

- a) Arising out of, or by reason of, or attributable to, the VENDOR responding to this RFI
- b) As a result of the use of any information, error or omission contained in this RFI document or provided during the RFI process.

3.12. Entire RFI

This RFI, any Addenda to it, and any schedules listed below constitute the entire RFI.

3.13. Evaluation of Responses

3.13.1. OIT will review the responses to determine the response that best meets the needs of the requirements.

- 3.13.2. OIT reserves the right to make an award without further discussion of any response submitted. There may be no best and final offer procedure by OIT among the VENDORS. Therefore, each response should be initially submitted on the most favorable terms the VENDOR can offer.
- 3.13.3. After the evaluation of responses and final consideration of all pertinent information available, OIT will issue an Intent to Award to all VENDORS. The notice will identify the VENDOR selected by OIT. The notice will not create rights, interests, or claims of entitlement in the apparent best-evaluated VENDOR or any VENDOR.
- 3.13.4. If a VENDOR fails to sign and return the Contract drawn pursuant to this RFI and the final Contract negotiations within thirty (30) days of its delivery to the VENDOR, OIT may determine, at its sole discretion, that the VENDOR is non-responsive to the terms of this RFI, reject the response, and open final Contract negotiations with another VENDOR.
- 3.13.5. Contract award shall be subject to the Contract approval of all appropriate state officials in accordance with applicable State laws and regulations.
- 3.13.6. During contract negotiations, OIT reserves the right to modify the scope of services described within this RFI. Furthermore, OIT reserves the right to add additional Statements of Work under the resulting Contract.

4. VENDOR QUALIFICATIONS

All VENDORS are asked to provide the following information:

- 1) Full legal name of the company
- 2) form of business (e.g., LLC, Inc., etc.)
- 3) Federal Employer Identification Number (FEIN)
- 4) DUNS #; state of business registration
- 5) Physical location mailing address (a PO Box address is unacceptable)
- 6) Primary Point of Contact: title, E-mail address and telephone number
- 7) Year business was established
- 8) Number of people currently employed
- 9) VENDOR References

The VENDOR shall provide three (3) references of similar size and scope for which the VENDOR served as the prime contractor, within the last five (5) years. These references can be from the private, non-profit, or government sector, but at least one (1) reference must be from a government entity. OIT will contact these references to verify VENDOR'S ability to perform the services sought under this RFI. The VENDOR must notify all references prior to the submission of the response that representatives from OIT will directly contact the references for scheduling interviews. For each reference, the VENDOR must provide:

- a. Client name;
- b. Description of service provided;
- c. A description of the VENDOR'S roles and responsibilities;
- d. Maximum number of staff on-site with the client (over entire period of client service);
- e. The time period of the project and/or Contract must be stated in the form of "from-to" dates (e.g., "Jan. 09 -- March 11"). Do not state this as a length of time (e.g., "two years"), without start and end dates;
- f. Client's contact reference name, E-mail address and telephone number; provide a primary and secondary contact for each client. The VENDOR must verify the accuracy of this information (names, E-mail addresses and telephone numbers) within thirty (30) days prior to the "Deadline for Submitting a Proposal" date. If OIT is unable to contact a reference after a reasonable effort, evaluation will proceed as if the reference were unfavorable; and
- g. Label the reference responses as follows: "PROPOSER Reference # 1," followed by specific responses to 4.5.1.1 through 4.5.1.6; etc.

5. SCOPE OF WORK, SPECIFICATIONS & GENERAL REQUIREMENTS

The VENDOR must remove all of the following equipment listed in Sections 5.1 – 5.3. The VENDOR must provide an acknowledge and comply statement that they will, if contracted, remove all of the equipment listed in Sections 5.1 – 5.3. The VENDOR must coordinate all Vendor activities of the removal of the listed equipment to include scheduling access to facility with OIT.

5.1. Telephones Equipment

The following is the list of telephone equipment to be removed by the VENDOR (129 boxes with approximately 4,500 sets):

- 2008DHF Meridian sets including foot stands and handsets
- 2616DHF Meridian sets including foot stands and handsets
- M22s key expansion modules

5.2. CS2100 Infrastructure Equipment

The following is the list of CS2100 Infrastructure equipment to be removed by the VENDOR (6 rows containing 66 cabinets):

- DMS100 System (Meridian Cabinets) include:
 - MCPM (1), MCAM (5), MCNM (5), MCSM (1), MCTM (16), MCGM (2), MCSS (2), MCLM (13), MCDDM (3), ENET (1), MS (1), CISM, IPE (7), Power plant cabinet (1)
- CS21000 Cabinets include:
 - SPDC (1), CSF (1), PAF (1), PT2K91), SPME (1)
- Meridian Mail System (2 cabinets)

5.3. Miscellaneous Equipment

The following is the list of Miscellaneous equipment to be removed by the VENDOR:

- Some of the above-mentioned cabinets houses the line cards for the 5870 analog lines and 12800 digital lines
- 9-boxes of unused analog 6X17 cards and 1-box of about 100 6X7601 line cards
- 2 cabinets with various spare cards
- 2 cabinets in the battery room for the rectifiers
- All CS2100 power cabling connecting switch cabinets to battery room
- All CS2100 proprietary network cabling underneath raised floor

5.4. Optional Equipment

The following is an optional task to be removed by the VENDOR (OIT will determine whether the pricing for this item is advantageous to the State.):

- All CAT 3 cabling between CS2100 and Main Distribution Frame. Due to cable routing underneath raised floor, the amount and extent of cabling removal will be at OIT's discretion.

6. Pricing

- 6.1.** The pricing will be used as the primary representation of the VENDOR'S price and determine eligibility for award during evaluation.
- 6.2.** OIT will only accept firm and fixed pricing for this project. No time-and-materials responses will be considered.
- 6.3.** Pricing is to be the VENDOR best and final price. However, OIT reserves the right to negotiate options and other considerations with the selected VENDOR to reach a final Contract price. If an agreement cannot be reached to the satisfaction of OIT within thirty (30) days of notification of intent to negotiate, OIT may reject Selected VENDOR response or revoke the selection and begin negotiations with the next Selected VENDOR.
- 6.4.** VENDORS must submit pricing to be delivered as a full-service model.
- 6.5.** VENDORS must use Attachment 8.6 - Pricing Template. The pricing for Optional Equipment will not be used to Evaluate the responses but rather to determine if it is advantageous to the State to utilize the VENDOR for the equipment removal.
- 6.6.** VENDORS must include all expenses, including travel, lodging, and any subcontractor costs when preparing their Pricing.
- 6.7.** Payments will only be made on the VENDOR successfully completing all work, satisfying all requirements, and receiving written approval by OIT.

7. Terms and Conditions

- 7.1. The VENDOR specifically is charged with knowledge of OIT's specific reservations of rights set out in this RFI and OIT's terms and conditions stated herein. By submitting a response, the VENDOR affirmatively acknowledges and agrees that the terms and conditions in Section 7 shall become part of any contract awarded under this RFI.
- 7.2. The VENDOR shall read the provisions listed below and respond with any exceptions the VENDOR takes to any provision.
- 7.3. INDEMNIFICATION: To the fullest extent permitted by law, the VENDOR shall indemnify, defend, and hold harmless OIT and the State of Alabama and their affiliates, and their respective administrators, officers, directors, agents and employees (the "Indemnitees"), from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the VENDOR's performance of services under this Agreement and/or any other of the VENDOR's acts and/or omissions under this Agreement. Without limiting the foregoing in any manner, the VENDOR shall indemnify, defend, and hold harmless the Indemnitees from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, (a) incurred as a result of the VENDOR's violation of any law, rule or regulation; (b) arising out of, or related to, the VENDOR's breach of warranty or representation; or (c) arising out of, or related to, the VENDOR's negligent or willful misconduct. For all claims against the Indemnitees by any employee, agent, or any other person directly or indirectly employed by the VENDOR, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the VENDOR or its agents, under worker's compensation laws, disability benefits laws or other employee benefits laws. VENDOR agrees that OIT will not indemnify the VENDOR under the terms of the contract.
- 7.4. GOVERNING LAW: VENDOR agrees that the final Agreement shall be governed by and construed in accordance with Alabama law, without giving any effect to the conflict of laws provision thereof.
- 7.5. INDEPENDENT CONTRACTOR: VENDOR acknowledges that it is an independent contractor, and neither the VENDOR nor its employees or subcontractors are to be considered employees of the state or entitled to benefits under the State of Alabama Merit System.
- 7.6. NOT A DEBT OF THE STATE OF ALABAMA: It is agreed that the terms and commitments contained therein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended.
- 7.7. CONFLICTS WITH LAW: It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

- 7.8. DISPUTE RESOLUTION:** In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, VENDOR's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar. Notwithstanding any provision of this Agreement, the State of Alabama does not release or waive, expressly or implied, its right to assert sovereign immunity or any other affirmative defense right it may have under law.
- 7.9. OPEN RECORDS:** VENDOR acknowledges that STATE may be subject to Alabama open records laws or similar State and/or federal laws relating to disclosure of public records and may be required, upon request, to disclose certain records and information covered by and not exempted from such laws. Notwithstanding anything to the contrary contained in VENDOR's response or final Agreement, VENDOR acknowledges and agrees that STATE may comply with those laws without violating any provision of VENDOR's response or final Agreement.
- 7.10. IMMIGRATION:** VENDOR agrees that by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. VENDOR shall provide to OIT documentation evidencing its participation in the federal E-Verify program operated by the U.S. Department of Homeland Security.
- 7.11. INSURANCE:** VENDOR shall maintain or obtain (as applicable), with respect to the activities in which VENDOR engages pursuant to this Agreement, professional liability (errors and omissions) insurance and general liability insurance in amounts reasonable and customary for the nature and scope of business engaged by such party. VENDOR shall deliver to OIT evidence of such insurance on or before the Effective Date of the Agreement and annually thereafter.
- 7.12. ACCESS TO FACILITIES:** VENDOR and its employees or agents shall have the right to use only those facilities of OIT that are necessary for its performance of services under this Contract and shall have no right of access to any other facilities of OIT. An escort will be provided by OIT to access restricted spaces/facilities.
- 7.13. PERFORMANCE BOND:** By the time of the signing of a contract, the Selected VENDOR must provide a Performance Bond in the form of a bond or other form acceptable to OIT. The amount of the Performance Bond will be determined during contract negotiations. This guarantee will be in force for the life of the contract. A breach of the contract and/or any damage caused that results from negligence, carelessness, accident, or abuse of the premises by Selected VENDOR will cause the performance guarantee to become payable to the State of Alabama. OIT will be the named recipient of the Performance Bond.

- 7.14. OPEN TRADE:** In compliance with Section 41-16-5 Code of Alabama (1975), the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
- 7.15. LICENSURE:** VENDOR warrants that it is fully licensed to do business in the State of Alabama.
- 7.16. APPROPRIATIONS:** OIT, in its sole discretion, may terminate or reduce the scope of the Agreement in the event of (1) a reduction in appropriations to any of the fund(s) from which VENDOR is to be paid for services under the Agreement, or (2) the proration of such funds being declared in accordance with Alabama law.
- 7.17. ASSIGNMENT:** Notwithstanding any other provision of this Agreement, and pursuant to Ala. Code § 41-16-29, this Agreement shall not be assignable by VENDOR without written consent of OIT. Any assignment or other transfer in violation of this requirement will be null and void.

8. Cost Proposal Template

*Costs must be shown in U.S. dollars

VENDOR:	
Authorized Signature:	Date:
	Cost
Telephones Equipment	
CS2100 Infrastructure Equipment	
Miscellaneous Equipment	
Optional Equipment	
TOTAL Cost*	