



RFP No: 3745

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until Tuesday, July 21, 2015 @ 3:00 p.m. Central Time for the acquisition of the products/services described below for Mississippi Department of Wildlife, Fisheries, and Parks.

IP Video, Video Management System (VMS) and Access Control System

**MANDATORY VENDOR CONFERENCE & SITE VISITS:
TUESDAY, JUNE 16, 2015 AND WEDNESDAY JUNE 17, 2015**

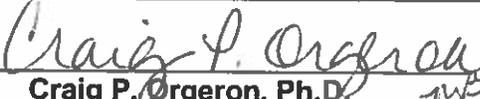
NOTE: THIS RFP CONTAINS MANDATORY REQUIREMENTS TO WHICH NO EXCEPTION MAY BE TAKEN. SEE SECTION VII, ITEM 2, FOR DETAILS.

The Vendor must submit proposals and direct inquiries to:

Chris Grimmer
Technology Consultant
Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8208
chris.grimmer@its.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO
RFP NO. 3745
due Tuesday, July 21, 2015 @ 3:00 p.m.,
ATTENTION: Paula Conn


Craig P. Orgeron, Ph.D. *ms*
Executive Director, ITS

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. 3745.

- _____ 1) One clearly marked original response and **seven (7)** identical copies of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please **DO NOT** include a copy of the RFP in the binder.
- _____ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- _____ 3) *Proposal Bond*, if applicable (Section I)
- _____ 4) *Proposal Exception Summary*, if applicable (Section V)
- _____ 5) Vendor response to *RFP Questionnaire* (Section VI)
- _____ 6) Point-by-point response to *Technical Specifications* (Section VII)
- _____ 7) Vendor response to *Cost Information Submission* (Section VIII)
- _____ 8) *References* (Section IX)

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**SECTION I
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY**

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services, (ITS), should contact for questions and/or clarifications.

Name _____ Phone # _____
Address _____ Fax # _____
_____ E-mail _____

Subject to acceptance by ITS, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A if included herein, 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 who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

Original signature of Officer in Bind of Company/Date

Name (typed or printed)

Title

Company name

Physical address

State of Incorporation

CONFIGURATION SUMMARY

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

PROPOSAL BONDS

Please attach the required Proposal Bond here.

SECTION II PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by ITS should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the office of ITS by the date and time specified. ITS is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).
6. ITS reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. ITS reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by ITS is the official version and will supersede any conflicting RFP language submitted by the Vendor.
9. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:
 - 9.1 The Vendor is required to submit one clearly marked original response and seven (7) identical copies of the complete proposal, including all sections and exhibits, in three-ring binders.
 - 9.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover

- page must be clearly typed and affixed to the package in a clearly visible location.
- 9.3 Number each page of the proposal.
 - 9.4 Respond to the sections and exhibits in the same order as this RFP.
 - 9.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
 - 9.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
 - 9.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
 - 9.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
 - 9.9 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
 - 9.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
 - 9.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
10. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.
 11. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to

provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.

12. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of ITS.

13. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:

13.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.

13.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.

13.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.

13.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.

13.5 The Vendor must submit a statement outlining the circumstances for the clarification.

13.6 The Vendor must submit one clearly marked original and seven (7) copies of the clarification.

13.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).

14. **Communications with State**

From the issue date of this RFP 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 RFP 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 RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this RFP, and they will be posted to the ITS web site. Vendors failing to comply with this requirement will be subject to disqualification.

14.1 The State's contact person for the selection process is: Paula Conn, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8208, chris.grimmer@its.ms.gov.

- 14.2 Vendor may consult with State representatives as designated by the State's contact person identified in 14.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

SECTION III VENDOR INFORMATION

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

1. **Interchangeable Designations**

The terms "Vendor" and "Contractor" are referenced throughout this RFP. Generally, references to the "Vendor" are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term "Contractor" denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms "State of Mississippi," "State" or "ITS" may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf ITS is issuing the RFP.

2. **Vendor's Responsibility to Examine RFP**

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of State**

All written proposal material becomes the property of the State of Mississippi.

4. **Written Amendment to RFP**

Any interpretation of an ITS RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the ITS website, together with the associated RFP specification. Vendors are required to check the ITS website periodically for RFP amendments before the proposal opening date at:

http://www.its.ms.gov/Procurement/Pages/RFPs_Awaiting.aspx

Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. If you are unable to access the ITS website, you may contact the ITS technology consultant listed on page one of this RFP and request a copy.

5. **Oral Communications Not Binding**

Only transactions which are in writing from ITS may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

6. **Vendor's Responsibility for Delivery**

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. Evaluation Criteria

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. Multiple Awards

ITS reserves the right to make multiple awards.

9. Right to Award in Whole or Part

ITS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. Right to Use Proposals in Future Projects

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. Price Changes During Award or Renewal Period

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

12. Right to Request Information

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

13. Vendor Personnel

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

- 13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.

- 13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.
14. **Vendor Imposed Constraints**
The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.
15. **Best and Final Offer**
The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All

BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16. Restriction on Advertising

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

17. Rights Reserved to Use Existing Product Contracts

The State reserves the right on turnkey projects to secure certain products from other existing ITS contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. Additional Information to be Included

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. Valid Contract Required to Begin Work

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with ITS successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A if included herein, except those specifically 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. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

ITS will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between ITS and the Vendor:

- 3.1 The Proposal Exception Summary Form as accepted by ITS;
- 3.2 Contracts which have been signed by the Vendor and ITS;
- 3.3 ITS' Request for Proposal, including all addenda;
- 3.4 Official written correspondence from ITS to the Vendor;
- 3.5 Official written correspondence from the Vendor to ITS when clarifying the Vendor's proposal; and
- 3.6 The Vendor's proposal response to the ITS RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both ITS and the winning Vendor.

5. Additional Contract Provisions

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

6. Contracting Agent by Law

The Executive Director of ITS is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). ITS is issuing this RFP on behalf of the procuring agency or institution. ITS and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

7. Mandatory Legal Provisions

7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.

7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.

7.3 The Vendor shall have no limitation on liability for claims related to the following items:

7.3.1 Infringement issues;

7.3.2 Bodily injury;

7.3.3 Death;

7.3.4 Physical damage to tangible personal and/or real property; and/or

7.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.

7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.

7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.

7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.

- 7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.
- 7.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

8. Approved Contract

- 8.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:
 - 8.1.1 Written notification made to proposers on ITS letterhead, or
 - 8.1.2 Notification posted to the ITS website for the project, or
 - 8.1.3 CP-1 authorization executed for the project, or
 - 8.1.4 The ITS Board's approval of same during an open session of the Board.
- 8.2 ITS statute specifies whether ITS Director approval or ITS Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.
- 8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the ITS Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the ITS Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

9. Contract Validity

All contracts are valid only if signed by the Executive Director of ITS.

10. Order of Contract Execution

Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of ITS signs.

11. Availability of Funds

All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.

12. CP-1 Requirement

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by ITS. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

13. Requirement for Electronic Payment and Invoicing

13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Mississippi State Government's Enterprise Resource Planning (ERP) solution ("MAGIC") will be made electronically, via deposit to the bank account of the Vendor's choice. The awarded Vendor must enroll and be activated in PayMode™, the State's current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting mash@dfa.ms.gov.

13.2 For state agencies that make payments through MAGIC, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through MAGIC. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

14. Time For Negotiations

14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the project contract from ITS, unless ITS consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor's response to this RFP. ITS may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless ITS consents to a different period.

15. Prime Contractor

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.

16. Sole Point of Contact

ITS will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.

16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.

16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

17. ITS Approval of Subcontractor Required

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. ITS reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

18. Inclusion of Subcontract Agreements

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

19. Negotiations with Subcontractor

In order to protect the State's interest, ITS reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

20. References to Vendor to Include Subcontractor

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

21. Outstanding Vendor Obligations

21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which ITS is the contracting agent and who has received written notification from ITS regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, ITS has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.

21.2 Any Vendor who is presently in default on existing contracts for which ITS is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.

21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.

22. Equipment Condition

For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to ITS specifications, unless an explicit requirement for used equipment is otherwise specified.

23. Delivery Intervals

The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.

24. Pricing Guarantee

The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.

25. **Shipping Charges**
For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.
26. **Amortization Schedule**
For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.
27. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**
All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.
28. **Ownership of Developed Software**
- 28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.
- 28.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.
29. **Ownership of Custom Tailored Software**
In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.
30. **Terms of Software License**
The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.
31. **The State is Licensee of Record**
The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

32. Compliance with Enterprise Security Policy

Any solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

The Enterprise Security Policy is available to third parties on a need-to-know basis and requires the execution of a non-disclosure agreement prior to accessing the policy. The Vendor may request individual sections of the Enterprise Security Policy or request the entire document. Prior to the Vendor receiving the requested policy information, the Vendor must sign and submit the non-disclosure agreement found on the ITS website, <http://www.its.ms.gov>, as follows: hover over "Services" at the top of the screen; select "Information Security", on the right hand side of the page, click on the link "Policy & Plans". The form can be found at the "Enterprise Security Policy" link under the "Third Party" heading. The complete web address is shown below:

<http://www.its.ms.gov/Services/Pages/ENTERPRISE-SECURITY-POLICY.aspx>

Vendor must provide contact information (name, email address, phone number) that can be used to coordinate the secure delivery of the requested information.

33. Negotiating with Next-Ranked Vendor

Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

34. Disclosure of Proposal Information

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the ITS Public Records Procedures established in accordance with the Mississippi Public Records Act. The ITS Public Records Procedures are available in Section 019-010 of the ITS Procurement Handbook, on the ITS Internet site at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=149> or from ITS upon request.

As outlined in the Third Party Information section of the ITS Public Records Procedures, ITS will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. ITS will not, however, give such notice with

respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the ITS Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, ITS will not provide third-party notice for requests for any contract executed as a result of this RFP.

Summary information and contract terms, as defined above, become the property of ITS, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal information are sometimes received by ITS significantly after the proposal opening date. ITS will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

35. Risk Factors to be Assessed

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

36. Proposal Bond

The Vendor must include a proposal bond in the amount of \$10,000.00 with its RFP proposal. Vendor is specifically disallowed from taking exception to the proposal bond requirement. Proposals without proposal bonds will be rejected.

The security must be in the form of a bond, irrevocable letter of credit, certified check, or cashier's check (hereinafter, "security") payable to the Mississippi Department of Wildlife, Fisheries, and Parks, to be held by their contracting agent, the Mississippi Department of Information Technology Services, and must be placed in the front of the Vendor's proposal. The submission of an acceptable security is a condition precedent to a valid proposal, and the amount of the security is not negotiable or contestable. Any proposal received without the security will be rejected and returned to the Vendor without further consideration.

The security binds the Vendor to the commitments made in writing in the Vendor's proposal. The security will be forfeited in the event the awarded Vendor, at any time during the contract negotiation process, refuses to honor commitments made in its proposal, reneges on pricing, takes exception to any term or condition that was not addressed in the Vendor's written proposal, or fails to execute a contract as anticipated in the RFP and the Vendor's proposal, including documented exceptions, within ten (10) working days after the Vendor's initial receipt of the project contract from ITS, unless an extension is agreed to by ITS.

As stated in the RFP, the Vendor may take exception to any point without incurring any liability to provide items to which an exception has been taken. Likewise, the State has no obligation to accept any proposed exception. Should the State decide, at its sole discretion and at any point in the process, that an exception is NOT acceptable, ITS will reject the Vendor's proposal and return the Vendor's security.

The Vendor's security will be returned promptly after ITS and the successful Vendor have executed a contract or within ninety (90) days after opening the proposals if no letter of intent to award a contract has been sent. In the event that the successful Vendor fails to accept and sign the mutually negotiated contract, that Vendor shall be disqualified and ITS shall initiate negotiations with the next ranked Vendor until a contract is successfully negotiated, or ITS elects to cancel the procurement. The securities of all remaining Vendors will be returned when a contract has been successfully negotiated and executed, or when the procurement is canceled.

37. Performance Bond/Irrevocable Bank Letter of Credit

The Vendor must include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal. The cost of the bond or letter of credit must be shown as a separate line item in the *Cost Information Submission*. The performance bond or letter of credit must be procured at the Vendor's expense prior to the execution of the contract and may be invoiced to Mississippi Department of Wildlife, Fisheries, and Parks after contract initiation only if itemized in the *Cost Information Submission* and in the executed contract. **The final decision as to the requirement for a Performance Bond or Irrevocable Bank Letter of Credit will be made upon contract award and is at the State's sole discretion.**

If a Performance Bond /Irrevocable Bank Letter of Credit is required, the Vendor must procure and submit to ITS, on behalf of Mississippi Department of Wildlife, Fisheries, and Parks, with the executed contract, (a) a performance bond from a reliable surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the State. The Performance Bond or the Irrevocable Letter of Credit shall be for the total amount of the contract or an amount mutually agreed upon by the State and the successful Vendor and shall be payable to Mississippi Department of Wildlife, Fisheries, and Parks, to be held by their contracting agent, the Mississippi Department of Information Technology Services. No contract resulting from this RFP will be valid until the required Performance Bond or Irrevocable Bank Letter of Credit has been received and found to be in proper form and amount. The Vendor agrees that the State has the right to request payment for a partial amount or the full amount of the Irrevocable Letter of Credit/Performance bond should the products/services being procured hereunder not be provided in a manner consistent with this RFP and the Vendor's proposal by the delivery dates agreed upon by the parties. The State may demand payment by contacting the bank issuing the letter of credit or the bonding company issuing the performance bond and making a written request for full or partial payment. The issuing bank/bonding company is required to honor any demand for payment from the State within fifteen (15) days of notification. The letter of credit/performance bond shall cover the entire contract period, with the exception of post-warranty maintenance and support, and shall not be released until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State

may, at any time during the warranty period, review Vendor's performance and performance of the products/services delivered and determine that the letter of credit/performance bond may be reduced or released prior to expiration of the full warranty period.

38. Responsibility for Behavior of Vendor Employees/Subcontractors

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. Protests

The Executive Director of ITS and/or the Board Members of ITS or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the ITS Internet site - ITS Protest Procedure and Policy, Section 019-020, ITS Procurement Handbook at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=166> or from ITS upon request.

40. Protest Bond

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the ITS Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the ITS Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP Number 3745.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the ITS Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by ITS in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, ITS reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of

1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of ITS' protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the ITS Executive Director.

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, 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.

SECTION V PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state "No Exceptions Taken." If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with "shall" or "must," as long as the following are true:
 - 1.1 The specification is not a matter of State law;
 - 1.2 The proposal still meets the intent of the RFP;
 - 1.3 A *Proposal Exception Summary Form* is included with Vendor's proposal; and
 - 1.4 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*.
2. 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:
 - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 2.2 ITS will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
 - 2.3 ITS and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
 - 2.4 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.
3. 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 RFP.
4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in

Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

6. For Vendors who have successfully negotiated a contract with ITS in the past, ITS requests that, prior to taking any exceptions to this RFP, 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.

PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

ITS RFP 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)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

**SECTION VI
RFP QUESTIONNAIRE**

Please answer each question or provide the information as requested in this section.

1. Mississippi's Accountability System for Government Information and Collaboration (MAGIC) Information for State of Mississippi Vendor File

1.1 MAGIC Vendor Code: Any Vendor who has not previously done business with the State and has not been assigned a MAGIC Vendor code should visit the following link to register:

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100

Vendors who have previously done business with the State may obtain their MAGIC Vendor code at the following link:

<http://www.mmrs.state.ms.us/vendors/index.shtml>

All Vendors must furnish ITS with their MAGIC Vendor code.

MAGIC Vendor Code: _____

Additional Vendor information, including contact information for assistance with MAGIC Vendor codes, can be found at the following link:

<http://www.mmrs.state.ms.us/vendors/index.shtml>

1.2 Vendor Self-Certification Form: The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at:

http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf.

Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at minority@mississippi.org.

Minority Vendor Self-Certification Form Included: _____
Minority Vendor Self-Certification Form Previously Submitted: _____
Not claiming Minority/Women Business Enterprise Status: _____

2. Certification of Authority to Sell

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

3. Certification of No Conflict of Interest

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Vendor must answer and/or provide the following:

- 3.1 Does there exist any possible conflict of interest in the sale of items to any institution within ITS jurisdiction or to any governing authority? (A yes or no answer is required.)
- 3.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

4. Pending Legal Actions

- 4.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)
- 4.2 If so, provide a copy of same and state with specificity the current status of the proceedings.

5. Non-Disclosure of Social Security Numbers

Does the Vendor acknowledge that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number? This acknowledgement is required by Section 25-1-111 of the Mississippi Code Annotated.

6. Order and Remit Address

The Vendor must specify both an order and a remit address:

Order Address:

Remit Address (if different):

7. **Web Amendments**

As stated in Section III, ITS will use the ITS website to post amendments regarding RFPs before the proposal opening at:

http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx

ITS may post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the ITS amendments for RFPs as above stated? (A yes or no answer is required.)

SECTION VII TECHNICAL SPECIFICATIONS

1. How to Respond to this Section

- 1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with "ACKNOWLEDGED," "WILL COMPLY" or "AGREED" to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State's sole discretion, being subject to disqualification.
- 1.3 "ACKNOWLEDGED" should be used when no vendor response or vendor compliance is required. "ACKNOWLEDGED" simply means the vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency's current operating environment is described or where general information is being given about the project.
- 1.4 "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.
- 1.5 If the Vendor cannot respond with "ACKNOWLEDGED," "WILL COMPLY," or "AGREED," then the Vendor must respond with "EXCEPTION." (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 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. Mandatory Provisions or No Mandatory Provisions in Technical Requirements for this RFP

- 2.1 Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.
- 2.2 On-site attendance at the Vendor Conference and Site Visits on Tuesday, June 16, 2015, and Wednesday, June 17, 2015 is mandatory for any Vendor who intends to submit an RFP response. No exceptions will be granted to this requirement. Any proposal received from a Vendor who did not have an

authorized representative at the Vendor Conference and Site Visits will be rejected.

2.2.1 The Mandatory Vendor Conference will begin at 9:00 a.m. Central Time on Tuesday, June 16, 2015, at the MDWFP headquarters located at 1505 Eastover Drive, Jackson, Mississippi 39211.

2.2.2 Sites to be visited are listed in Item 3.6. The Jackson area sites will be visited beginning immediately after the Mandatory Vendor Conference. The Mandatory Site Visit to Buccaneer State Park located at 1150 South Beach Blvd, Waveland, Mississippi 39576, will begin at 11:00 a.m. Central Time, on Wednesday, June 17, 2015.

2.2.3 The purpose of the site visits is so that each Vendor has an opportunity to see the initial locations where equipment is to be installed. Vendors will not have another opportunity to visit these sites prior to proposal submission.

3. General Overview and Background

3.1 The Mississippi Department of Wildlife, Fisheries and Parks (MDWFP) hereby solicits sealed, written proposals for the purchase of software, hardware, and professional services related to Video Surveillance and Physical Access Control for MDWFP Facilities.

3.2 MDWFP has video and physical access control systems at a number of facilities that are supported by departmental personnel. MDWFP desires to standardize on video surveillance and physical access control platforms that are tightly integrated, scalable to support the MDWFP at an enterprise level, and flexible enough to meet the needs of the various situations where physical access control and video are used.

3.3 Surveillance applications may include, but are not limited to, interior and exterior general surveillance, traffic control, crowd control, facial recognition, license plate recognition, unauthorized access and analytics.

3.4 Physical security control may include, but not be limited to, gate access control, securing publicly accessible buildings when not open to the public, separating unsecured public areas from secured and employee only areas.

3.5 MDWFP desires to replace current analog based video surveillance systems and end of life access control systems, with an integrated and modern turnkey solution.

3.6 The address for each initial location is provided here:

MDWFP Headquarters
1505 Eastover Dr.
Jackson, MS 39211

Mississippi Museum of Natural Science
2148 Riverside Drive
Jackson, MS 39203

LeFleur's Bluff Golf Course
1205 Lakeland Drive
Jackson, MS 39216

LeFleur's Bluff State Park
2140 Riverside Drive
Jackson, MS 39202

MDWFP Region One/Central Office
506 Highway 43 South
Canton, MS 39406

Buccaneer State Park
1150 South Beach Blvd.
Waveland, MS 39576

4. Scope

This RFP covers the purchase of products and services related to the video and physical security, including supporting components. This may include, but is not limited to, cameras, servers to run the systems, door controllers, locks, wireless, power systems, system software, detection equipment and the services to install, configure, test, and train MDWFP personnel on the software and equipment.

5. Procurement Project Schedule

Task	Date
First Advertisement Date for RFP	05/26/15
Second Advertisement Date for RFP	06/02/15
Mandatory Vendor Conference	9:00 a.m. Central Time on 06/16/15
Mandatory Site Visits	9:00 a.m. Central Time on 06/16/15 and 11:00 a.m. Central Time on 06/17/15
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 06/24/15
Deadline for Questions Answered and Posted to ITS Web Site	07/08/15

Open Proposals	07/21/15
Begin Evaluation of Proposals	07/21/15
Award Notification	08/17/15
Begin Contract Negotiation	08/24/15
Proposed Project Implementation Start-up	09/14/15

6. Statement of Understanding

- 6.1 Vendors may request additional information or clarifications to this RFP using the following procedure:
 - 6.1.1 Vendors must clearly identify the specified paragraph(s) in the RFP that is in question.
 - 6.1.2 Vendor must deliver a written document to Chris Grimmer at ITS by Wednesday, June 24, 2015, at 3:00 p.m. Central Time. This document may be delivered by hand, mail, email, or fax. Address information is given on page one of this RFP. The fax number is (601) 713-6380. ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS. It is solely the responsibility of the vendor that the clarification document reaches ITS on time. Vendors may contact Chris Grimmer to verify the receipt of their document. Documents received after the deadline will be rejected.
- 6.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the ITS web site by close of business on Wednesday, July 8, 2015.
- 6.3 A consultant from Integrated Security Consultants, Inc. assisted in the formulation of requirements for this RFP; therefore, Integrated Security Consultants, Inc. is precluded from submitting a proposal in response to RFP No. 3745.

7. Vendor Requirements

The company selected to install the system (hereafter referred to as the "Vendor") must be able to demonstrate each of the following qualifications and include written documentation of each qualification as part of the proposal. Any Vendor that submits a proposal who is found not to meet each of these qualifications shall be immediately disqualified, at the sole discretion of the State, and shall be considered to have submitted an incomplete proposal.

- 7.1 The Vendor must provide a description of his organization with sufficient information to substantiate proven expertise in the products and services being requested in this RFP.
- 7.2 The Vendor must disclose any company restructurings, mergers, and acquisitions over the past three (3) years.

- 7.3 The Vendor must specify the location of the organization's principal office and the number of executive and professional personnel employed at this office.
- 7.4 The Vendor must state the number of years the Vendor has been providing the products and services being proposed. The Vendor must have a minimum of five (5) years of experience installing professional VMS and Access Control systems.
- 7.5 The Vendor must specify the organization's size in terms of the number of full-time employees, the number of contract personnel used at any one time, the number of offices and their locations, and structure (for example, state, national, or international organization).
- 7.6 Vendor must provide the company's legal name and address, state of incorporation, and information for the notice article in the contract. The notice information includes the person's name, title, and address.
- 7.7 The Vendor must indicate the number of implementations his company has performed for similar organizations in their respective state/area/province as are required by this RFP.
- 7.8 The Vendor must provide a list of at least ten (10) commercial implementations with a similar system. The list must include the name of the company served, address, telephone number, and the scope of the project installed.
- 7.9 The Vendor must provide a list of at least five (5) commercial implementations in the process of being installed or completed in the last six (6) months. The list must include the name of the company served, address, telephone number, and the scope of the project installed or being installed. (See Section IX, for additional instructions regarding references.)
- 7.10 The Vendor must describe the products and services being provided.
- 7.11 The Vendor must provide a copy of their company's most recent annual report, including consolidated balance sheets and related statements of income, stockholders' or partners' equity and changes in financial position, for each of the three (3) fiscal years preceding the end of the most recent fiscal year. The financial information listed above should be compiled, reviewed, and/or audited by a Certified Public Accountant.
- 7.12 Vendor must provide an organizational chart identifying all personnel proposed for this project.
- 7.13 Vendor must provide a resume for each of the staff members participating on this project. Resumes must reflect qualifications and recent experience relevant to the scope of the work indicated in this RFP. Resumes must include at least three (3) references that can be directly contacted to verify the individual's qualifications and experience.
- 7.14 Two (2) Vendor employees must be factory certified on the Digital Video Management System to be installed. The Vendor must provide a copy of the

certificates (signed and authorized by the manufacturer) with the proposal. The factory certified technician must be a full-time employee, not a subcontractor, who is certified by the manufacturer on the components of the system.

- 7.15 If the Vendor is from the State of Tennessee, the Vendor must directly employ a Designated Qualifying Agent. If the Vendor is from the State of Mississippi, the Vendor must directly employ an individual with a Class B or Class C License issued by the State Fire Marshall. If the Vendor is from another state, the Vendor must employ an individual licensed to oversee and supervise alarm systems contractor operations from Vendor's state. The Vendor must designate the state and the license held. If the Vendor employs an individual qualified to oversee and supervise alarm systems contractor operations and that individual is exempted from licensing in his respective state, the Vendor must list the state in which that individual qualified for an exemption and the reason the exemption was granted. The Vendor must provide a current certified copy of the certificate and/or license exemption with the proposal.
- 7.16 Upon award, the awarded Vendor must submit proof that all technicians who will service and install the system along with all sales representatives have passed an FBI background check and a drug test. The drug test and FBI background check must have been performed while the individuals were employed with current Vendor or as a condition of their employment with the current Vendor.
- 7.17 Vendors must provide proof of an A+ Accredited rating with the Better Business Bureau (BBB).
- 7.18 The Vendor must provide a copy of the current license number for the Alarm Contractor's License which must be in good standing in their state of incorporation.
- 7.19 The Vendor must provide a copy of his current Alarm Contracting Company Certificate issued by their state of incorporation.
- 7.20 The Vendor must have a business license in his respective state of incorporation.
- 7.21 The company must be bonded. Upon award, awarded Vendor must provide a copy of their bond.
- 7.22 The Vendor must have been, for a minimum of two (2) years prior to the proposal deadline, a factory authorized dealer for the manufacturer of the equipment to be used in the project.

8. Project Management

- 8.1 Vendor must commit a dedicated Project Manager for the duration of the project implementation. The Project Manager must have sufficient prior experience to address the specifics of this project. Vendor must include details to substantiate this experience.

- 8.2 The Project Manager must be named in the Vendor's RFP response and must be available for interview by the State as part of this RFP evaluation.
- 8.3 The Vendor must name a lead technician who will be responsible for the proper completion of the project. The lead technician must have a minimum of five (5) years' experience installing similar VMS and Access Control systems.
- 8.4 The lead technician must be factory certified by the manufacturer and licensed with the state at the time of bid entry.
- 8.5 Vendor must submit, as a part of this proposal, a high-level project work plan that outlines the overall strategy and approach to providing the requested system and services. The plan must contain all significant work steps required for provision of the requested services. Timeframes must be specified in terms of work days or weeks after contract signing. The plan must include the elements listed below:
 - 8.5.1 The plan must incorporate all tasks to be accomplished;
 - 8.5.2 The plan must address all project deliverables, including implementation, acceptance testing, schedule for actual testing and go-live date;
 - 8.5.3 The plan must include resource estimates for both the Agency and Vendor timelines; and
 - 8.5.4 The plan must address assumptions that the Vendor has made based on the information rendered in these specifications.
- 8.6 Upon contract award, the Vendor's Project Manager must work with the Agency to develop a more detailed project work plan to guide the system's implementation.
- 8.7 The State anticipates that there may be a need for additional modifications after system implementation. Vendor must provide a fully loaded hourly rate to provide these services. The Vendor must describe his change order and staffing strategy under the following circumstances.
 - 8.7.1 The Vendor must describe his change order and staffing strategy when a customer requires additional functionality that may be within the capability of the proposed system's existing programming, after the initial system acceptance.
 - 8.7.2 The Vendor must describe his change order and staffing strategy when a customer requires additional functionality that may require modification of the proposed system's programmed code and/or the addition of new programming, after initial system acceptance.

9. Technical Requirements

- 9.1 System and Camera Requirements

- 9.1.1 The successful Vendor must be certified through the manufacturer sales channel to sell, install, and support all aspects of the proposed access control and video surveillance system except for physical wiring. The Vendor must submit a letter from a manufacturer channel representative as part of the proposal.
- 9.1.2 Minimum resolution of (1280 X 1024) required at a minimum calculation of 7.5 frames per second for all channels at a sufficient quality level to provide an identifiable picture within the camera field of view. Proposed video surveillance system must export directly into industry standard formats (e.g. JPEG, AVI, and WMV). A proprietary format is also required. The proprietary format shall be exported with a vendor player to be able to view the video without further conversion.
- 9.1.3 Bandwidth calculations should be included for each camera device and provided as part of the Vendor's proposal.
- 9.1.4 Storage and configuration recommendations should be made based on 30 days of video retention assuming 50% motion (if motion detection is used).
- 9.1.5 The Vendor must use yellow category 6 plenum cable to anywhere new cable is needed.
- 9.1.6 The proposed Access Control and Video Surveillance systems must be tightly integrated, including, but not limited to, viewing video and events from the Access Control System as well as viewing events from the Access Control System within the Video Management System (VMS).
- 9.1.7 Any required initial licensing fees must be included in Vendor's proposal. Any required licensing fees to add additional equipment or required on an annual or continual basis should also be noted in the Vendor's response.

9.2 Video Management System (VMS)

The successful Vendor will offer a Physical Security system that must:

- 9.2.1 Include a comprehensive VMS, combined with comprehensive physical security information management (PSIM) functionality
- 9.2.2 Provide central management of cameras, system components, users and rights, and other connected devices across multiple sites
- 9.2.3 Provide integration methods including, but not limited to, API commands, Software Development Kit, Data Link Integration events, etc.

- 9.2.4 Run on off-the-shelf PC server hardware; i.e. server-based.
 - 9.2.5 Support industry standard compression formats, including but not limited to, MPEG4, MJPEG,H.264 plus MxPEG
 - 9.2.6 Support ONVIF, ONVIF Profile S, and PSIA
 - 9.2.7 Support edge storage/on-camera storage
 - 9.2.8 Support multi-stage video storage aging
 - 9.2.9 Support template and individual camera configuration
 - 9.2.10 Support centralized and distributed recording
 - 9.2.11 Support seamless viewing of live, recorded, or archived video
 - 9.2.12 Support high availability for critical system components, including recording and management functionality
 - 9.2.13 Support the required number of cameras connected to multiple recording servers at single or multiple sites while allowing room for expansion
 - 9.2.14 Offer graphical dashboards showing the status of all system components
 - 9.2.15 Support monitoring of status through third party applications via SNMP
 - 9.2.16 Support re-encoding for viewing streams at other parameters than they were recorded in
 - 9.2.17 Support virtualization of system servers/services
 - 9.2.18 Servers/Services must be able to operate independently. For example, recording functionality must not be dependent on the administration function.
- 9.3 Camera/Encoders
- 9.3.1 The successful Vendor must offer a comprehensive list of cameras to fit in a range of scenarios, including, but not limited to covert, indoor, and outdoor, wide overview, long range, PTZ (pan, tilt, zoom), close quarters, and tamper proof.
 - 9.3.1.1 The Vendor must include specification sheets for each camera proposed in the Vendor's proposal.
 - 9.3.2 Streaming

Support the following:

- 9.3.2.1 Unicast to multiple clients - multiple unicast streams can be sent to multiple video client users (rather than limited to a single user.)
 - 9.3.2.2 Multicast streaming to multiple clients – A single multicast stream can be accessed from multiple video client users
 - 9.3.2.3 Synchronous multi-stream playback (within the same view), even when the cameras are using varying frame compression (H.264, MPEG-4, MJPEG and MxPEG)
 - 9.3.2.4 Dual-streaming, allowing live and recorded video to have independent compression, frame rate, and image size settings
 - 9.3.2.5 Fully integrated matrix functionality for distributed viewing of any camera in the system from any computer to video clients across the network
- 9.3.3 Event Management
- 9.3.3.1 Support event generation from multiple sources, including camera based events, analytics, API, etc.
 - 9.3.3.2 Support event prioritization
 - 9.3.3.3 Support composite events, created by combining two or more simple or composite events
 - 9.3.3.4 Support automatic push-based monitoring based on events
 - 9.3.3.5 Support, but not be limited to, the following actions:
 - 9.3.3.5.1 Send e-mail notification to one or more recipients
 - 9.3.3.5.2 Move PTZ camera to preset
 - 9.3.3.6 Support shared event handling from multiple consoles
 - 9.3.3.7 Shall allow assigning an on-event push-video alert of either a specific camera or multiple cameras, sent to users and/or clients (local and remote) based on group permissions and distribution lists
 - 9.3.3.8 Distribution of alerts shall be based on distribution groups

- 9.3.3.9 A distribution group shall consist of at least one (but individual users may contain any number of) event and individual users
- 9.3.3.10 A distribution group may optionally include any number of actions and remote clients
- 9.3.3.11 A distribution group shall be able to take any number of the following actions:
 - 9.3.3.11.1 Move a camera to a PTZ preset without requiring the event source to be from the same recorder as the camera to be moved
 - 9.3.3.11.2 Send an e-mail to any number of recipients with custom subject and message
 - 9.3.3.11.3 Send a custom data packet (ASCII or binary) to a specific IP address and port via either TCP or UDP
- 9.3.3.12 A distribution group shall be able to push video to any number of remote clients
- 9.3.3.13 The VMS shall provide a simple GUI for associating distribution groups to events, and individual users, remote clients, and actions to distribution groups
- 9.3.3.14 Distribution of events to distribution groups shall be subject to regular and holiday scheduling
- 9.3.3.15 The weekly schedule shall allow configuring multiple activity ranges for each day of the week, through a simple GUI and/or time-range form
- 9.3.3.16 The holiday scheduler will override the weekly schedule, and shall allow:
 - 9.3.3.16.1 Configuring multiple holidays
 - 9.3.3.16.2 Setting holidays years in advance
 - 9.3.3.16.3 Configuration of time ranges, within the holiday scheduler, in the same manner as in the weekly schedule
 - 9.3.3.16.4 Local time zone support
- 9.3.3.17 The system shall allow configuring custom audio alerts for individual events.

9.3.4 Users/Rights

- 9.3.4.1 Support Active Directory (AD) integration for authentication and authorization
- 9.3.4.2 Authorizations shall be configured for access to the following system elements, by assigning rights to user groups and populating groups with users:
 - 9.3.4.2.1 Individual cameras in the system
 - 9.3.4.2.2 Camera groups
 - 9.3.4.2.3 Specific camera operations (e.g. optical PTZ control)
 - 9.3.4.2.4 Specific video wall sites
 - 9.3.4.2.5 Modify local settings within the video client
 - 9.3.4.2.6 Client features
 - 9.3.4.2.7 Event filtering
 - 9.3.4.2.8 Select (video) stream
- 9.3.4.3 Users added to a group shall inherit the authorizations of that group. Inherited authorizations shall be alterable per user and may differ from the parent group's authorizations
- 9.3.4.4 Camera privileges shall be configurable on a group basis with multiple camera groups per group of users. Cameras added to a group shall inherit that group's privileges, which include:
 - 9.3.4.4.1 Optical PTZ control (for PTZ-enabled cameras)
 - 9.3.4.4.2 Optical PTZ preset control (for PTZ-enabled cameras)
 - 9.3.4.4.3 Browsing recorded video
 - 9.3.4.4.4 Triggering video recording directly from the video client
 - 9.3.4.4.5 Audio functionality
 - 9.3.4.4.6 Export of evidence (both individual frames and video)

9.3.4.4.7 Bookmarking segments of video (discrete settings for create, view, and delete)

9.3.4.5 Users shall be assigned unique user names and passwords or authenticate via an Active Directory group permission.

9.3.4.6 Users shall be assigned rights to minimize and/or log off the client application.

9.3.5 Full Client

9.3.5.1 Support bookmark information for designated segments of video.

9.3.5.2 Support shared bookmarking and event handling among multiple users.

9.3.5.3 Support configuring panes for image resolution, frame rate, carousel dwell time, etc.

9.3.5.4 Support multicast for multi-clients viewing the same video streams at the same settings.

9.3.5.5 Provide 32-bit and 64-bit web-based and native client options.

9.3.5.6 Offer a client optimized for portable devices such as smart phones and tablets.

9.3.5.7 Support smart re-encoding for low bandwidth connections, such as across a cellular network.

9.3.5.8 Offer, but not limited to, the following views:

9.3.5.8.1 Camera centric/predefined views – one or more cameras viewable in a grid format.

9.3.5.8.2 Map centric – a map showing the locations of cameras is shown and the cameras can be clicked on to view video in a popup window that can be made larger if desired:

9.3.5.8.2.1 Access to maps is based on user group authorization

9.3.5.8.2.2 Maps graphics may be very large, and allow for zooming and dragging

- 9.3.5.8.2.3 A simple GUI is used for populating maps with cameras
- 9.3.5.8.2.4 Multiple, user-configurable icons are available for distinguishing between types of cameras.
- 9.3.5.8.2.5 Multiple regions on maps can be hyperlinked to regions on other maps, for easy navigation between maps
- 9.3.5.8.2.6 Allow automatic updates to references to cameras, views, and resources represented as links on navigation maps, upon changes in these resources, so that the links are not severed. Such changes include changing the camera name in a recorder, changing view names, deleting a 'pin' (point of interest) from the database, etc.
- 9.3.5.8.3 Event centric – view showing events and related video in one screen.
- 9.3.5.9 Offer, but not be limited to, the following investigative features:
 - 9.3.5.9.1 Synchronous multi-camera view
 - 9.3.5.9.2 Go to time/date
 - 9.3.5.9.3 Kinetic motion/scalable timeline
 - 9.3.5.9.4 Export to standard formats
 - 9.3.5.9.5 Export to evidentiary formats, including but not limited to:
 - 9.3.5.9.5.1 Annotated still image report
 - 9.3.5.9.5.2 Multiple still frames
 - 9.3.5.9.5.3 Audio with annotations
 - 9.3.5.9.5.4 Multi-camera video with 256-bit AES encryption and password

- 9.3.5.10 Support navigation map resources for video clients, including:
 - 9.3.5.10.1 Map images
 - 9.3.5.10.2 Positioning and target of hyperlinks on maps
 - 9.3.5.10.3 Icons for linked cameras
 - 9.3.5.10.4 Icons for linked camera groups and carousels
- 9.3.5.11 Support shared event handling by multiple users.
- 9.3.5.12 Shall be assisted, during live monitoring, by controls for the following operations, at the minimum, all without transitioning to a different mode of operation:
 - 9.3.5.12.1 Digital PTZ
 - 9.3.5.12.2 Optical PTZ
 - 9.3.5.12.3 Playback
 - 9.3.5.12.4 Pause video
 - 9.3.5.12.5 Start Recording (interval set in recorder)
 - 9.3.5.12.6 Change camera in current view
 - 9.3.5.12.7 Audio routing
 - 9.3.5.12.8 Send manual (peer-to-peer) push video alerts
 - 9.3.5.12.9 Select from multiple video streams (when supported by camera and configured via the management server)
 - 9.3.5.12.10 Remove camera from view
 - 9.3.5.12.11 Copy current frame image to clipboard; optionally copy and paste only zoomed-in portion of video pane
 - 9.3.5.12.12 Lock/unlock hotspot
 - 9.3.5.12.13 Create snapshot
- 9.3.5.13 Support joystick functionality and keyboard shortcuts, including but not limited to:

9.3.5.13.1 Joystick sensitivity (virtual and physical) setup

9.3.5.13.2 Joystick button setup – joystick buttons and keyboard may be configured with control shortcuts for the following operations:

9.3.5.13.2.1 PTZ Up

9.3.5.13.2.2 PTZ Down

9.3.5.13.2.3 PTZ Left

9.3.5.13.2.4 PTZ Right

9.3.5.13.2.5 PTZ Up Left

9.3.5.13.2.6 PTZ Up Right

9.3.5.13.2.7 PTZ Down Left

9.3.5.13.2.8 PTZ Down Right

9.3.5.13.2.9 PTZ Zoom In

9.3.5.13.2.10 PTZ Zoom Out

9.3.5.13.2.11 PTZ Presets

9.3.5.13.2.12 Start Recording

9.3.5.13.2.13 Show Live

9.3.5.13.2.14 Show Browse

9.3.5.13.2.15 Next Image

9.3.5.13.2.16 Previous Image

9.3.5.13.2.17 Playback

9.3.5.13.2.18 Minimize/Maximize View

9.3.5.13.2.19 Minimize Application

9.3.5.13.2.20 Log Out

9.3.5.13.2.21 Close Application

9.3.5.13.2.22 Show Client Setup

9.3.5.13.2.23 Show Shortcut Keys

9.3.6 Views

9.3.6.1 Support arrays of different dimensions and pane size combinations (views), containing camera streams, hotspots, carousels, web pages and images, and push-video panes, that are able to be saved and shared among multiple users with appropriate permissions, including, Panes: 1+3 wide, 1+5 wide, 2+4 wide, 1+7 wide, 1+8 wide.

9.3.6.2 The following elements shall be available for populating panes within the chosen layout:

9.3.6.2.1 Cameras (live and recorded video) - Provide access to live and recorded video, as well as optical PTZ controls (for PTZ cameras; authorization required.)

9.3.6.2.2 Configurable views in individual panes for:

9.3.6.2.2.1 Frame rate: full, medium, low

9.3.6.2.2.2 Aspect ratio: original, fit-to-window

9.3.6.2.2.3 Image quality: original, super high, high, medium, low

9.3.6.2.3 Camera views, configurable for:

9.3.6.2.3.1 Frame rate: full, medium, low

9.3.6.2.3.2 Aspect ratio: original, fit-to-window

9.3.6.2.3.3 Image quality: original, super high, high, medium, low

9.3.6.2.3.4 Universal dwell time between camera views, with override capability for individual cameras.

9.3.6.2.3.5 Camera views to include the following sequence controls, in addition to all controls inherited by the camera view, such as optical PTZ controls for PTZ cameras and special controls for 360-degree cameras:

- Pause/resume
- Next camera
- Previous camera
- Continuation of rotating between

cameras upon displaying the carousel in full-screen mode in the Video Client.

9.3.7 Investigative Mode

- 9.3.7.1 The current view shall transition to playback when changing from live viewing
- 9.3.7.2 In playback mode, camera playback shall be synchronous, enabling following an incident as it unfolds through different camera views.
- 9.3.7.3 Multiple tools for playback and investigation shall be provided in this mode, as follows:
 - 9.3.7.3.1 Playback
 - 9.3.7.3.2 Forward and backward playback
 - 9.3.7.3.3 Frame by frame forward and reverse
 - 9.3.7.3.4 Skip to end or beginning of recording database
 - 9.3.7.3.5 Skip to next/previous event sequence
 - 9.3.7.3.6 Go to time/date
- 9.3.7.4 Motion detection may be applied to the selected camera within the view, with calibration for:
 - 9.3.7.4.1 Percentage of changed pixels (within the motion detection zone)
 - 9.3.7.4.2 Sensitivity (low, medium, high)
 - 9.3.7.4.3 Detection sampling interval (frame-by-frame to 5 seconds)
 - 9.3.7.4.4 Skip to previous/next detected motion event.
- 9.3.7.5 Horizontal Motion Timeline:
 - 9.3.7.5.1 In each camera view array, a 'main' timeline shall be associated with the selected camera pane; all other camera panes will display a non-interactive, limited-functionality timeline.

- 9.3.7.5.2 The timeline GUI shall provide controls for controlling forward, reverse, pause, etc. controls with pop-up help labels.
 - 9.3.7.5.3 The timeline GUI shall provide simple controls to quickly change the scale of the timeline.
 - 9.3.7.5.4 The timeline GUI controls shall provide an intuitive "interface for reading and changing the recorded time viewed.
 - 9.3.7.5.5 The timeline shall be color coded, indicating periods of (a) no recorded video, (b) recorded video, (c) video recorded on detected motion or event
- 9.3.7.6 Shall provide for instant video playback and analysis of video content/events by providing auto-generated thumbnails for quick end-user analysis.
- 9.3.7.7 Alerts - Series of thumbnails representing alerts, as configured in the VMS
- 9.3.7.8 Sequences - Series of thumbnails shall be based on pre-configured sequences of detected motion.
- 9.3.8 **Bookmarking and Export of Evidence**
- 9.3.8.1 Users shall be able to bookmark and/or export segments of video, from one or more cameras.
 - 9.3.8.2 A segment of video shall be selected, for both bookmarking and export of evidence, by setting start and end points on the kinetic timeline.
 - 9.3.8.3 The following options are available for bookmarking and exporting evidence:
 - 9.3.8.3.1 Still Image report, displaying:
 - 9.3.8.3.1.1 Time/date of the event (capture time)
 - 9.3.8.3.1.2 Camera name
 - 9.3.8.3.1.3 Operator name
 - 9.3.8.3.1.4 Operator workstation
 - 9.3.8.3.1.5 Operator's comments.

9.3.8.3.1.6 Still image the first frame in the selected timeline range

9.3.8.3.2 Export of individual still frames.

9.3.8.3.2.1 Users shall be able to choose between exporting:

- A single frame (first frame in timeline range), or
- All frames in the timeline range.

9.3.8.3.2.2 Options for export shall include:

- Image quality (original, medium and low)
- Inclusion of time stamp
- Inclusion of camera name

9.3.8.3.3 Export of a video database:

9.3.8.3.3.1 The video database shall offer an option for:

- The export path for the exported video database
- Filename
- Checkboxes for inclusion of one, some, or all cameras within the current view in the video database and any associated audio recordings
- Adding password protection for opening the database
- Encrypting the video data; encryption options shall include both 128-bit and 256-bit AES encryption

9.3.8.3.3.2 Exported video databases shall be available for playback/review on any computer, without the requirement for a video client software to be installed on the viewing computer (e.g. when reviewing the database on a courtroom computer.)

- A standalone viewer application, loaded onto the same portable storage medium (CD/DVD/USB Drive/Other) as the video database, will enable playback directly from the portable storage

medium.

- The standalone viewer shall be available free of charge, for unlimited use.
- Features of the video database viewer include:
 - Three video quality setting (low, medium and high) to optimize performance.
 - Comprehensive set of playback controls: play, frame-by-frame, skip to end/beginning of video or go to specific time stamp.
 - Playback is synchronous for all cameras displayed.
 - Scalable timeline, color coded for motion activity and areas of recorded video. The timeline can be dragged to control multi-camera synchronous playback.
 - Digital PTZ
 - Export video of selected camera as AVI file, optionally preceded by a preamble including video and camera data as well as user's annotations.
 - Export still-image (.jpg) annotated incident report, or multiple-frame still-image folder

9.3.8.3.4 Export of audio-included AVI file. Options include:

9.3.8.3.4.1 Appending a preamble 'slide' including:

- Export date
- Workstation that initiated the export
- Operator (user)
- Operator's comments

9.3.8.3.4.2 Setting the video codec and encoding quality.

9.3.8.3.4.3 Limit exported video to zoomed-in portion of video pane.

9.3.9 Bookmarking

9.3.9.1 Bookmarks shall allow, but not be limited to entries for:

9.3.9.1.1 Classification (from drop down list of administrator-configured classes; users may create their own upon authorization)

9.3.9.1.2 Case file (from drop down list of administrator-configured classes)

9.3.9.1.3 Tags (either existing or new tags)

9.3.9.1.4 Operator's comments (free text).

9.3.9.2 Bookmarks shall be retrieved through the bookmarks window, accessible via the menu bar. The bookmarks window shall allow sorting entries by:

9.3.9.2.1 Date/Time created

9.3.9.2.2 Classification

9.3.9.2.3 Case

9.3.9.2.4 Time of event

9.3.9.2.5 Duration (in seconds)

9.3.9.2.6 Camera name

9.3.9.3 The bookmarks window shall present thumbnails of the first frame in the selected range, for each of the cameras included in each bookmark.

9.3.10 Auditing and Logging

9.3.10.1 Support logging of all activity

9.3.10.2 Audit logging shall include, but not be limited to, logging of the following user actions:

9.3.10.2.1 Authentication

9.3.10.2.2 Client setup

9.3.10.2.3 View selection

- 9.3.10.2.4 View streaming information
- 9.3.10.2.5 Pause live video
- 9.3.10.2.6 Play reverse in live view
- 9.3.10.2.7 Play forward in live view
- 9.3.10.2.8 Create snapshot
- 9.3.10.2.9 Digital PTZ
- 9.3.10.2.10 Access speaker and/or microphone
- 9.3.10.2.11 Hotspot usage
- 9.3.10.2.12 Enter browse mode
- 9.3.10.2.13 Use smart search
- 9.3.10.2.14 Timeslicing
- 9.3.10.2.15 All context menu functions including:
 - 9.3.10.2.15.1 Send to recipient
 - 9.3.10.2.15.2 Camera selection
 - 9.3.10.2.15.3 Create snapshot
 - 9.3.10.2.15.4 Start recording
 - 9.3.10.2.15.5 Clear view pane
 - 9.3.10.2.15.6 Copy to clipboard
- 9.3.10.2.16 Export functions including
 - 9.3.10.2.16.1 Export to AVI file
 - 9.3.10.2.16.2 Database export
 - 9.3.10.2.16.3 Bookmark
 - 9.3.10.2.16.4 Printed report
 - 9.3.10.2.16.5 Individual frames
- 9.3.10.3 Audit logging shall provide a query tool allowing filtering by, but not limited to:

- 9.3.10.3.1 Group
- 9.3.10.3.2 User
- 9.3.10.3.3 User location
- 9.3.10.3.4 Action type
- 9.3.10.3.5 Session ID
- 9.3.10.3.6 Start and end date and time
- 9.3.10.4 Query results shall be sortable ascending or descending by column.
- 9.3.10.5 Query results shall be color coded for quick and easy identification of like items.
- 9.3.10.6 Audit logging shall allow for data to be retained with options for hours, days and months.
- 9.3.10.7 Audit logging shall allow for a maximum database size to be configured in megabytes.
- 9.3.10.8 Audit logging shall allow for exporting of data to a comma separated value (CSV) file.
- 9.3.11 Cameras
 - 9.3.11.1 Support constantly connected and intermittently connected devices with local storage
 - 9.3.11.2 Support a wide range of cameras
 - 9.3.11.3 Support PTZ cameras via IP, encoder/RS-232/RS-485 converter:
 - 9.3.11.3.1 Multiple PTZ presets
 - 9.3.11.3.2 PTZ patrols
 - 9.3.11.3.3 PTZ user priority
 - 9.3.11.4 Support multicast sources
 - 9.3.11.5 Support 180 or 360 degree lenses
 - 9.3.11.6 Support event generation as a result of, but not limited to:
 - 9.3.11.6.1 Motion detection

9.3.11.6.2 Input state change

9.3.11.7 Allow for the following, but not limited to, parameters to be configured on a camera group and per camera basis:

9.3.11.7.1 Compression format (for multiple format cameras)

9.3.11.7.2 Frame rate (per second, minute or hour)

9.3.11.7.3 Image resolution

9.3.11.7.4 Image settings including settings for (dependent on camera model):

9.3.11.7.4.1 Compression level

9.3.11.7.4.2 Brightness

9.3.11.7.4.3 Image resolution

9.3.11.7.4.4 Contrast

9.3.11.7.4.5 Color

9.3.11.7.4.6 Rotate image

9.3.11.7.4.7 Bandwidth control for H.264 and MPEG4 cameras: unlimited or specified bit rate

9.3.11.7.5 Option to stream video via HTTPS (where supported by video device)

9.3.11.7.6 Privacy masking for any fixed camera

9.3.11.7.7 Motion detection

9.3.12 Recording

9.3.12.1 Support, but not be limited to, the following recording options:

9.3.12.1.1 Record on motion

9.3.12.1.2 Continuous recording

9.3.12.1.3 Recording based by schedule, configurable for:

9.3.12.1.3.1 Scheduled recording on motion

- 9.3.12.1.3.2 Scheduled continuous recording
- 9.3.12.1.3.3 Scheduled recording on event from camera or 3rd party device or system
- 9.3.12.1.4 Pre- and post-recording on motion/event. The pre- and post-recording time period shall be selectable in seconds.
- 9.3.12.1.5 Change recording resolution and frame rate upon event or rule based schedule
- 9.3.12.1.6 Unlimited number of PTZ preset positions and PTZ patrolling management (for PTZ cameras)
- 9.3.12.1.7 Edge recording (for supported devices)
- 9.3.12.1.8 Recording performed locally on edge device may be retrieved either:
 - 9.3.12.1.8.1 After connection to device is lost, or
 - 9.3.12.1.8.2 Upon rule-based schedule or event
- 9.3.13 Privacy Masking
 - 9.3.13.1 Any fixed camera shall be configurable with multiple free-form polygon privacy masks to block operators from seeing portions of the field of view.
 - 9.3.13.2 The full field of view shall still be recorded by the recorder and available by removal of the privacy masks
 - 9.3.13.3 Privacy masks shall affect all users in all groups.
- 9.3.14 Mobile Client
 - 9.3.14.1 The VMS shall include a mobile client component to allow for browser-based access to privileged cameras over low bandwidth connections.
 - 9.3.14.2 The web client shall allow for unlimited view creation in the browser as well as access to shared views as configured in the VMS.

- 9.3.14.3 Users have the ability to change cameras in a view by a simple drag-and-drop operation from a list of available cameras.
- 9.3.14.4 Cameras may be viewed in a grid or full screen.
- 9.3.14.5 Web client users have the ability to digitally zoom any camera.
- 9.3.14.6 Web client users have the ability to control PTZ cameras remotely.
- 9.3.14.7 The web client shall include synchronized playback of all cameras in a view with forward and reverse speed control as well as frame-by-frame controls.
- 9.3.14.8 The web client shall support the recorder's ability to view live video in one stream and recorded video in another.
- 9.3.14.9 The mobile client component shall include administration tools for:
 - 9.3.14.9.1 Bandwidth limitation
 - 9.3.14.9.1.1 Frames per second control
 - 9.3.14.9.1.2 Client view resolution
 - 9.3.14.9.1.3 Concurrent logins
 - 9.3.14.9.2 Portable (handheld) clients - The VMS system shall enable access to live and recorded video, from any camera, through the following:
 - 9.3.14.9.2.1 Apple® iOS
 - 9.3.14.9.2.2 Android
- 9.3.15 Users/Permissions
 - 9.3.15.1 Support delegated administration of cameras, maps, etc.
 - 9.3.15.2 Support limited access to views, cameras, events, and other system components.
- 9.3.16 Integrated Applications and Add-ons include, but not be limited to:
 - 9.3.16.1 Access control
 - 9.3.16.2 Contact closure

9.3.16.3 License plate recognition

9.3.16.4 Video content analytics

9.3.17 The system must support the ability to integrate other video sources through custom driver development and/or SDK.

9.4 Access Control

9.4.1 The proposed system must support a range of access technologies including proximity cards, magnetic swipe, barcode, or biometric identifiers.

9.4.2 The proposed system must have deep integration with the proposed video management system.

9.4.3 The proposed system must offer context sensitive reports related to the current information being displayed from within that screen, without having to go to other modules for reporting.

9.4.4 The proposed system must allow each system component to be addressed within the system by a unique hard-coded name relevant to the location within the controller position and a "user-friendly" definable name for easy recognition.

9.4.5 The proposed system must restrict access of individual credential-holders by time of day, day of week/month/year, and specific points of entry via user-configurable software.

9.4.6 The proposed system must unlock doors to building and selected areas automatically for a scheduled period of time throughout the day allowing free access and egress without the use of a card and avoiding the generation of an alarm condition on the access control system.

9.4.7 The proposed system must support operator override of scheduled state to lock/unlock doors from the GUI operator console.

9.4.8 The proposed system must support monitor points in building and selected areas that may provide unauthorized access or egress and may be a point for forced entry. The system shall report changes in status for all monitored points indicating the specific location so the operator can respond appropriately.

9.4.9 The proposed system must support photo identification for all credential-holders to be stored in conjunction with database information.

9.4.10 The proposed system must provide badging for all credentials issued. The owner will supply the digital camera and badging printer to be

used for badging. The Vendor must include the badging software, credentials to be badged, and required training.

- 9.4.11 The proposed system must support video monitoring of doors and alarms when access is requested or a door is opened. This should be provided by connection between the Access Control System and Video Management System over an IP interface.
- 9.4.12 The proposed system must support graphical display of building maps with dynamic display of door status and alarms on all access control workstations.
- 9.4.13 The proposed system must allow a graphic map display to be linked to an event. This graphic map shall be available to the system operator to display when responding to the event activation. Graphical maps shall be centralized in the network on a shared disk and be available for display on all operator workstations.
- 9.4.14 The proposed system must allow for the automatic display of a graphic map-linked to an event. This graphic map shall be available to the system operator to display when responding to the event activation. At the monitoring station, when an event is configured to automatically display a map, a map should pop up each time the event is activated. The map should disappear when the event is acknowledged. Graphical maps shall be centralized in the network on a shared disk and be available for display on all operator workstations.
- 9.4.15 The proposed system must provide report generation for all alarm signals.
- 9.4.16 The proposed system must provide a real-time display of all alarms and system events, archive all events in a history file to a relational database and serve as the instrument through which all system programming is accomplished.
- 9.4.17 The proposed system must support creation of network interconnected, multi-system configurations from the standard single-system configuration without additional hardware or software to integrate multiple systems. Application software shall allow multiple network interconnected systems, to be concurrently accessed by remote users on a single screen.
- 9.4.18 The proposed system must offer external power and in-line (PoE) power options for controllers, inputs, and outputs.
- 9.4.19 The proposed system must offer the ability to change access privileges based on an action or event in order to support a lock down or other change in base access privileges when a panic button is pushed or such global change is initiated from the operator console.

- 9.4.20 The proposed system must allow the user to define event instructions that shall be displayed to the system operator when responding to an event activation. There shall be no limit to the amount of text that may be included in the event instructions.
- 9.4.21 The proposed system must allow an event (input, valid access, etc.) or trigger to be configured to cause other system actions to occur. These system actions shall include but not be limited to:
 - 9.4.21.1 Lock/Unlock door(s) and/or door group(s).
 - 9.4.21.2 Momentary unlock of door(s) and/or door group(s).
 - 9.4.21.3 Secure door(s) and/or door group(s).
 - 9.4.21.4 Alarm/disarm event(s) and/or I/O group(s).
 - 9.4.21.5 Alarm/disarm alarm input(s) and/or input group(s).
 - 9.4.21.6 Activate/deactivate output control relay(s) and/or output control relay group(s).
 - 9.4.21.7 Momentary activate output control relay(s) and/or output control relay group(s).
 - 9.4.21.8 Automatic display of an associated map on a Monitoring Station.
 - 9.4.21.9 I/O Group set triggering.
 - 9.4.21.10 Display video
 - 9.4.21.11 Activate PC audible alert.
- 9.4.22 Distribution of events to distribution groups shall be subject to regular and holiday scheduling
- 9.4.23 The weekly schedule shall allow configuring multiple activity ranges for each day of the week, through a simple GUI and/or time-range form
- 9.4.24 The holiday scheduler will override the weekly schedule, and shall allow:
 - 9.4.24.1 Configuring multiple holidays
 - 9.4.24.2 Setting holidays years in advance
 - 9.4.24.3 Configuration of time ranges, within the holiday scheduler, in the same manner as in the weekly schedule

9.4.24.4 Local time zone support

9.4.25 Readers

9.4.25.1 Allow a reader to be configured to operate using the following functions:

9.4.25.1.1 Readers shall read cards while the door is in the open position.

9.4.25.1.2 Door lock shall automatically lock upon the door being closed.

9.4.25.1.3 Separate timers for the operation of the door lock and the software shunting of the door position status alarm point. The shunting of the door contact following the presentation of a valid access card or activation of the request to exit device shall be accomplished by software control.

9.4.25.1.4 Allow each door to be configured to cause a variety of events to occur based upon activity at that door.

9.4.25.1.5 Ingress areas (when connected to compatible burglar alarm system) shall be disarmed based on valid access at the door by a software mechanism without the use of an auxiliary relay.

9.4.25.1.6 Reader shall allow for association with video verification module.

9.4.25.1.7 Reader shall allow for automatic schedule based on time schedules and a provision for refraining from unlock based on no valid card for that day (i.e. snow day rule).

9.4.25.1.8 Auxiliary relay may be associated to react based on triggerable door events.

9.4.25.1.9 Alarm associations may be made based on the following door actions:

9.4.25.1.9.1 Door forced open

9.4.25.1.9.2 Door open too long

9.4.25.1.9.3 Invalid attempt

9.4.25.1.9.4 Passback violation

9.4.25.2 Allow each reader to be configured to cause an output to activate based on activity at that door.

9.4.26 Inputs/Outputs

9.4.26.1 Accept as an alarm input

9.4.26.1.1 Supervised alarm inputs

9.4.26.1.2 Unsupervised alarm inputs

9.4.26.1.3 Dedicated alarm points such as device tamper alarms and controller AC power failure

9.4.26.2 Have the ability of monitoring input points in eight (8) states for triggering conditions:

9.4.26.2.1 Active: Monitored activation of input

9.4.26.2.2 Alarm: Monitored activation of input while in an armed state

9.4.26.2.3 Armed: Device placed in armed state either by alarm input or arming schedule

9.4.26.2.4 Disarmed: Device placed in disarmed state either by event trigger or disarm schedule

9.4.26.2.5 Nothing: No triggering conditions for set input

9.4.26.2.6 On: Monitored input that has been activated but not armed

9.4.26.2.7 Trouble: Monitored input maintaining supervision that cannot validate the correct resistance value (due to cut or short)

9.4.26.2.8 Trouble or Alarm: Monitored input is that maintains either a trouble or alarm condition

9.4.26.3 Allow output control relays to be defined as maintained or momentary. Maintained output control relays shall be configured to be activated/deactivated based upon a user defined time schedule, linked to a system event or operator command. Momentary output control relays shall have a user-defined pulse time (defined in 1 second increments). It shall be possible to use the momentary output control

relays for the momentary control of devices other than door locking hardware.

- 9.4.26.4 Have the ability to trigger software-based outputs that can later be associated as future triggering inputs for advanced logical schemas.

9.4.27 System Users

- 9.4.27.1 Integrate with Active Directory for authentication and authorization.

- 9.4.27.2 Be capable of identifying an unlimited number of system operators. Passwords shall be hidden from the Software GUI.

- 9.4.27.3 Identify an operator authorized to operate any portion of the system within the system by a unique user defined name. The operator name will be used throughout the system to identify commands and functions that the operator has executed as part of an audit trail.

- 9.4.27.4 Log all commands issued by a system operator while monitoring system activity including locking/unlocking doors, event acknowledgment, etc. to the historical archive for later recall. The report command shall include the operator name, time and date the command was issued and the command issued by the operator.

- 9.4.27.5 Allow each operator to be assigned an operator privilege matrix. Operator privilege matrices define the individual commands within the system which the operator is authorized to execute.

- 9.4.27.6 Allow the operator to be given access to assign/modify the operator privileges along with select workstation options when selecting the master operator privilege option within the system.

- 9.4.27.7 Allow Each operator to be configured to have access to perform online (software generated) actions with doors/readers, inputs, outputs, I/O groups, elevators, and card commands to include:

- 9.4.27.7.1 Unlock: Unlocks the door/reader until a subsequent command, trigger, or schedule relocks the device

- 9.4.27.7.2 Lock: Locks the door/reader until a subsequent command, trigger, valid access, or schedule unlocks the device
- 9.4.27.7.3 Pulse: Performs a momentary (pre-configured duration) unlock of the door/reader
- 9.4.27.7.4 Enable (Reader): Enables the reader after a disable command
- 9.4.27.7.5 Disable (Reader): Disables the reader (typically for service operation)
- 9.4.27.7.6 Relay On (Reader): Fires (turns on) the auxiliary relay of the door/reader port
- 9.4.27.7.7 Relay Off (Reader): Releases (turns off) the auxiliary relay of the door/reader port
- 9.4.27.7.8 Shunt (Input): Masks reporting of the input device until a subsequent command, trigger or schedule unshunts the device
- 9.4.27.7.9 Unshunt (Input): Enables reporting of the input device until a subsequent command, trigger or schedule shunts the device
- 9.4.27.7.10 Service Mode (Input): Disables input actions for service operations
- 9.4.27.7.11 Restore (Input): Enables input actions after service mode is selected
- 9.4.27.7.12 Arm (Input): Manually places input into an armed state until a subsequent command, trigger, valid access or schedule disarms the device
- 9.4.27.7.13 Disarm (Input): Manually places input into a disarmed state until a subsequent command, trigger, or schedule arms the device

9.4.28 Credentials

- 9.4.28.1 Allow a privileged system operator to specify field name, field type, field restrictions and whether or not a field is mandatory and/or selectable. The system shall provide the operator the ability to view the credential record layout,

including the new labels, before the changes are put into use.

9.4.28.2 Allow personnel records to be constructed to contain personnel data and user defined fields. The personnel data shall consist of a minimum of the following:

- 9.4.28.2.1 Credential-holder name
- 9.4.28.2.2 Encoded card number
- 9.4.28.2.3 Employee ID number (system defined, primary key)
- 9.4.28.2.4 Last access
- 9.4.28.2.5 Card technology
- 9.4.28.2.6 Personal Identification Number (PIN) code
- 9.4.28.2.7 Facility number
- 9.4.28.2.8 Activation date and time
- 9.4.28.2.9 Expiration date and time
- 9.4.28.2.10 User defined fields
- 9.4.28.2.11 Department
- 9.4.28.2.12 Card role (access card, alarm card)
- 9.4.28.2.13 PIN exempt
- 9.4.28.2.14 Passback exempt
- 9.4.28.2.15 Number of uses
- 9.4.28.2.16 Stored image of the person
- 9.4.28.2.17 Stored signature of the person
- 9.4.28.2.18 Store biometric fingerprint identification of the person
- 9.4.28.2.19 Identification badge layout assigned to the person
- 9.4.28.2.20 Date last identification badge was printed

- 9.4.28.3 Provide a means whereby the master operator may define certain user-defined fields in the personnel record as being mandatory. Personnel performing data entry on the card holder record shall be required by the system to enter information in all field marked by the system administrator as mandatory.
 - 9.4.28.4 Provide a means whereby the system administrator may define certain user-defined fields in the personnel record as choice list fields. The system administrator shall be able to define the choice list and the values to be included in the choice list. The operator, when performing data entry, shall be able to choose one of the values defined in the choice list.
 - 9.4.28.5 Provide means for bulk loading and bulk editing of card records through the use of a data file generated from another source. The external file shall be an ODBC file source. The system shall also provide the ability to generate the same format file of existing card records, allowing the information in the system to be exported to other computers and applications. The system shall allow the user to select the card records that shall be included in the export file.
 - 9.4.28.6 Provide a card holder selection list, allowing the system operator to choose individual cardholder records from the selection list. The selection list shall provide a quick sorting display of all cardholder records and advanced SQL query tools including an SQL query builder.
 - 9.4.28.7 Allow reports to be generated directly from the cardholder properties' screen without having to search sub-set report menus. The system shall also allow for a right-click function to run reports from the event transaction of a cardholder.
- 9.4.29 Automated Import/Integration
- 9.4.29.1 Provide a means to import personnel information from an external database other than import from a flat file. Additionally, the import shall execute in the background periodically to avoid the need to run the administration application each time personnel data is to be imported. The import procedure shall also perform the necessary validity checking to prevent corruption of the system personnel table.
 - 9.4.29.1.1 Allow each automated import profile to have a user defined name. The profile shall be saved

with an import schema on the hard drive of the system workstation.

9.4.29.1.2 Allow the user to specify how the records are retrieved from the external database during the automated process and the amount of detail the import activity log will display after an automated import is run.

9.4.29.1.3 Allow the user to select from a list of external databases. It shall allow the user to enter a user ID and password if one is required by the external database.

9.4.29.2 Integrate with Active Directory to pull credential information

9.4.30 Reports

9.4.30.1 Write all programmed and transactional history to the database for later recall. Information written to the database shall be immediately available for report generation.

9.4.30.2 Be able to generate reports without affecting the real-time operation of the system.

9.4.30.3 Be generated from the database and generated to the operator's screen, hard disk, floppy disk or printer(s).

9.4.30.4 Be structured such that the operator shall determine the search parameters based on variables available on the individual report matrix. Systems requiring the user to type complicated search strings are not acceptable.

9.4.30.5 Programmed data reports shall be available for database configuration and historical activity.

9.4.30.6 Be capable of producing reports of database configuration information. These database configuration reports shall include hardware and software configuration, group, time zone, activity and audit log reports.

9.4.30.7 Provide a listing of previously defined reports. The operator shall be able to pick an existing report, modify an existing report or generate a new report.

9.4.30.8 Contain pre-defined reports that shall report the database configuration for area, holiday, time specifications, time zones, elevator, event, all groups, control outputs and authorized card holders.

- 9.4.30.9 Provide a "Who's-In" report that provides a listing of all personnel that the system has determined to be in a user-specified area. The "Who's-In" report can be used in emergency evacuation situations, to determine if personnel are in the building, and where they are in the building. The "Who's-In" report can be initiated by an event or run as a report by a system operator that can be automatically refreshed on the screen to keep current as personnel exit the area.
- 9.4.30.10 Provide an audit trail function that is intended to record all permanent changes in data configured by system operators. The audit trail shall record permanent changes made to the configuration data base by manual operator data entry.
- 9.4.30.11 Have on-line help available at any point requiring operator input. The help screen shall be accessible from a pull down menu. This help screen shall contain information that shall allow the operator to enter correct data without consulting a manual.

9.5 Emergency Warning System

- 9.5.1 MDWFP desires that the Vendor provide pricing for the connection of the existing wireless/hard-wired emergency warning system to the new access control system or to a software based emergency warning system for the MDWFP Headquarters at 1505 Eastover Drive, Jackson, MS 39211.
- 9.5.2 The current system consists of emergency buttons connected to an audio and tri-color strobe light warning system that activates and clears emergency alarm events. The purpose is to alert onsite law enforcement and the 24 hour control room of emergency situations in three areas:
 - 9.5.2.1 Executive area
 - 9.5.2.2 Receptionist desk
 - 9.5.2.3 Licensing area
- 9.5.3 The current system consists of momentary buttons connected to an Altronix AL400ULACM power supply and utilizing Altronix RBR1224 electronic toggle/ratchet relays. Currently, emergency button is pushed to activate system and pushed a second time to deactivate system. The emergency event is not being logged. It is required for the new system to receive and log the emergency event and to activate audio/visual notification and unlock necessary doors and be reset back to normal operation through the software.

- 9.5.4 Wireless/hard-wired buttons to activate system are located in the following areas:
 - 9.5.4.1 Executive area - Existing three hard-wired buttons to be connected to new system
 - 9.5.4.2 Receptionist desk - Existing wireless button to be connected to new system
 - 9.5.4.3 Licensing area - Existing 21 wireless buttons to be connected to new system
- 9.5.5 The proposed system will function as follows:
 - 9.5.5.1 Tri-color strobes are located in 24 hour control room and in law enforcement area - one color is assigned to each of the three activation areas and when button is pressed the system will only activate the colored strobe assigned to that area.
 - 9.5.5.2 Audible notification in 24 hour control room and in law enforcement area - existing audio notification may be reused if deemed sufficient
 - 9.5.5.3 The emergency warning system activation must be able to be acknowledged via software and system reset for reuse. This option can be accomplished through the access control software or software provided with this system.
 - 9.5.5.4 Upon activation of the emergency button in the executive area all access controls doors in the executive area (reader numbers 44, 55, 56) shall unlock and allow immediate entry to responding authorities.
 - 9.5.5.5 Upon activation of the emergency button in Licensing. The Licensing rear access control door (reader number 22) shall unlock and allow immediate entry to responding authorities.
 - 9.5.5.6 Access control reader to be installed in the 24 hour control room that will automatically unlock all doors that do not allow free egress. These doors to remain unlocked until reset via access control or emergency warning system software. This function must be available on the customer's network.
- 9.6 If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost. This includes, but is not limited to, all cabling, connectors, raceway, etc. necessary to render the configuration fully operational.

10. Installation

- 10.1 MDWFP desires that the Vendor provides services consisting of video management software, hardware, camera equipment, cabling, installation services, technical support, maintenance, and training for the implementation of the IP Video, Video Management System and Access Control System.
- 10.2 Vendor must install all system components and appurtenances in accordance with the manufacturer's instructions, applicable building and electrical codes, and is responsible for all required permits.
- 10.3 Vendor must furnish all necessary interconnections, services, and adjustments required for a complete and operable system as specified. Control signals, communications, and data transmission lines grounding must be installed as necessary to preclude ground loops, noise, and surges from affecting system operation. Equipment, materials, installation, workmanship, inspection, and testing must be in accordance with manufacturers' recommendations and industry standards.
- 10.4 Vendor personnel shall be responsible for installing cameras and auxiliary equipment including but not limited to PoE devices, wall mounts, battery devices, surge suppression devices, and cabling, as well as hardware and software, and configuring and networking the system.
- 10.5 Vendor must install all cabling using J hooks in raceways throughout the facility.
- 10.6 Cabling must be zip-tied in raceways.
- 10.7 Cabling must be tested and terminated.
- 10.8 Vendor must provide workers with a corporate commercial vehicle stocked with parts, supplies, and tools.
- 10.9 Vendor's staff must present their corporate IDs or other acceptable credentials to security daily.
- 10.10 Current site conditions: Vendor must visit the site and verify that site conditions are in agreement with the design package. Vendor must report all changes to the site or conditions that will affect performance of the system to MDWFP. Vendor must not take any corrective action without written permission from MDWFP.
- 10.11 Identification and labeling: Vendor must supply permanent identification labels for each cable at each end that will appear on the as-built drawings. The labeling format must be identified and a complete record must be provided to MDWFP with the final documentation. Each cable must be identified by type or signal being carried and termination points.

11. Training

- 11.1 Upon system acceptance, the Vendor must provide 4 days of on-site training on basic system operations and functionality as well as system problem troubleshooting techniques for up to 10 system users with times to accommodate various shifts as well as training for 4 system administrators.
- 11.2 Initial training is to include but is not limited to:
 - 11.2.1 Provide all maintenance and owner's manuals
 - 11.2.2 Review equipment list and data in maintenance manuals
 - 11.2.3 Train MDWFP's maintenance personnel on procedures and schedules for trouble-shooting, servicing and maintaining equipment
 - 11.2.4 Camera and access control system operation, configuration, and maintenance; all components and operation of the VMS, server and client, including but not limited to:
 - 11.2.4.1 Server administration, maintenance, user administration and management, camera and reader setup/configuration, views and area management, area/group level access and rights/schedules, custom and standard reports
 - 11.2.4.2 End user video and access control management and operation; all client functions within the client software
- 11.3 The Vendor must be willing to provide in-service training quarterly, if requested, to refresh initial system users and administrators and train new users.
- 11.4 The price must include training on all components of the system while the system is under a maintenance agreement.
- 11.5 The Vendor must agree that training classes will be conducted within thirty (30) business days of a training request from MDWFP.

12. System Testing

- 12.1 Vendor must work with MDWFP staff to devise a suite of system test cases necessary to prove the performance of the proposed system. This suite must include a bit error rate test and final acceptance criteria.
- 12.2 MDWFP will conduct testing of the system once the system is made available for use to MDWFP and all training is completed.
- 12.3 The Vendor must participate in the acceptance testing of the system by providing technical staff on-site for assistance in demonstrating the functions of the installed system. MDWFP must be in a position to demonstrate that the system

is operational to ensure that proper training has been received and sufficient knowledge transfer has been accomplished.

- 12.4 As part of the system testing, the Vendor must assist MDWFP in a performance test to confirm that the system configuration possesses adequate capacity and speed to drive the IP Video, Videos Management System and Access Control System and user base without degradation.
 - 12.5 MDWFP will communicate to the Vendor regarding any deficiencies identified during either system or performance testing. The Vendor must correct deficiencies within ten (10) days of written notice given by the State. MDWFP must bear the cost to remedy reported deficiencies. These deficiencies must be corrected and tested by the Vendor before submitting the remedy to the Agency for final system acceptance.
 - 12.6 The Vendor must agree to and allow for a final testing/acceptance period of up to thirty (30) business days from the initiation of system testing and correction of any deficiencies reported by the State.
 - 12.7 System testing is finished when MDWFP has successfully completed all acceptance criteria defined in the testing suite as defined by the Agency; and all critical defects have been corrected by the Vendor and successfully re-tested by the Agency and operated without error or defect for the acceptance period.
 - 12.8 System testing shall not in any way relieve the Vendor of the responsibility to correct any defect identified during the warranty period.
 - 12.9 The State reserves the right to reject the system after the third unsuccessful test of any module of the system.
13. **System Transition**
- 13.1 The Vendor must discuss the responsibility/process for initial system setup versus ongoing administration of day to day operations. Vendor should include as part of the description, a discussion of the administrative functions that would be performed by MDWFP as opposed to the Vendor.
 - 13.2 Vendor must provide all technical specifications and manuals (documentation) at the point of sale.
 - 13.3 If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost. This includes, but is not limited to, all cabling, connectors, raceway, etc. necessary to render the configuration fully operational.
14. **Warranty, Maintenance and Support**
- 14.1 Vendor must warrant that the proposed System shall meet or exceed these minimum specifications.

- 14.1.1 Vendor must warrant that all deliverables shall be free from any defect that would render any such deliverable inoperable or that would prevent full performance in accordance with these specifications. This warranty includes correction of errors, design deficiencies, performance deficiencies, and incorrect or defective documentation, including those found during acceptance testing, implementation, and the warranty period.
 - 14.1.2 Vendor must propose the standard manufacturer warranty for all proposed products and services. Vendor must specify the warranty period, during which time maintenance need not be paid. Warranty must cover, at minimum, one (1) hour response to requests for warranty repair service twenty-four (24) hours a day, seven (7) a week, 365 days a year and will come on-site with the necessary crash kit within four (4) hours from the point the call is made to service critical components and within eight (8) hours from the point the call is made to service all other peripherals and related software and computer equipment. Vendor must describe the proposed warranty.
 - 14.1.3 Vendor must also specify whether an extended warranty is being proposed to satisfy these requirements and include the associated period and cost.
 - 14.1.4 Awarded Vendor must agree to provide QoS (Quality of Service) component to ensure that customer's expectations are met with an ongoing evaluation reporting mechanism ensuring satisfaction with the system after the initial installation.
- 14.2 Product Maintenance and System Support
- 14.2.1 Support Contract
 - 14.2.1.1 Vendor must maintain the products in an operable condition according to the specifications contained in the technical manuals and as outlined in these specifications and the Vendor's proposal.
 - 14.2.1.2 Vendor must propose an annual fixed cost contract to provide ongoing system support services to include problem remediation, maintenance and upgrades. Vendor must describe the proposed plan.
 - 14.2.1.3 The Vendor must have on staff (directly employed) certified computer technology personnel available to provide hardware and software support for the life of the system.
 - 14.2.1.4 The Vendor must have a local service center (see 14.2.1.5) with normal business hours that may be examined by representatives of MDWFP. The service center must be factory authorized by all manufacturers for

the service and repair of the major components of the system.

- 14.2.1.5 The Vendor must employ a full-time local (mid-south area) service staff consisting of factory-trained and certified technicians. The service staff must be capable of timely on-site service calls, defined as having a certified technician onsite within four (4) hours from the point the call is made to service critical components and within eight (8) hours from the point the call is made to service all other peripherals and related software and computer equipment. As part of the proposal, the Vendor must state the number of factory trained and certified technicians employed on the service staff. The Vendor must also provide MDWFP with a written description of a reliable mechanism in place that is used to track response time.

14.2.2 Service Calls

- 14.2.2.1 The Vendor must provide MDWFP with a toll-free number to be called for service during regular business hours, Monday through Friday, 8:00 A.M. through 5:00 P.M. Central Standard Time (CST). All service must be performed by a qualified employee of the Vendor. No subcontracted service will be allowed.
- 14.2.2.2 The Vendor must provide MDWFP with a toll-free number to be called in the event of an emergency (major system failure) after hours, weekends, and holidays. Emergency service and support must be available 24 hours per day, 7 days a week. As part of the proposal, the Vendor must provide MDWFP with a written description of how emergency service and support is initiated and the phone number that is to be used.
- 14.2.2.3 Vendor must provide a toll-free support number with an agent answering the call.

14.2.3 System Maintenance

- 14.2.3.1 Vendor must specify frequency of system maintenance and any other scheduled down time. Vendor must designate the holiday schedule if holidays are included in Vendor's scheduled down time.
- 14.2.3.2 A service and preventive maintenance agreement for a period of 4 years from the date of project completion must be offered in the price. The Vendor agrees that factory certified technicians who are employees, not

subcontractors, will service and perform preventive maintenance for the 4-year period.

14.2.3.3 The Vendor agrees to perform preventive maintenance on at least a semi-annual basis, and must include, as part of the proposal, a detailed description of the schedule and services included in the preventive maintenance agreement.

14.2.3.4 The Vendor must guarantee advance replacement of failed components for a minimum of 3 years from the date the project is awarded. As part of the proposal, the Vendor must specify how long advance replacement will be provided.

14.2.3.5 The price of the system must include software updates at no additional cost for the life of the system (as long as the hardware platform allows). All technicians must be factory certified at the time Vendor enters bid.

15. Additional Requirements

15.1 Each site will be considered a deliverable and 90% of the cost for each deliverable will be paid upon completion of that particular deliverable. The remaining 10% for each deliverable will be paid upon completion of all deliverables.

15.2 ITS acknowledges that the specifications within this RFP 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.

16. Scoring Methodology

16.1 An evaluation team composed of MDWFP and ITS staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.

16.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.

16.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.

16.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the

assessment of the evaluation team. These points will be added to the total score.

- 16.1.4 For the evaluation of this RFP, the evaluation team will use the following categories and possible points:

Category	Possible Points
Non-Cost Categories:	
Vendor Requirements, Project Management	15
Technical Requirements	25
Installation, Training	5
System Testing, System Transition	5
Warranty, Maintenance, and Support	10
Total Non-Cost Points	60
Cost	40
Total Base Points	100
Value Add	5
Maximum Possible Points	105

- 16.2 The evaluation will be conducted in four stages as follows:

16.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience, number of copies, bond requirement, timely delivery, and must be responsive to all mandatory requirements. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

16.2.2 Stage 2 – Non-cost Evaluation (all requirements excluding cost)

16.2.2.1 Non-cost categories and possible point values are as follows:

Non-Cost Categories	Possible Points
Vendor Requirements, Project Management	15
Technical Requirements	25
Installation, Training	5
System Testing, System Transition	5
Warranty, Maintenance, and Support	10
Maximum Possible Points	60

16.2.2.2 Proposals meeting fewer than 80% of the requirements in the non-cost categories may be eliminated from further consideration.

16.2.2.3 ITS scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The 'Meets Specs' score for each category is 90% of the total points allocated for that category. For example, the Technical Requirements category was allocated 25 points; a proposal that fully met all requirements in that section would have scored 22.5 points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the State.

16.3 Stage 3 – Cost Evaluation

16.3.1 Points will be assigned using the following formula:

$$(1 - ((B - A) / A)) * n$$

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for acquisition

16.3.2 Cost categories and maximum point values are as follows:

Cost Category	Possible Points
Lifecycle Cost	40
Maximum Possible Points	40

16.4 Stage 4 – Selection of the successful Vendor

16.4.1 On-site Demonstrations and Interviews

16.4.1.1 At the discretion of the State, evaluators may request interviews, on-site presentations, demonstrations or discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.

16.4.1.2 If requested, Vendors must be prepared to make on-site demonstrations of system functionality and/or proposal clarifications to the evaluation team and its affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project.

16.4.1.3 Proposed key team members must be present at the on-site demonstration. The evaluation team reserves the right

to interview the proposed key team members during this onsite visit.

- 16.4.1.4 Although on-site demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.

16.4.2 Site Visits

- 16.4.2.1 At the State's option, Vendors that remain within a competitive range must be prepared to provide a reference site within seven calendar days of notification. If possible, the reference site should be in the southeastern region of the United States. Vendor must list potential reference sites in the proposal.

- 16.5 Final Quantitative Evaluation - Following any requested presentations, demonstrations, and/or site visits, the evaluation team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor's final score.

**SECTION VIII
 COST INFORMATION SUBMISSION**

Vendors must propose a summary of all applicable project costs in the matrix that follows. The matrix must be supplemented by a cost itemization fully detailing the basis of each cost category. The level of detail must address the following elements as applicable: item, description, quantity, retail, discount, extension, and deliverable. Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the State or face disqualification.

Table 1 – LeFleur’s Bluff State Park/Golf Course

Description	Unit Cost	Quantity	Extended Cost
Cameras:			
Camera Type 1 (specify):	\$		\$
Camera Type 2 (specify):	\$		\$
Camera Type 3 (specify):	\$		\$
Camera Type 4 (specify):	\$		\$
Camera Type 5 (specify):	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Video Management System:			
VMS System (software, licenses)	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Access Control System:			
Readers	\$		\$
Locks	\$		\$
Hinges	\$		\$
Door Closer	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$

Table 1 - LeFleur's Bluff State Park/Golf Course, CONT

Description	Unit Cost	Quantity	Extended Cost
Installation, Training:			
Software Installation/Implementation Services (fully loaded with travel, subsistence and associated per diem costs) Break out costs by:			
Pre-installation (Site Survey, System Design)	\$		\$
Implementation Costs (Software Installation, Hardware Installation, Minor System Customizations, System Testing)	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Training/Knowledge Transfer Costs:			
New-User Training (up to 2 users)	\$		\$
Refresher Training	\$		\$
Total Initial System Cost			\$
Recurring System Costs			
Maintenance and Support Costs (4 years with 1 year warranty) 8:00 A.M. to 5:00 P.M. Central Time, Monday through Friday			
Year 2	\$		\$
Year 3	\$		\$
Year 4	\$		\$
Year 5	\$		\$
Miscellaneous Costs (must specify):	\$		\$
Total Recurring System Cost			\$
Total Cost - LeFleur's Bluff State Park/Golf Course			\$

Table 2 – Buccaneer State Park

Description	Unit Cost	Quantity	Extended Cost
Cameras:			
Camera Type 1 (specify):	\$		\$
Camera Type 2 (specify):	\$		\$
Camera Type 3 (specify):	\$		\$
Camera Type 4 (specify):	\$		\$
Camera Type 5 (specify):	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Video Management System:			
VMS System (software, licenses)	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Installation, Training:			
Software Installation/Implementation Services (fully loaded with travel, subsistence and associated per diem costs) Break out costs by:			
Pre-installation (Site Survey, System Design)	\$		\$
Implementation Costs (Software Installation, Hardware Installation, Minor System Customizations, System Testing)	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Training/Knowledge Transfer Costs:			
New-User Training (up to 2 users)	\$		\$
Refresher Training	\$		\$
Total Initial System Cost			\$

Table 2 – Buccaneer State Park, CONT

Description	Unit Cost	Quantity	Extended Cost
Recurring System Costs			
Maintenance and Support Costs (4 years with 1 year warranty) 8:00 A.M. to 5:00 P.M. Central Time, Monday through Friday			
Year 2	\$		\$
Year 3	\$		\$
Year 4	\$		\$
Year 5	\$		\$
Miscellaneous Costs (must specify):			
Total Recurring System Cost	\$		\$
Total Cost – Buccaneer State Park			\$

Table 3 – Mississippi Museum of Natural Science

Description	Unit Cost	Quantity	Extended Cost
Cameras:			
Camera Type 1 (specify):	\$		\$
Camera Type 2 (specify):	\$		\$
Camera Type 3 (specify):	\$		\$
Camera Type 4 (specify):	\$		\$
Camera Type 5 (specify):	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Video Management System:			
VMS System (software, licenses)	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Access Control System:			
Readers	\$		\$
Locks	\$		\$
Hinges	\$		\$
Door Closer	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$

Table 3 – Mississippi Museum of Natural Science, CONT

Description	Unit Cost	Quantity	Extended Cost
Installation, Training:			
<i>Software Installation/Implementation Services (fully loaded with travel, subsistence and associated per diem costs) Break out costs by:</i>			
Pre-installation (Site Survey, System Design)	\$		\$
Implementation Costs (Software Installation, Hardware Installation, Minor System Customizations, System Testing)	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Training/Knowledge Transfer Costs:			
New-User Training (up to 2 users)	\$		\$
Refresher Training	\$		\$
Total Initial System Cost			\$
Recurring System Costs			
Maintenance and Support Costs (4 years with 1 year warranty) 8:00 A.M. to 5:00 P.M. Central Time, Monday through Friday			
Year 2	\$		\$
Year 3	\$		\$
Year 4	\$		\$
Year 5	\$		\$
Miscellaneous Costs (must specify):	\$		\$
Total Recurring System Cost			\$
Total Cost – Mississippi Museum of Natural Science			\$

Table 4 – MDWFP Region One/Central Office

Description	Unit Cost	Quantity	Extended Cost
Cameras:			
Camera Type 1 (specify):	\$		\$
Camera Type 2 (specify):	\$		\$
Camera Type 3 (specify):	\$		\$
Camera Type 4 (specify):	\$		\$
Camera Type 5 (specify):	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Video Management System:			
VMS System (software, licenses)	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Access Control System:			
Readers	\$		\$
Locks	\$		\$
Hinges	\$		\$
Door Closer	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$

Table 4 – MDWFP Region One/Central Office, CONT

Description	Unit Cost	Quantity	Extended Cost
Installation, Training:			
<i>Software Installation/Implementation Services (fully loaded with travel, subsistence and associated per diem costs) Break out costs by:</i>			
Pre-installation (Site Survey, System Design)	\$		\$
Implementation Costs (Software Installation, Hardware Installation, Minor System Customizations, System Testing)	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
<i>Training/Knowledge Transfer Costs:</i>			
New-User Training (up to 2 users)	\$		\$
Refresher Training	\$		\$
Total Initial System Cost			\$
Recurring System Costs			
Maintenance and Support Costs (4 years with 1 year warranty) 8:00 A.M. to 5:00 P.M. Central Time, Monday through Friday			
Year 2	\$		\$
Year 3	\$		\$
Year 4	\$		\$
Year 5	\$		\$
Miscellaneous Costs (must specify):	\$		\$
Total Recurring System Cost			\$
Total Cost – MDWFP Region One/Central Office			\$

Table 5 – MDWFP Headquarters

Description	Unit Cost	Quantity	Extended Cost
Cameras:			
Camera Type 1 (specify):	\$		\$
Camera Type 2 (specify):	\$		\$
Camera Type 3 (specify):	\$		\$
Camera Type 4 (specify):	\$		\$
Camera Type 5 (specify):	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Video Management System:			
VMS System (software, licenses)	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Access Control System:			
Readers	\$		\$
Locks	\$		\$
Hinges	\$		\$
Door Closer	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$

Table 5 – MDWFP Headquarters, CONT

Description	Unit Cost	Quantity	Extended Cost
Emergency Warning System:			
System Cost	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Installation, Training:			
<i>Software Installation/Implementation Services (fully loaded with travel, subsistence and associated per diem costs) Break out costs by:</i>			
Pre-installation (Site Survey, System Design)	\$		\$
Implementation Costs (Software Installation, Hardware Installation, Minor System Customizations, System Testing)	\$		\$
Other Costs (specify):	\$		\$
Other Costs (specify):	\$		\$
Training/Knowledge Transfer Costs:			
New-User Training (up to 2 users)	\$		\$
Administrator Training –system controls, security, interfaces and configuration (4 administrators)	\$		\$
Refresher Training	\$		\$
Total Initial System Cost			\$
Recurring System Costs			
Maintenance and Support Costs (4 years with 1 year warranty) 8:00 A.M. to 5:00 P.M. Central Time, Monday through Friday			
Year 2	\$		\$
Year 3	\$		\$
Year 4	\$		\$
Year 5	\$		\$
Miscellaneous Costs (must specify):	\$		\$
Total Recurring System Cost			\$
Total Cost – MDWFP Headquarters			\$

Table 6 – Change Order Rate

Fully Loaded Change Order Rate*	
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* Must include the cost of materials, travel expenses, per diem, and all other expenses and incidentals.

Table 7 – Total Lifecycle Cost

Category	Extended Cost	Retainage	Cost Less Retainage
Total Cost – LeFleur’s Bluff State Park/Golf Course		10%	
Total Cost – Buccaneer State Park		10%	
Total Cost – Mississippi Museum of Natural Science		10%	
Total Cost – MDWFP Region One/Central Office		10%	
Total Cost – MDWFP Headquarters		10%	
Total Cost – Performance Bond			
Total Lifecycle Cost – All Locations			
Retainage Paid After Final Acceptance and Expiration of the Warranty Period			
Total Lifecycle Cost – All Locations			

SECTION IX REFERENCES

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

1. References

- 1.1 The Vendor must provide at least five (5) references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.
- 1.2 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:
 - 1.2.1 Failure to provide reference information in the manner described;
 - 1.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;
 - 1.2.3 Non-responsiveness of references to the State's attempts to contact them; or
 - 1.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
- 1.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
 - 1.3.1 The reference installation must be for a project similar in scope and size to the project for which this RFP is issued;
 - 1.3.2 The reference installation must have been operational for at least six (6) months.
- 1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.
- 1.5 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:

- 1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;
- 1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.
- 1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

2. Subcontractors

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three (3) references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section.

Unless otherwise noted, the requirements found in the References section may be met through a combination of Vendor and subcontractor references and experience. Vendor's proposal should clearly indicate any mandatory experience requirements met by subcontractors. NOTE: The State reserves the right to eliminate from further consideration proposals in which the prime Vendor does not, in the State's sole opinion, provide substantive value or investment in the total solution proposed. (i.e. the State does not typically accept proposals in which the prime Vendor is only a brokering agent.)

REFERENCE FORM

Complete five (5) Reference Forms.

Contact Name:
Company Name:
Address:
Phone #:
E-Mail:
Project Start Date:
Project End Date:

Description of product/services/project, including start and end dates:

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SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:

Scope of services/products to be provided by subcontractor:

Complete three (3) Reference Forms for each Subcontractor.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:
Description of product/services/project, including start and end dates:

EXHIBIT A STANDARD CONTRACT

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with ITS. The inclusion of this contract does not preclude ITS from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* included in Section V.

**PROJECT NUMBER 40923
TURNKEY AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS**

This Turnkey Agreement (hereinafter referred to as "Agreement") is entered into by and between INSERT VENDOR NAME, a INSERT STATE OF INCORPORATION corporation having its principal place of business at INSERT VENDOR ADDRESS (hereinafter referred to as "Seller"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi Department of Wildlife, Fisheries, and Parks located at 1505 Eastover Drive, Jackson, Mississippi 39211 (hereinafter referred to as "Purchaser"). ITS and Purchaser are sometimes collectively referred to herein as "State."

WHEREAS, Purchaser, pursuant to Request for Proposals ("RFP") Number 3745, requested proposals for the acquisition of certain equipment, software, installation services, and technical support (collectively "Turnkey Operation") necessary for the implementation of an IP Video, Video Management System (VMS) and Access Control System; and

WHEREAS, Seller was the successful proposer in an open, fair, and competitive procurement process to provide the system and services described above;

NOW, THEREFORE, in consideration of the mutual understandings, promises, consideration, and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 PERIOD OF PERFORMANCE

1.1 This Agreement will become effective on the date it is signed by all parties and will continue in effect until all tasks required herein, including any post warranty maintenance/support specified in Exhibit A, have been completed. Seller agrees to complete all tasks required under this Agreement, with the exception of warranty service and post warranty maintenance, on or before December 31, 2016 or within such other period as may be agreed to by the parties.

1.2 This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by the Purchaser following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

ARTICLE 2 TURNKEY OPERATION AND INSTALLATION

2.1 The Seller agrees to provide Purchaser with a turnkey system consisting of equipment, software, installation services, technical support, maintenance, and training for the implementation of an IP Video, Video Management System (VMS) and Access Control System. Seller agrees to facilitate the integration of the hardware and software for the particular purpose set forth in RFP No. 3745. Seller further agrees that the system, as set forth in RFP No. 3745 and Seller's Proposal in response thereto, shall operate efficiently and optimally in light of industry standards and as further specified in RFP No. 3745 and Seller's Proposal in response thereto. RFP No. 3745 and Seller's Proposal as accepted by the State in response thereto are incorporated herein by reference.

2.2 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that: (a) Seller is solely responsible for all products and services being provided in this project; (b) Seller is responsible for the fulfillment of this project; and (c) Seller represents all contractors, third parties, and/or subcontractors Seller has assembled for this project. The Purchaser is required to negotiate only with Seller, as Seller's commitments, as specified in this Agreement, are binding on all proposed contractors, third parties, and subcontractors.

ARTICLE 3 PURCHASE OF EQUIPMENT AND PURCHASE ORDERS

Subject to the terms and conditions set forth herein, Seller agrees to provide, at the location specified by Purchaser, and Purchaser agrees to buy as needed the equipment, software, and services listed in the attached Exhibit A, which is incorporated herein and at the purchase price set forth therein, but in no event will the total compensation to be paid hereunder exceed the specified sum of INSERT TOTAL AMOUNT, unless prior written authorization from ITS has been obtained. Purchaser shall submit a purchase order signed by a representative of Purchaser itemizing the items to be purchased. The purchase order shall be subject to the terms and conditions of this Agreement. The parties agree that Purchaser reserves the right to adjust the quantities of purchases based upon the availability of funding or as determined necessary by Purchaser. Seller guarantees pricing for a period of 180 days from the effective date of this Agreement. In the event there is a national price decrease of the products specified in Seller's Proposal during this time, Seller agrees to extend the new, lower pricing to Purchaser.

ARTICLE 4 DELIVERY, INSTALLATION, AND RISK OF LOSS

4.1 Seller shall deliver the hardware and software to the location specified by Purchaser and pursuant to the delivery schedule set forth by Purchaser.

4.2 Seller shall complete installation of hardware and software pursuant to the requirements set forth in RFP No. 3745 and Article 5 herein. Seller acknowledges that installation of the system shall be accomplished with minimal interruption of Purchaser's normal day-to-day operations.

4.3 Seller shall assume and shall bear the entire risk of loss and damage to the hardware/software from any cause whatsoever while in transit and at all times throughout its possession thereof.

4.4 Seller shall be responsible for replacing, restoring, or bringing to at least original condition any damage to floors, ceilings, walls, furniture, grounds, pavements, sidewalks, and the like caused by its personnel and operations during the installation, subject to final approval of ITS. The repairs will be done only by technicians skilled in the various trades involved, using materials and workmanship to match those of the original construction in type and quality.

4.5 Seller shall be responsible for installing all equipment, cable, and materials in accordance with all State, Federal, and industry standards for such items.

ARTICLE 5 SCHEDULE AND ACCEPTANCE

5.1 Seller warrants that all equipment and software shall be properly delivered, installed, and integrated for acceptance testing within the scheduling deadlines set forth by Purchaser, as the site is deemed ready for installation. Seller shall provide Purchaser with an installation schedule identifying the date, time, and location within the scheduling deadlines set forth in RFP No. 3745, or as may be agreed to by the parties.

5.2 During the project initiation, Seller and Purchaser will develop a mutually agreed upon project plan including the division of responsibility between Purchaser's staff and Seller's staff. It is understood by the parties that the project work plan must be in place prior to any other work being performed. Once this mutually agreed upon project plan, which will identify specific time frames and deliverable target dates for this project, has been developed, it will be incorporated into and made a part of this Agreement. The dates in the project plan will define the agreed upon period of performance. The parties acknowledge that the project plan will evolve and change from time to time, upon the mutual written agreement of both parties. The parties agree that the deliverables and schedule set forth in the latest version of the project plan will take precedence over any prior plans.

5.3 Seller shall provide all documentation for the software and equipment being tested before acceptance testing will begin. Purchaser shall have 10 working days to review each deliverable and to either notify Seller of acceptance or to provide Seller a detailed list of deficiencies that must be remedied prior to payment being made. In the event the Purchaser notifies the Seller of deficiencies, the Seller, at Seller's sole expense, shall correct such deficiencies within 5 working days, unless the Purchaser consents in writing to a longer period of time.

5.4 Upon notification by Seller that the turnkey system has been fully implemented and is ready for final system acceptance testing, Purchaser shall have 30 working days to evaluate and test the system to confirm that it performs without any defects and performs pursuant to the specifications set forth in RFP No. 3745 and the Seller's Proposal in response thereto. Seller shall participate, as agreed upon by both parties, in the acceptance testing of the system by

providing technical staff at Purchaser's location to provide assistance in demonstrating all functions of the system. The Purchaser's official representative must sign off on each application to ensure that the applications meet the functional and technical requirements. In the event that one (1) or more applications supplied by Seller are not accepted, the Seller shall correct the deficiencies or provide, at its own expense, whatever software or equipment that may be required to meet the acceptance criteria within 10 working days or a mutually agreed upon time period. In the event the system fails to perform to Purchaser's satisfaction, Purchaser shall immediately notify Seller. Seller, at Seller's sole expense, shall correct defects identified by Purchaser within 10 working days, or such other period as the parties may agree upon. The 30 day testing period will be extended by system down-time. In the event Seller is unable to repair or replace the defective product, the Purchaser reserves the right to return the defective product to Seller at Seller's expense and to cancel this Agreement.

ARTICLE 6 TITLE TO EQUIPMENT

Title to the hardware provided under this Agreement shall pass to Purchaser upon acceptance of the system.

ARTICLE 7 SOFTWARE

7.1 Seller shall furnish the software to Purchaser, as set forth in purchase orders submitted and executed by Purchaser, and shall acquire the right to license the software to Purchaser. For purposes of this Article, the term "Purchaser" means the Mississippi Department of Wildlife, Fisheries, and Parks, its employees, and any third party consultants or outsourcers engaged by Purchaser who have a need to know and who shall be bound by the terms and conditions of this license and Agreement.

7.2 Seller accepts sole responsibility for: (a) Purchaser's system configuration, design, and requirements; (b) the selection of the software to achieve Purchaser's intended results; (c) the results obtained from the software; and (d) modifications, changes, or alterations to the software provided by Seller.

7.3 Seller understands and agrees that Purchaser shall have: (a) a non-exclusive, non-transferable, enterprise-wide unlimited, and perpetual license for the software listed in Exhibit A; (b) the right to use and customize the software products and the related documentation for Purchaser's business operations in accordance with the terms and conditions of this Agreement; (c) unlimited use by licensed users of the software products acquired for Purchaser's operations; (d) use of such software products with a backup platform system, should it be deemed necessary by Purchaser; (e) the right to copy such software for safekeeping, backup, and disaster recovery purposes; (f) the right to combine the software with other programs and modules and the right to create interfaces to other programs; and (g) the right to reproduce any and all physical documentation supplied under the terms of this Agreement.

7.4 Purchaser agrees that, except as noted herein, it will not otherwise copy, translate, modify, adapt, decompile, disassemble, or reverse engineer any of the software without the

prior written consent of Seller. All title and proprietary rights, whether tangible or intangible, including but not limited to copyright, trademark, and trade secret rights, in and to the software are retained by the Seller or the third party software manufacturer as applicable. Purchaser agrees to reproduce and include the copyright, trademark, and other proprietary rights notices on any copies made of the software and documentation.

ARTICLE 8 CONVERSION AND TRAINING

Seller shall, for the fees specified in the attached Exhibit A, provide the conversion activities specified in RFP No. 3745 and Seller's Proposal, as accepted by Purchaser in response thereto, as well as four (4) days on-site training that will cover basic system operations and functionality and, system problem troubleshooting techniques for up to ten (10) system users with times to accommodate various shifts, and training for four (4) system administrators. Seller and Purchaser shall mutually agree on the time for the training and an outline of the training to be provided. Seller specifically understands and agrees that Purchaser will not accept the system until Seller completes the conversion and training requirements. Seller agrees to provide, upon delivery, all user documentation and technical manuals needed to fully acquaint the user with operation of the hardware and software.

ARTICLE 9 CONSIDERATION AND METHOD OF PAYMENT

9.1 Except as provided in the Change Order Rate and Procedure Article of this Agreement, the total compensation to be paid to the Seller by the Purchaser shall not exceed the fixed price of \$INSERT TOTAL COMPENSATION for all hardware, software, products, services, travel, performances and expenses under this Agreement, payable as described in Exhibit A, unless prior written authorization from ITS has been obtained. Authorization of payments is subject to the written approval of the Purchaser.

9.2 The Seller and the Purchaser agree to the Deliverable Schedule as set forth in the Payment Schedule and Deliverables List included as Exhibit A to this Agreement. The Seller will receive payment in the amount indicated in Article 9.1 herein, less retainage to be withheld in accordance with the Retainage Article herein, upon written acceptance by the Purchaser of each of the deliverables defined therein. The parties agree that as the project work plan is revised by written agreement of the parties during the term of this Agreement, the anticipated dates for acceptance of deliverables and for the corresponding payments to the Seller, but not the amounts of those payments, may likewise be revised only by written agreement of the parties.

9.3 Upon written acceptance, as set forth in Article 5 herein, by the Purchaser of a deliverable which has an associated payment, the Seller will invoice the Purchaser for the invoice amount of that payment as indicated in the attached Exhibit A, less retainage to be withheld in accordance with the Retainage Article herein. Seller shall certify that the billing is true and correct. Seller shall submit invoices and supporting documentation to Purchaser electronically at any time during the term of this Agreement using the processes and procedures identified by the State. Purchaser agrees to pay Seller in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et seq. of the 1972

Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. Seller understands and agrees that Purchaser is exempt from the payment of taxes. All payments should be made in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Seller's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Seller shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

9.4 Acceptance by the Seller of the last payment from the Purchaser shall operate as a release of all claims against the State by the Seller and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

ARTICLE 10 WARRANTIES

10.1 Seller represents and warrants that all equipment and software provided by Seller shall meet or exceed the minimum specifications set forth in RFP No. 3745 and Seller's Proposal in response thereto.

10.2 For a period of one (1) year after acceptance, Seller represents and warrants that the equipment provided pursuant to this Agreement shall operate without defects in material and workmanship. All equipment provided by Seller shall be covered by the manufacturer's warranties, beginning upon acceptance of the system. Seller's obligations pursuant to these warranties shall include, but are not limited to, the correction of all defects in the system and the repair or replacement of the equipment at no cost to Purchaser. In the event Seller cannot repair or replace an item of equipment, Seller shall, at the State's election, either refund the purchase price of the equipment and refund any fees paid for services that directly relate to the defective equipment or secure alternate equipment acceptable to the Purchaser that will insure functionality of the system.

10.3 Seller represents and warrants that Seller has the right to sell the equipment and license the software provided under this Agreement.

10.4 Seller represents and warrants that Purchaser shall acquire good and clear title to the hardware purchased hereunder, free and clear of all liens and encumbrances.

10.5 Seller represents and warrants that all software furnished will be free from material defects for a period of one (1) year after acceptance and will provide Purchaser complete functionality necessary for the operation of the system as stated in RFP No. 3745 and the Seller's Proposal in response thereto. Seller's obligations pursuant to this warranty shall include, but are not limited to, the correction of all defects in the software and the repair or replacement of the software at no cost to Purchaser. In the event Seller cannot repair or replace the software, Seller shall at the State's election, either refund the fees paid for the software and for

any services that directly relate to the defective software, or secure alternate software acceptable to the Purchaser which will insure functionality of the system.

10.6 Seller represents and warrants that each unit of hardware delivered shall be delivered new and not as "used, substituted, rebuilt, refurbished, or reinstalled" equipment.

10.7 Seller represents and warrants that the turnkey system is fit for the particular purpose set forth in this Agreement and RFP No. 3745, with regard to Purchaser's foreseeable or projected needs.

10.8 Seller represents and warrants that it has and will obtain and pass through to Purchaser any and all warranties obtained or available from the licensor of software or the manufacturer of the equipment and replacement parts supplied to Seller.

10.9 Seller represents and warrants that Seller shall maintain all equipment provided hereunder, pursuant to the manufacturer's warranty policies throughout the equipment manufacturer's specified warranty period.

10.10 Seller represents and warrants that all work performed hereunder, including but not limited to consulting, conversion, training, technical support, and maintenance, shall be performed by competent personnel, shall be of professional quality consistent with generally accepted industry standards for the performance of such services, and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Seller shall, for a period of ninety (90) days from the performance of service, perform the services again, at no cost to the Purchaser, or if the Seller is unable to perform the services as warranted, the Seller shall reimburse the Purchaser the fees paid to the Seller for the unsatisfactory services.

10.11 Seller represents and warrants that there is no disabling code or a lockup program or device embedded in the software provided to Purchaser. Seller further agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Purchaser's use of the software and/or which would restrict Purchaser from accessing its data files or in any way interfere with the transaction of Purchaser's business. For any breach of this warranty, Seller, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Products to Purchaser that are free of such disabling code or a lockup program or device.

10.12 Seller represents and warrants that the software, as delivered to Purchaser, does not contain a computer virus. For any breach of this warranty, Seller, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Products to Purchaser that are free of any virus and shall be responsible for repairing, at Seller's expense, any and all damage done by the virus to Purchaser's site.

10.13 Seller represents and warrants that the turnkey system furnished will be free from material defects for a period of after final acceptance of the complete system and will provide Purchaser complete functionality necessary for the operation of the system as stated in RFP No. 3745 and the Seller's Proposal in response thereto. This warranty shall cover all components of the system, including but not limited to all programs, screens, reports, subroutines, utilities, file structures, documentation, interfaces, or other items provided by the Seller. This warranty will apply to the base package, plus any customized programs, screens, reports, subroutines, interfaces, utilities, file structures, documentation, or other items proposed and delivered by the Seller specifically for this project. The Seller shall give immediate high priority attention to any mission critical corrections that are needed. If the system does not function accordingly, Seller shall, at the State's election within five (5) working days and at no cost to Purchaser, either correct the defects identified, replace the products with products that are compliant with this warranty, or refund the fees paid for the products and for any services that directly relate to the defective product.

10.14 Seller represents and warrants that, upon completion of the project, the Seller and all subcontractors shall convey to Purchaser copies of all interim reports, data collection forms, and any working papers that support the final acceptance of the system.

10.15 Seller represents and warrants that it presently has and will continue to maintain, at its own expense, throughout the term of this Agreement, valid licenses for all software, trademarks, service marks, patents and copyrighted material and any other proprietary information of a third party that it will deploy in support of all products Seller uses in the performance of this Agreement. Seller further represents and warrants that upon Purchaser's request, Seller shall pass through such licenses to Purchaser at no cost to Purchaser. In the event the licenses are passed through to Purchaser, such licenses shall name the Purchaser as the license holder of record and such licenses shall be established in such a manner so as to survive the termination/expiration of this Agreement. For any breach of the preceding warranty, Seller at its own expense shall within five (5) business days after receipt of notification of the breach, secure and/or pass through, as applicable, the necessary licenses. Failure of the Seller to secure and/or pass through such licenses to Purchaser shall be considered a material breach of this Agreement and the Purchaser may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

10.16 If applicable under the given circumstances, Seller represents and warrants that 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. Seller agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security

where required, to provide a copy of each such verification to the State. Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Seller understands and agrees that any breach of these warranties may subject Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

10.17 Seller represents and warrants that the system provided pursuant to this Agreement will pass both internal security audits and independent security audits. For any breach of the preceding warranty at any time during which the system is covered by warranty, maintenance and/or support, Seller shall, at its own expense and at no cost to Purchaser, remediate any defect, anomaly or security vulnerability in the system by repairing and/or replacing any and all components of the system necessary in order for the system to be secure.

10.18 Seller represents and warrants that no official or employee of Purchaser or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Seller warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Seller also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

10.19 The Seller represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Seller, terminate the right of the Seller to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Seller to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Seller as it would pursue in the event of a breach of contract by the Seller, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

ARTICLE 11 INFRINGEMENT INDEMNIFICATION

Seller represents and warrants that neither the software, its elements, nor the use thereof violates or infringes on any copyright, patent, trademark, servicemark, trade secret, or other proprietary right of any person or entity. Seller, at its own expense, shall defend or settle any and all infringement actions filed against Seller or Purchaser which involve the software provided under this Agreement and shall pay all settlements, as well as all costs, attorney fees, damages, and judgment finally awarded against Purchaser. If the continued use of the products for the purpose intended is threatened to be enjoined or is enjoined by any court of competent jurisdiction, Seller shall, at its expense: (a) first procure for Purchaser the right to continue using such products, or upon failing to procure such right; (b) modify or replace them with non-infringing products while maintaining substantially similar software functionality or data/informational content, or upon failing to secure either such right; (c) refund to Purchaser the software license fees previously paid by Purchaser for the products Purchaser may no longer use. Said refund shall be paid within ten (10) working days of notice to Purchaser to discontinue said use.

ARTICLE 12 SYSTEM MAINTENANCE DURING WARRANTY

12.1 Seller agrees to provide on-site warranty service on all software, equipment, and any other devices that would be included within them for the periods specified and fixed prices noted in Exhibit A.

12.2 Seller will respond by telephone within one (1) hour to requests for warranty repair service twenty-four (24) hours a day, seven (7) a week, 365 days a year and will come on-site with the necessary crash kit within four (4) hours from the point the call is made to service critical components and within eight (8) hours from the point the call is made to service all other peripherals and related software and computer equipment. Should the Seller fail to respond within such time, Seller shall pay the Purchaser \$100.00 per hour for every hour of delay. The warranty includes all parts, labor, and travel.

12.3 Seller agrees it will maintain in house the most frequently used supply replacement parts needed to service the equipment. Replacement parts will be new and not used or refurbished and will either be manufactured by and/or meet the minimum specifications established by the manufacturer of the equipment. Title to all replacement parts installed in the equipment will pass to Purchaser at the time of replacement, and title to parts removed for replacement will, at the time of replacement, pass to Seller.

12.4 Seller agrees to a maximum eight (8) hour turnaround from the point the call is made on all repairs not requiring parts ordering and a maximum two (2) working days on all other repairs. If the repairs have not been made within these designated time frames, Seller shall pay the Purchaser \$100.00 per hour for every hour of delay. If after two (2) days the item has not been repaired, a compatible loaner unit will be provided by Seller at no expense to Purchaser.

12.5 Seller agrees to provide preventive maintenance based on the specific needs of the equipment during normal business hours and at intervals specified in RFP No. 3745 and Seller's Proposal as accepted by the State in response thereto. Preventive maintenance may be performed concurrently with remedial maintenance activity. Seller must record all activities related to preventive maintenance on a log to be retained on-site.

12.6 Maintenance does not cover damage to equipment caused by Purchaser's abuse or neglect; damage caused by an act of God (flood, earthquake, lightning, etc.) or loss due to fire or theft; neglect, misuse, alterations, or deviation from intended machine use; maintenance or repair of the machine performed by persons other than Seller, or maintenance or removal of alterations or attachments.

12.7 The parties understand and agree that Purchaser reserves the right to cancel warranty service on all or part of the equipment as Purchaser deems necessary.

12.8 Seller shall provide, for the periods set forth in Exhibit A, software support services as specified in RFP No. 3745 and Seller's Proposal, as accepted by Purchaser, in response thereto, with said support to include, but not be limited to, the following: (a) upon notification of software errors, Seller shall provide all remedial support and assistance needed to correct the errors which affect the operation of the software; (b) the provision of regular updates, new releases, and enhancements as they are released, but no less than one (1) annually; (c) unlimited toll-free technical telephone support in the operation of the software system twenty-four (24) hours a day, seven (7) days a week, 365 days a year, with a guaranteed one (1) hour telephone response time; priority placement in the support queue shall be given to all system locking situations or problems claimed by Purchaser to be a mission critical process; and (d) on-site support in the operation of the software products if reasonably convenient or necessary in the opinion of the Seller. It is further understood that in the event the software product lines are discontinued, Seller shall be responsible for supporting the last software release implemented by the Purchaser for a minimum of five (5) years thereafter, with the same level of support as described in this Article. Should Seller migrate away from the database currently required for the software installed for Purchaser to a different database, Seller shall provide updated product and new database licensing to Purchaser at no cost to Purchaser.

12.9 Sixty (60) days prior to expiration of the warranty service on the software and each item of equipment, Seller shall notify Purchaser in writing of the impending warranty expiration, and Purchaser shall have thirty (30) days in which to notify Seller of its decision to either subscribe to Post Warranty Maintenance or to forgo Post Warranty Maintenance.

ARTICLE 13 POST WARRANTY SYSTEM MAINTENANCE

13.1 Upon Purchaser's notification to Seller, pursuant to Article 12.9 herein, of Purchaser's decision to subscribe to Post Warranty Maintenance, the Seller agrees to provide on-site preventive and remedial maintenance necessary to maintain the software and equipment and any other devices that would be included within them for the time periods specified and fixed prices noted in Exhibit A. The maintenance includes all parts, labor, and travel.

13.2 Seller will respond by telephone within one (1) hour to requests for unscheduled remedial maintenance twenty-four (24) hours a day, seven (7) days a week, 365 days a year and will come on-site with the necessary crash kit within four (4) hours from the point the call is made to service critical components and within eight (8) hours from the point the call is made to service all other peripherals and related software and computer equipment. Should the Seller fail to respond within such time, Seller shall pay the Purchaser \$100.00 per hour for every hour of delay.

13.3 Seller agrees it will maintain in house the most frequently used supply replacement parts needed to service the equipment. Replacement parts will be new and not used or refurbished and will either be manufactured by and/or meet the minimum specifications established by the manufacturer of the equipment. Title to all replacement parts installed in the equipment will pass to Purchaser at the time of replacement, and title to parts removed for replacement will, at the time of replacement, pass to Seller.

13.4 Seller agrees to a maximum eight (8) hour turnaround from the point the call is made on all repairs not requiring parts ordering and a maximum two (2) working days on all other repairs. If the repairs have not been made within these designated time frames, Seller shall pay the Purchaser \$100.00 per hour for every hour of delay. If after two (2) days the item has not been repaired, a compatible loaner unit will be provided by Seller at no expense to Purchaser.

13.5 Seller agrees to provide preventive maintenance based on the specific needs of the equipment during normal business hours and at intervals specified in 3745 and Seller's Proposal as accepted by the State in response thereto. Preventive maintenance may be performed concurrently with remedial maintenance activity. Seller must record all activities related to preventive maintenance on a log to be retained on-site.

13.6 Maintenance does not cover damage to equipment caused by Purchaser's abuse or neglect; damage caused by an act of God (flood, earthquake, lightning, etc.) or loss due to fire or theft; neglect, misuse, alterations, or deviation from intended machine use; maintenance or repair of the machine performed by persons other than Seller, or maintenance or removal of alterations or attachments.

13.7 The parties understand and agree that Purchaser reserves the right to add other equipment to be maintained or to cancel maintenance on all or part of the equipment as Purchaser deems necessary.

13.8 Seller shall provide, for the periods set forth in Exhibit A, software support services as specified in RFP No. 3745 and Seller's Proposal, as accepted by Purchaser, in response thereto, with said support to include, but not be limited to, the following: (a) upon notification of software errors, Seller shall provide all remedial support and assistance needed to correct the errors which affect the operation of the software; (b) the provision of regular updates, new releases, and enhancements as they are released, but no less than one (1) annually; (c)

unlimited toll-free technical telephone support in the operation of the software system twenty-four (24) hours a day, seven (7) days a week, 365 days a year, with a guaranteed one (1) hour telephone response time; priority placement in the support queue shall be given to all system locking situations or problems claimed by Purchaser to be a mission critical process; and (d) on-site support in the operation of the software products if reasonably convenient or necessary in the opinion of the Seller. It is further understood that in the event the software product lines are discontinued, Seller shall be responsible for supporting the last software release implemented by the Purchaser for a minimum of five (5) years thereafter, with the same level of support as described in this Article. Should Seller migrate away from the database currently required for the software installed for Purchaser to a different database, Seller shall provide updated product and new database licensing to Purchaser at no cost to Purchaser.

13.9 Sixty (60) days prior to the expiration of the Post Warranty Maintenance term, Seller shall notify Purchaser in writing of the impending expiration, and Purchaser shall have thirty (30) days in which to notify Seller of its intention to either renew or cancel any further maintenance. In no event shall the cost for maintenance services increase by more than five percent (5%) per year.

ARTICLE 14 EMPLOYMENT STATUS

14.1 Seller shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall it be construed to create an employer-employee relationship or a joint venture relationship.

14.2 Seller represents that it is qualified to perform the duties to be performed under this Agreement and that it has or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Purchaser. Seller shall pay, when due, all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation, and any other withholdings that may be required. Neither Seller nor employees of Seller are entitled to state retirement or leave benefits.

14.3 Any person assigned by Seller to perform the services hereunder shall be the employee of Seller, who shall have the sole right to hire and discharge its employee. Purchaser may, however, direct Seller to replace any of its employees under this Agreement. If Seller is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Seller will not charge Purchaser for those hours.

14.4 It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder and that any sum due and payable to Seller shall be paid as a gross sum with no withholdings or deductions being made by Purchaser for any purpose from said contract sum.

ARTICLE 15 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Seller will be responsible for the behavior of all its employees and subcontractors while on the premises of any Purchaser location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive, or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All Seller employees and subcontractors who will be working at such locations to install or repair Products shall be covered by Seller's comprehensive general liability insurance policy.

ARTICLE 16 MODIFICATION OR RENEGOTIATION

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

ARTICLE 17 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

17.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Seller represents all contractors, third parties, and/or subcontractors Seller has assembled for this project. The Purchaser is required to negotiate only with Seller, as Seller's commitments are binding on all proposed contractors, third parties, and subcontractors.

17.2 Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

17.3 Seller must obtain the written approval of Purchaser before subcontracting any portion of this Agreement. No such approval by Purchaser of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Purchaser in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Purchaser may deem necessary.

17.4 Seller represents and warrants that any subcontract agreement Seller enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Purchaser, that the subcontractor acknowledges that no privity of contract exists between the Purchaser and the subcontractor, and that the Seller is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Seller. The Seller shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs, and expenses of every kind and nature whatsoever arising as a result of Seller's failure to pay any and all amounts due by Seller to any subcontractor, materialman, laborer, or the like.

17.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication, or settlement of any dispute between the Seller and the Purchaser, where such dispute affects the subcontract.

ARTICLE 18 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Purchaser to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. 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 Purchaser for the payments or performance due under this Agreement, Purchaser shall have the right to immediately terminate this Agreement without damage, penalty, cost, or expense to Purchaser of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Purchaser shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 19 TERMINATION

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 Purchaser, without the assessment of any penalties, upon thirty (30) days written notice to Seller, if Seller becomes the subject of bankruptcy, reorganization, liquidation, or receivership proceedings, whether voluntary or involuntary; (c) by Purchaser, without the assessment of any penalties, for any reason after giving thirty (30) days written notice specifying the effective date thereof to Seller; 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, Seller shall refund to Purchaser any and all applicable unexpended prorated annual support fees/charges, previously paid by Purchaser. In the event of termination, Seller shall be paid for satisfactory work completed or services rendered by Seller in connection with this Agreement and accepted by Purchaser as of the date of receipt of notification of termination. In no case shall said compensation exceed the total contract price. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

ARTICLE 20 GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi, and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Seller expressly agrees that under no circumstances shall Purchaser or ITS be obligated to pay an attorney's fee, prejudgment interest, or the cost of legal action to Seller. Further, nothing in this Agreement shall affect any statutory rights Purchaser may have that cannot be waived or limited by contract.

ARTICLE 21 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 22 SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 23 CAPTIONS

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or section of this Agreement.

ARTICLE 24 HOLD HARMLESS

To the fullest extent allowed by law, Seller shall indemnify, defend, save and hold harmless, protect, and exonerate Purchaser, ITS and the State, its Board Members, officers, employees, agents, and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs, and expenses of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, attorney fees, and claims for damages arising out of or caused by Seller and/or its partners, principals, agents, employees, or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 25 THIRD PARTY ACTION NOTIFICATION

Seller shall notify Purchaser in writing within five (5) business days of Seller filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Seller or Purchaser by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Seller's performance under this Agreement. Failure of the Seller to provide such written notice to Purchaser shall be considered a material breach of this Agreement and the Purchaser may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 26 AUTHORITY TO CONTRACT

Seller warrants that it is a validly organized business with valid authority to enter into this Agreement, that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing

legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 27 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means, provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Purchaser's address for notice is: Mr. Curtis Thornhill, Chief Systems Information Officer, Mississippi Wildlife, Fisheries, and Parks, 1505 Eastover Drive, Jackson, Mississippi 39211. The Seller's address for notice is: INSERT VENDOR NOTICE INFORMATION. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 28 RECORD RETENTION AND ACCESS TO RECORDS

Seller shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Purchaser, ITS, any state or federal agency authorized to audit Purchaser, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Seller's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Seller's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Seller for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 29 INSURANCE

Seller represents that it will maintain workers' compensation insurance as prescribed by law, which shall inure to the benefit of Seller's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Seller will, upon request, furnish Purchaser with a certificate of conformity providing the aforesaid coverage.

ARTICLE 30 DISPUTES

Any dispute concerning a question of fact under this Agreement, which is not disposed of by agreement of the Seller and Purchaser, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 31 COMPLIANCE WITH LAWS

31.1 Seller shall comply with, and all activities under this Agreement shall be subject to, all Purchaser policies and procedures and all applicable federal, state, and local laws, regulations, policies, and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Seller shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin, or disability. Further, if applicable, Seller shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

31.2 Seller represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Seller represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

ARTICLE 32 CONFLICT OF INTEREST

Seller shall notify Purchaser of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Purchaser's satisfaction, Purchaser reserves the right to terminate this Agreement.

ARTICLE 33 SOVEREIGN IMMUNITY

By entering into this Agreement with Seller, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 34 CONFIDENTIAL INFORMATION

34.1 Seller shall treat all Purchaser data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Purchaser. In the event that Seller receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Seller shall promptly inform Purchaser and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules, and regulations. This Article shall survive the termination or completion of this Agreement, shall continue in full force and effect, and shall be binding upon the Seller and its agents, employees, successors, assigns, subcontractors, or any party or entity claiming an interest in this Agreement on behalf of or under the rights of the Seller, following any termination or completion of this Agreement.

34.2 With the exception of any attached exhibits which are labeled as "confidential", the

parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Seller. ITS will provide third party notice to Seller of any requests received by ITS for any such confidential exhibits so as to allow Seller the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

ARTICLE 35 EFFECT OF SIGNATURE

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties, and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Seller on the basis of draftsmanship or preparation hereof.

ARTICLE 36 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All data, electronic or otherwise, collected by Seller and all documents, notes, programs, databases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Seller in connection with this Agreement, whether completed or in progress, shall be the property of Purchaser upon completion of this Agreement or upon termination of this Agreement. Purchaser hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Agreement. Seller is prohibited from use of the above described information and/or materials without the express written approval of Purchaser.

ARTICLE 37 NON-SOLICITATION OF EMPLOYEES

Seller agrees not to employ or to solicit for employment, directly or indirectly, any of the Purchaser's employees until at least one (1) year after the expiration/termination of this Agreement, unless mutually agreed to the contrary in writing by the Purchaser and the Seller, and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

ARTICLE 38 ENTIRE AGREEMENT

38.1 This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media, or electronic version of Seller-furnished software, or any "click-wrap" or "browse-wrap" license presented in connection with a purchase via the Internet. The RFP No. 3745 and Seller's Proposal in response to RFP No. 3745 are hereby incorporated into and made a part of this Agreement.

38.2 The Agreement made by and between the parties hereto shall consist of and precedence is hereby established by the order of the following:

- A. This Agreement signed by both parties;

- B. Any exhibits attached to this Agreement;
- C. RFP No. 3745 and written addenda; and
- D. Seller's Proposal, as accepted by Purchaser, in response to RFP No. 3745.

38.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Seller. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof, provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Seller's Proposal").

ARTICLE 39 STATE PROPERTY AND LOCATION OF WORK

39.1 Seller shall be responsible for the proper custody of any Purchaser-owned property furnished for Seller's use in connection with work performed pursuant to this Agreement. Seller shall reimburse the Purchaser for any loss or damage, normal wear and tear excepted.

39.2 All work provided in connection with this contract will be required to be performed on-site in the Purchaser's offices in Jackson, Mississippi, unless written approval is received from the State. Seller accepts full responsibility for all problems arising out of a decision to perform off-site work.

ARTICLE 40 SURVIVAL

Articles 10, 11, 12, 13, 20, 24, 28, 33, 34, 36, 37, and all other articles, which by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 41 DEBARMENT AND SUSPENSION CERTIFICATION

Seller certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen

property; and (d) have, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

ARTICLE 42 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Seller and Purchaser understand and agree that all products and services provided by Seller under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Seller to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

ARTICLE 43 RETAINAGE

To secure the Seller's performance under this Agreement, the Seller agrees that the Purchaser shall hold back as retainage ten percent (10%) of each amount payable, including amounts payable under Change Orders, under this Agreement. The retainage amount will continue to be held until final acceptance of the system by the State and the expiration of the warranty period.

ARTICLE 44 STATUTORY AUTHORITY

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software, and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Purchaser's or Seller's contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Purchaser's funding source.

ARTICLE 45 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

ARTICLE 46 LIQUIDATED DAMAGES

It is agreed by the parties hereto that time is of the essence and that in the event of a delay in the delivery and installation deadlines or delay in the satisfactory completion and acceptance of the services provided for herein, damage shall be sustained by Purchaser. In the event of a delay as described herein, Seller shall pay Purchaser, within five (5) calendar days from the date of receipt of notice, fixed and liquidated damages of \$500.00 per day for each calendar day of delay caused by Seller. Purchaser may offset amounts due it as liquidated damages against any monies due Seller under this Agreement. Purchaser will notify Seller in writing of any claim for liquidated damages pursuant hereto on or before the date Purchaser deducts such sums from money payable to Seller. Any liquidated damages assessed are in addition to and not in limitation of any other rights or remedies of Purchaser.

ARTICLE 47 PERFORMANCE BOND

As a condition precedent to the formation of this Agreement, the Seller must provide a performance bond as herein described. To secure the Seller's performance, the Seller shall procure, submit to the State with this executed Agreement, and maintain in effect at all times during the course of this Agreement a performance bond in the total amount of this Agreement. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the performance bond and shall identify a contact person to be notified in the event the State is required to take action against the bond. The term of the performance bond shall be concurrent with the term of this Agreement, with the exception of post-warranty maintenance and support, and shall not be released to Seller until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Seller's performance and performance of the products/services delivered and determine that the Seller's performance bond may be reduced or released prior to expiration of the full warranty period. The performance bond shall be procured at Seller's expense and be payable to the Purchaser, The cost of the bond may be invoiced to the Purchaser after project initiation only if itemized in the Seller's cost proposal and in the attached Exhibit A. Prior to approval of the performance bond, the State reserves the right to review the bond and require Seller to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by Seller. The bond must specifically refer to this Agreement and shall bind the surety to all of the terms and conditions of this Agreement. If the Agreement is terminated due to Seller's failure to comply with the terms thereof, Purchaser may claim against the performance bond.

ARTICLE 48 PERSONNEL ASSIGNMENT GUARANTEE

Seller guarantees that the personnel assigned to this project will remain a part of the project throughout the duration of the Agreement, as long as the personnel are employed by the Seller and are not replaced by Seller pursuant to the third paragraph of the Article herein titled "Employment Status." Seller further agrees that the assigned personnel will function in the capacity for which their services were acquired throughout the life of the Agreement, and any

failure by Seller to so provide these persons shall entitle the State to terminate this Agreement for cause. Seller agrees to pay the Purchaser fifty percent (50%) of the total contract amount if any of the assigned personnel is removed from the project prior to the ending date of the contract for reasons other than departure from Seller's employment or replacement by Seller pursuant to the third paragraph of the Article herein titled "Employment Status." Subject to the State's written approval, the Seller may substitute qualified persons in the event of the separation of the incumbents therein from employment with Seller or for other compelling reasons that are acceptable to the State and may assign additional staff to provide technical support to Purchaser. The replacement personnel shall have equal or greater ability, experience, and qualifications than the departing personnel and shall be subject to the prior written approval of the Purchaser. The Seller shall not permanently divert any staff member from meeting work schedules developed and approved under this Agreement, unless approved in writing by the Purchaser. In the event of Seller personnel loss or redirection, the services performed by the Seller shall be uninterrupted and the Seller shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

ARTICLE 49 CHANGE ORDER RATE AND PROCEDURE

49.1 It is understood that the State may, at any time, by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by the Seller except by the express written approval of the State. The Seller shall be obligated to perform all changes requested by the Purchaser which have no price or schedule effect.

49.2 The Seller shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the State nor the Seller shall be obligated to execute such a change order; if no such change order is executed, the Seller shall not be obliged or authorized to perform services beyond the scope of this Agreement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

49.3 With respect to any change orders issued in accordance with this Article, the Seller shall be compensated for work performed under a change order according to the hourly change order rate specified in the attached Exhibit A, which is incorporated herein. If there is a service that is not defined in the change order rate, the Seller and the State will negotiate the rate. The Seller agrees that each change order rate shall be a "fully loaded" rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Seller in the performance of the change order. The Seller shall invoice the Purchaser upon acceptance by the Purchaser of all work documented in the change order, and the Purchaser shall pay invoice amounts on the terms set forth in this Agreement.

49.4 Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to

implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Seller to complete the work required by that change order. The project work plan will be revised as necessary.

49.5 The Seller will include in the progress reports delivered under this Agreement the status of work performed under all then current change orders.

49.6 In the event the Seller and the State enter into a change order which increases or decreases the time required for the performance of any part of the work under this Agreement, the Seller shall submit to the Purchaser a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

49.7 The Purchaser shall promptly review all revised project work plans submitted under this Agreement and shall notify the Seller of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from the Seller. If the Purchaser fails to respond in such time period or any extension thereof, the Purchaser shall be deemed to have approved the revised project work plan.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of the Mississippi Department of
Wildlife, Fisheries, and Parks**

INSERT VENDOR NAME

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A

EXHIBIT B CAMERA LOCATIONS

A. LeFleur's Bluff State Park

**1205 Lakeland Dr.
Jackson, MS 39216**

LeFleur's Bluff Golf Course Clubhouse has a newer IP Video system installed with four Flir 2.1 Megapixel Cameras (model number DNV 13TF2) and an 8 channel Network Video Recorder (DNR 208PV).

Below existing system to be added to system by winning vendor:

1. Interior camera in clubhouse-Repositioned to cover rear of counter
2. Exterior camera covering golf cart barn
3. Two exterior cameras in customer parking lot-Cable run extends 100 meter. New Fiber Optics Cable to be installed or range extenders installed by winning vendor to fix transmission issues.

B. Buccaneer State Park

**1150 South Beach Blvd.
Waveland, MS 39576**

Existing 18 Camera Nuvico ED-V3000 system in below locations. Existing cameras to be reused except where noted and added to new system:

1. Camera inside admissions and ticketing (Replace)
2. Walkway next to admissions and ticketing
3. Walkway next to admissions and ticketing
4. Admissions ticket window
5. Admissions ticket window
6. Vending office
7. Incoming traffic to office (Replace)
8. Entry drive next to office (Replace)
9. Rear Office area
10. Camp Store in activity building
11. 1st floor of activity building on elevator (Replace)
12. 1st floor of activity building (Replace)
13. 2nd floor camera covering pool gate (Replace)
14. 2nd floor hallway activity building
15. 2nd floor hallway activity building
16. 2nd floor hallway activity building
17. 2nd floor hallway activity building
18. 2nd floor hallway activity building

The following cameras to be added to the new system:

1. Gatehouse Area
 - a. Interior camera to cover registers
 - b. Exterior camera on building to view traffic entering property
 - c. Exterior Camera on building to view traffic exiting property

2. Water Park Area-Cameras to be added to Crow's Nest building
 - a. Exterior camera on side of Crow's Nest to cover kiddie pool
 - b. Exterior camera on side of Crow's Nest to cover water slide
 - c. Three exterior cameras on the front of Crows Nest to cover wave pool and deck
 - d. Exterior camera added to cover 2nd floor deck
 - e. Interior camera added in kitchen to cover the register
 - f. Two exterior cameras added on 1st floor to cover tables and chairs

3. Activity Area
 - a. Exterior pendant mounted camera on second floor to cover activity pool
 - b. Interior camera added in game room

C. Mississippi Museum of Natural Science

**2148 Riverside Dr.
Jackson, MS 39203**

Existing 26 IP Video OnSSI system in below locations. Existing system to be reused except where noted below:

1. Aquarium Exhibit Hall
2. Crosswall Hall
3. Lobby Entrance
4. Lower level Restroom
5. Exit to Maze
6. Playschool Hall
7. Information Desk
8. Gift Shop Cash Register
9. South Exit
10. Family Exhibit Hall
11. Gift Shop
12. Exit to Training
13. Catering Kitchen
14. Education Office
15. Dock (New Building Area)
16. Museum Dock –Replace with wide dynamic range camera
17. Aquarium Entrance
18. Lower level Employee Parking
19. Terrarium
20. Exhibit Hall South
21. Exhibit Hall North

22. Patio Area
23. Atrium (Interior PTZ) -Replace with 360 degree panoramic camera
24. Visitor's Parking (Exterior PTZ)
25. Employee Parking (Exterior PTZ)
26. Employee Gate (Exterior PTZ)

The following cameras to be added to the new system

1. Two cameras added in the aquarium to provide full coverage for guests in that area

D. MDWFP Region One/Central Office

**506 HWY 43 South
Canton, MS 39406**

1. Provide one standalone camera/NVR recording solution at entry gate that will record all entry into the facility. The NVR would be housed in a locked climate controlled box and personnel would need to go to the gate to retrieve archived video to review to investigate any incidents.

E. MDWFP Headquarters

**1505 Eastover Dr.
Jackson, MS 39211**

1. Existing Analog Dedicated Micros Analog System to be replaced with new IP Video System.
2. Existing cameras to be replaced with new IP Video Cameras and existing cabling to be replaced unless winning bidder will honor full warranty with reusing existing cabling.

Below existing cameras to be replaced with new IP Cameras and System

DVR#1

1. Garage Gate Entry Camera
2. Dock Exit
3. Garage Exit
4. PTZ-Loading Dock
5. East Parking
6. PTZ-Rear of Building
7. Communications Door
8. West Parking
9. Garage
10. Garage Entrance

DVR #2

1. East Corridor

2. West Corridor
3. Lobby
4. License Entrance
5. License Counter
6. Executive Corridor
7. South Exit Corridor
8. Employee Entrance
9. Print Shop Hallway

The following cameras to be added to the new system:

1. Add interior camera to commission meeting room
2. Add interior camera at main entrance to identify all entrants
3. Add exterior camera outside main entrance to identify person using intercom
4. Add interior camera to 1st floor lobby
5. Add exterior camera to cover new entrance near loading dock
6. Add interior camera to hallway by garage entry

**EXHIBIT C
 READER LOCATIONS**

Building	Reader Number	Reader Location
MDWFP Headquarters	1	Employee Entrance
MDWFP Headquarters	2	Employee Entrance/Track
MDWFP Headquarters	3	Lobby Visitor Entrance
MDWFP Headquarters	4	Lobby Visitor Entrance/Track
MDWFP Headquarters	5	Radio Room
MDWFP Headquarters	6	Fire Door/ Property
MDWFP Headquarters	7	Telco Room
MDWFP Headquarters	8	Computer Room
MDWFP Headquarters	9	Parking Garage Door (in)
MDWFP Headquarters	10	Parking Garage Door (out)
MDWFP Headquarters	11	Law Vault
MDWFP Headquarters	12	Hunter Vault
MDWFP Headquarters	13	License Vault (in)
MDWFP Headquarters	14	Freight Dock Door (in)
MDWFP Headquarters	15	Freight Dock Door (out)
MDWFP Headquarters	16	Parking Gate
MDWFP Headquarters	17	Info Sys Lobby
MDWFP Headquarters	18	Corridor East

MDWFP Headquarters	19	Corridor West
MDWFP Headquarters	20	Corridor Ground
MDWFP Headquarters	21	Corridor Info Sys
MDWFP Headquarters	22	License Corridor
MDWFP Headquarters	24	Accounting Hall
MDWFP Headquarters	25	Accounting Lobby
MDWFP Headquarters	26	Storage / Maintenance
MDWFP Headquarters	28	Break Room (out)
MDWFP Headquarters	30	Personnel File Room
MDWFP Headquarters	31	South Upper Exit
MDWFP Headquarters	32	Break Room (in)
MDWFP Headquarters	44	Executive Suite
MDWFP Headquarters	49	law enforcement new
MDWFP Headquarters	50	Radio Room Emergency Release Button
LeFleur's Bluff State Park	34	Front Exit
LeFleur's Bluff State Park	39	Rear Employee Door
MDWFP Region One	51	Front Door
MDWFP Region One	52	Rear Door
MDWFP Region One	53	double doors
MDWFP Region One	54	Cluster: 003, Cont: 001, Brd: 2, Sect: 2

MDWFP Conference Room	55	Conference Room Door to Exec Area
MDWFP Conference Room	56	Exec. Conference Room
MDWFP Conference Room	57	Commission Conference Room
MDWFP Conference Room	89	Conference Room to Hallway
MDWFP Conference Room	90	Executive Emergency
Museum of Natural Science	58	Administration Hall
Museum of Natural Science	59	Theater
Museum of Natural Science	60	Theater Fire Door
Museum of Natural Science	61	Maintenance
Museum of Natural Science	62	Aquarium Rear Door (Out)
Museum of Natural Science	63	Aquarium Rear Door (in)
Museum of Natural Science	64	Communication Room
Museum of Natural Science	65	Airlock Hall
Museum of Natural Science	66	Woodshop Door
Museum of Natural Science	67	Patio Gate
Museum of Natural Science	68	Tererium Staff Door
Museum of Natural Science	69	Telco Hall Door
Museum of Natural Science	70	Employee Entrance (in) Museum
Museum of Natural Science	71	Employee Entrance (out) Museum
Museum of Natural Science	72	Gate Control

Museum of Natural Science	73	Front Door Track
Museum of Natural Science	74	Conference Room
Museum of Natural Science	75	Education Office
Museum of Natural Science	76	Classroom B
Museum of Natural Science	77	Classroom A
Museum of Natural Science	78	South Hallway Staircase (OUT)
Museum of Natural Science	79	South Hallway Staircase (IN)
Museum of Natural Science	80	South Employee Dock Door (OUT)
Museum of Natural Science	81	South Employee Dock Door (IN)
Museum of Natural Science	82	Downstairs Staff Door
Museum of Natural Science	86	Theatre Dbl Door Entrance
Museum of Natural Science	87	South Employee Entrance (out)
Museum of Natural Science	88	South Employee Entrance (in)
Museum of Natural Science	91	Janitor Closet
Museum of Natural Science	92	Education Outside Door
Museum of Natural Science	93	Catering Kitchen
Museum of Natural Science	94	Aquarium Staff Entrance

**EXHIBIT D
 DOOR HARDWARE SCHEDULE**

Note: Part Numbers given below are provided as a reference only. Equivalent electronic locks or strikes and hinges and door closers sufficient for system operation may be used.

Door Number	Door Name	Location	Lock	Hinge	Door Closer	Notes
1 & 2	Employee Entrance	MDWFP Headquarters	Reuse Maglocks		DC6210 - 690	Add RTE Motion and Move RTE Button
3 & 4	Lobby Entrance	MDWFP Headquarters	Reuse Maglocks		DC6210 - 690	Add RTE Motion and Move RTE Button
5	Radio Room	MDWFP Headquarters	ML20906 x ASF x 613 x LH x M92-M105	TA714 - 4 1/2 X 4 1/2 - QC12	DC6210 - 690	Add Door Closer
6	Fire Door / Property	MDWFP Headquarters	Reuse Maglock Push Button & XMS motion			Add Fire Alarm Pull Station to release door
7	Telco Room	MDWFP Headquarters	ML20906 x ASF x 613 x RH x M92-M105	TA714 - 4 1/2 X 4 1/2 - QC12		
8	Computer Room	MDWFP Headquarters	ML20906 x 613 x LH x M92-M105	TA714 - 4 1/2 X 4 1/2 - QC12		
9 & 10	Parking Garage	MDWFP Headquarters	Reuse Maglocks			Add RTE Motion
11	Law Vault	MDWFP Headquarters	ML20906 x ASF x 613 x LHR x M92-M105	TA714 - 4 1/2 X 4 1/2 - QC12		
12	Hunter Vault	MDWFP Headquarters	ML20906 x ASF x 613 x RHR x M92-M105	TA714 - 4 1/2 X 4 1/2 - QC12		
13	License Vault	MDWFP Headquarters	ML20906 x ASF x 613 x LH x M92-M105	TA714 - 4 1/2 X 4 1/2 - QC12	DC6210 - 690	
14 & 15	Freight Dock Door	MDWFP Headquarters	Reuse Maglock			Add RTE Motion

Door Number	Door Name	Location	Lock	Hinge	Door Closer	Notes
16	Parking Gate	MDWFP Headquarters	NA			
17	Info Sys Lobby	MDWFP Headquarters	ML20906 x ASF x 613 x LH x M92-M105	TA714 - 4 1/2 X 4 1/2 - QC12		
18	Corridor East	MDWFP Headquarters	ML20906 x ASF x 613 x RHR x M92-M105	TA714 - 4 1/2 X 4 1/2 - QC12		
19	Corridor West	MDWFP Headquarters	ML20906 x ASF x 613 x RHRx M92-M105	TA714 - 4 1/2 X 4 1/2 - QC12		
20	Corridor Ground	MDWFP Headquarters	ML20906 x ASF x 613 x RHRx M92-M105	TA714 - 4 1/2 X 4 1/2 - QC12		Add RTE Motion
21	Corridor Info Sys	MDWFP Headquarters	ML20906 x ASF x 613 x LHR x M92-M105	TA714 - 4 1/2 X 4 1/2 - QC12		
22	License Corridor	MDWFP Headquarters	ML20906 x ASF x 613 x LHR x M92-M105	TA714 - 4 1/2 X 4 1/2 - QC12		
24	Accounting Hall	MDWFP Headquarters	ML20906 x ASF x 613 x RHRx M92-M105	TA714 - 4 1/2 X 4 1/2 - QC12		
25	Accounting Lobby	MDWFP Headquarters	ML20906 x ASF x 613 x RHRx M92-M105	TA714 - 4 1/2 X 4 1/2 - QC12		
26	Storage / Maintenance	MDWFP Headquarters	ML20906 x ASF x 613 x RH x M92-M105	TA714 - 4 1/2 X 4 1/2 - QC12		
28 & 32	Break Room	MDWFP Headquarters	Reuse Maglock			
30	Personnel File Room	MDWFP Headquarters	ML20906 x ASF x 613 x LH x M92-M105	TA714 - 4 1/2 X 4 1/2 - QC12		

Door Number	Door Name	Location	Lock	Hinge	Door Closer	Notes
31	South Upper Exit	MDWFP Headquarters	Reuse Maglock			
44	Executive Suite	MDWFP Headquarters	ML20906 x ASF x 613 x RHRx M92-M105	TA714 - 4 1/2 X 4 1/2 - QC12		
49	Law Enforcement New	MDWFP Headquarters	ML20906 x ASF x 613 x LH x M92-M105	TA714 - 4 1/2 X 4 1/2 - QC12		
39	Rear Employee	Lefleur's Bluff State park	55-56- 8806-ET-32D	TA714 - 4 1/2 X 4 1/2 - QC12		Add Door Contact
55	Conference Room Door to Exec Area	MDWFP Headquarters	ML20906 xASFx 613 x LHR x M92-M105	TA714 - 4 1/2 X 4 1/2 - QC12		
56	Exec. Conference Room	MDWFP Headquarters	ML20906 x ASFx 613 x RHRx M92-M105	TA714 - 4 1/2 X 4 1/2 - QC12		
57	Commission Conference Room	MDWFP Headquarters	Reuse Maglock			
89	Conference Room Hallway	MDWFP Headquarters	Reuse Maglock			
60	Theater Fire Door	Museum of Natural Science	Reuse Maglock			Add RTE Motio and RTE Button
62	Aquarium Rear Door Out	Museum of Natural Science	Reuse Maglock			Add RTE Motio and RTE Button
65	Airlock Hall	Museum of Natural Science	Reuse Maglock			Add RTE Motion
68	Tererium Staff Door	Museum of Natural Science	Reuse Maglock		DC6210 - 690	Add RTE Motion and Door Closer
69	Telco Hall Door	Museum of Natural Science	Reuse Maglock			Add RTE Motion
71	Employee Entrance Exit Reader	Museum of Natural Science	Reuse Maglock			Add RTE Motio and RTE Button
86	Theater Double Door Entrance	Museum of Natural Science	Reuse Maglock			Add RTE Motio and RTE Button

Door Number	Door Name	Location	Lock	Hinge	Door Closer	Notes
New	Exhibit Studio Door #128	Museum of Natural Science	CL33906 x FZC x 613x M92- 12/24V	TA714 - 4 1/2 X 4 1/2 - QC12		
New	Print Shop 019A	MDWFP Headquarters	ML20906 x ASF x 613 x LH x M92-M105	TA714 - 4 1/2 X 4 1/2 - QC12		
New	Print Shop 022A	MDWFP Headquarters	ML20906 x ASFx 613 x RH x M92-M105	TA714 - 4 1/2 X 4 1/2 - QC12		
New	Balcony Reception Door	MDWFP Headquarters	Add Magnetic Lock to Exterior of Door			Add Exterior Multi-Class Reader
New	Elevator Control	MDWFP Headquarters				Add Multi-Class Reader for Elevator Access