



RFP No: 3869

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until May 10, 2016 @ 3:00 p.m. Central Time for the acquisition of the products/services described below for University of Southern Mississippi.

Specialized Audio Visual Equipment along with an Integrator

MANDATORY VENDOR CONFERENCE: APRIL 12, 2016

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:

Paula Conn
Technology Consultant
Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8046
Paula.Conn@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. 3869
due May 10, 2016 @ 3:00 p.m.,
ATTENTION: Paula Conn

A handwritten signature in blue ink, appearing to read "C. Orgeron", is written over a horizontal line.

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

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. **3869**.

- _____ 1) One clearly marked original response and five (5) identical copy/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 **five (5)** identical copy/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 five (5) 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, 601-432-8046, Paula.Conn@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 ten (10) 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. The instructions for acquiring the State of Mississippi Enterprise Security Policy can be found at the link below.

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

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=155> 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 \$7,500.00 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 **University of Southern Mississippi**, 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 fifteen (15) 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 **University of Southern Mississippi** 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 **University of Southern Mississippi**, 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 **University of Southern Mississippi**, 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=173> 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 3869.

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 on Tuesday, April 12, 2016, at 10:00 A.M. Central Time 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 will be rejected.

- 2.2.1 Attendees will initially meet in the USM Gene Henderson Physical Plant building located at 3105 West Fourth Street, Hattiesburg, Mississippi 39406.
- 2.2.2 Attendees will be required to sign the attendance roster.
- 2.2.3 You will be requested to leave a business card.
- 2.2.4 A brief overview of the RFP and how to respond will be given prior to the walk-through of the facility.
- 2.3 It is **mandatory** that the awarded Vendor provide training to USM staff. See item 8.1 for details of training.

3. General Overview and Background

- 3.1 The University of Southern Mississippi (USM) College of Nursing (CON) is constructing a new building, Asbury Hall, to house faculty and staff as well as classrooms and laboratories.
- 3.2 With the extreme complexity of the requirements of CON for audio visual technology in the classrooms, the architects and USM worked with an AV consultant to design the AV requirements and specifications for this project. Any manufacturer specific reference is a result of the current standard used campus-wide at USM. Neither the architectural firms nor the AV consultant will respond to this RFP.
- 3.3 Due to the high level of sophistication required for the technology deployment, in addition to the equipment, USM CON is looking for an integrator to ensure the system is fully functional.
- 3.4 Please be aware that this procurement, in its entirety, is a component of a construction project being managed by the Mississippi Department of Finance and Administration Bureau of Building, Grounds, and Real Property Management (BoB). Any estimated completion date provided herein is a good-faith estimate based on the current project schedule. Construction delays may occur due to unforeseen circumstance outside of **ITS'** and the awarded Vendor's control that prevent the Vendor from completing some or all of the obligations for this award by the projected date (e.g., delay in need for delivery of equipment).
 - 3.4.1 Vendor must be aware that barring a major catastrophic event, Vendor will be expected to have the system fully functional by October 10, 2016.
- 3.5 Vendor will invoice the Bureau of Building with GS# 108-261. The GS number must be used on all correspondence and invoices to BoB. The invoice must be sent to **ITS** for processing. Additional information regarding will be provided at time of award.

- 3.6 Vendor must be registered with Mississippi Secretary of State’s Office with its company in “Good Standing” status.

4. Procurement Project Schedule

Task	Date
First Advertisement Date for RFP	03/29/16
Second Advertisement Date for RFP	04/05/16
Mandatory Vendor Conference	10:00 a.m. Central Time on 04/12/16
Deadline for Vendor’s Written Questions	3:00 p.m. Central Time on 04/15/16
Deadline for Questions Answered and Posted to ITS Web Site	04/29/16
Open Proposals	05/10/16
Evaluation of Proposals	05/11—25/16
Contract Negotiation	05/26—06/15/16
Implementation	06/16—09/10/16
Project Go-Live Deadline	10/10/16

5. Statement of Understanding

- 5.1 Vendors may request additional information or clarifications to this RFP using the following procedure:
- 5.1.1 Vendors must clearly identify the specified paragraph(s) in the RFP that is in question.
 - 5.1.2 Vendor must deliver a written document to Paula Conn at **ITS** by Friday, April 15, 2016 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 Paula Conn to verify the receipt of their document. Documents received after the deadline will be rejected.
- 5.2 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 Friday, April 29, 2016.

6. Technical Requirements

- 6.1 Scope of Work
- 6.1.1 All proposed equipment must be new. Refurbished or like-new is unacceptable.

- 6.1.2 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. It shall be the responsibility of the Vendor to understand the intent of the designs and to respond with a fully operational AV system(s) meeting the design specifications, whether an item is listed or not.
 - 6.1.3 In addition to the specifications and requirements found in this document, RFP No. 3869, the RFP package includes two separate documents not directly attached to this RFP. Those documents are labeled as Attachment A (RFP 3869 Attachment A Equipment and Cost Summary.xlsx) and Attachment B (RFP 3869 Attachment B AV Systems Diagrams.pdf). Attachment B are the drawings/diagrams provided by the AV Consultant and are based on USM requirements.
 - 6.1.4 In responding to the RFP, any deviation from these performance specifications shall be remedied by the awarded Vendor at the awarded Vendor's expense. Remedied action may include, but not be limited to, design and replacement of all or part of the system.
 - 6.1.5 The Vendor shall work closely with USM's IT staff to ensure proper implementation of all networked devices, network controlled devices, and control panel layouts. The Vendor shall work closely with the University's IT staff to implement lecture capture and distance learning.
- 6.2 Industry Standards
- 6.2.1 All equipment and installation practices, where applicable standards have been established, shall be built and installed to the latest standards of the following institutions:
 - 6.2.1.1 NFPA 70, National Electric Codes (NEC)
 - 6.2.1.2 EIA Compliance: Comply with the following Electronic Standards
 - 6.2.1.2.1 Sound Systems, EIA-160
 - 6.2.1.2.2 Loudspeakers, Dynamic Magnetic Structures and Impedance, EIA-299-A
 - 6.2.1.2.3 Racks, Panels, and associated equipment, EIA-310-A
 - 6.2.1.2.4 Amplifiers for Sound Equipment, SE-101-A
 - 6.2.1.2.5 Speakers for Sound Equipment, SE-103
 - 6.2.1.3 TIA/EIA-568-B Telecommunications Cabling Standard
 - 6.2.1.4 TIA/EIA-607 Telecommunications Grounding

6.2.1.5 BICSI Telecommunications Distribution Methods Manual (Eleventh Edition)

6.2.1.6 Federal Communications Commission (FCC) Part 15

6.2.1.7 Audio Engineering Society (AES)

6.2.2 In addition to the above, all equipment and materials shall be UL listed unless otherwise noted herein or on the drawings.

6.2.3 Vendors will comply with all local codes as they apply to the work found within RFP 3869 and as shown on the drawings found as Attachment B.

6.3 Sound Reinforcement

6.3.1 The sound reinforcement system shall provide reinforcement of live and sourced audio signals and perform with seamless electro acoustic coverage of the entire seating space. The system shall support reinforcement of live microphones and playback of audio from video sources, compact discs, and other high quality audio sources.

6.3.2 The sound reinforcement system shall include infrastructure for connectivity field plates as shown on the plans (Attachment B).

6.3.3 The sound reinforcement systems shall include a configurable Digital Audio Signal Processing (DPS) system.

6.3.4 It is the sole responsibility of the awarded Vendor to provide or obtain specific high level programming of the DSP.

6.3.5 The configuration of the DSP shall include, but not be limited to, audio signal flow, user interface, user interface clients, control logic, IP connectivity, and analog control as required.

6.3.6 The awarded Vendor shall deliver flash media with copies of the final program configurations for all programmable and software-based systems at the expiration of the system warranty. Such source code shall be provided without security and without constraint for full access by the owner.

6.3.7 The awarded Vendor shall provide programming from qualified engineers to perform DSP programming, authorized by the manufacturer of the systems as shown in the drawings (Attachment B).

6.4 Projection

6.4.1 Projection systems are designed to support a wide variety of media sources, specified by the end-user. Additional support has been included by the AV Consultant for auxiliary and future undefined sources to the fullest extent possible or practical.

- 6.4.2 Projection systems are designed by the AV Consultant based on the latest products at the time of design and within guidelines provided by the end-user; however, parameters are subject to change. The Vendor shall coordinate the implementation of the projection system to ensure the latest technology, at no additional cost to the State or to USM.
 - 6.4.3 The Vendor shall coordinate all required source materials with the end-user to ensure compatibility with the source media and delivery devices.
 - 6.4.4 Projection signals shall be configured with digital transport systems and sources as shown on the drawings. The Vendor shall supply the latest technology in compliance with the intent of the design drawings, including but not limited to, transmission electronics, cabling, and/or optical transports, content licensing, resolution compatibility, etc.
 - 6.4.5 Projector shall be mounted as shown on the drawings; however, field coordination and final position, location, and mounting configuration of the projection system, related mounts, enclosures, supporting hardware, rigging, cabling, and power distribution shall be finalized by the awarded Vendor by field coordination and coordination with the end-user.
 - 6.4.6 Projected image shall be configured for the image surfaces as shown on the drawings.
 - 6.4.7 Projection screens, including fixed and motorized type, shall be coordinated by the awarded Vendor for proper position, control, image configuration, and to ensure maximum brightness and contrast.
 - 6.4.8 The awarded Vendor shall employ the services of a factory-authorized technician to configure the projectors on site during testing.
 - 6.4.9 The Vendor shall provide a lens configuration required to meet the field conditions, within a reasonable variation of what is shown on the drawings.
 - 6.4.10 All conditions that may impact the project geometry shall be coordinated by the awarded Vendor by verifying field conditions.
 - 6.4.11 See also item 7, Installation and Acceptance.
- 6.5 Video Displays and Signage
- 6.5.1 The visual display system shall provide high quality, high contrast color, imagery of static graphics, video from motion pictures, and video from computers and other video sources.
 - 6.5.2 A centralized high quality, high definition capable video projector shall be installed in the center of the space area shown on the drawings. This projector shall provide high quality, high definition images to the projection screens. The work includes comprehensive requirements for

integration of the projection screen for control, power, and proper configuration and management of the projection screen.

- 6.5.3 An extensive switching and distribution system shall be included as part of the visual display system. The primary switching system head end shall be located in the AV booth and shall include a high quality scaling matrix switcher. The matrix switcher shall source video from high resolution and standard resolution video sources at the AV booth. Source support shall include sources as show on the drawings.
 - 6.5.4 Comprehensive integration with the University's IP network is part of this work. The awarded Vendor shall coordinate this work closely with USM IT staff and provide any additional components, terminations, appliances, etc., to properly complete the work as shown on the drawings and as described within RFP No. 3869.
 - 6.5.5 Signage and other rich media content shall be displayed on a distributed video display system as shown on the drawings. The work includes displays, transport systems, mounting devices, harnessing, terminations, jack fields, and all other components required to transmit source material to display end points.
 - 6.5.6 Content creation, production, management, and implementation of Content Management Systems (CMS) are specifically excluded from the work; however, the awarded Vendor shall assist USM in the implementation of source inputs, LAN interface points, and coordination of signage control hardware/software as required.
 - 6.5.7 The awarded Vendor shall include final configuration of displays, including typical wall elevations for approval prior to final installation.
 - 6.5.8 The awarded Vendor shall integrate transport systems, RF delivery systems, and service entrances for a fully-integrated system.
 - 6.5.9 The awarded Vendor shall coordinate installation of third-party service entrances to ensure a compliant signal is landed at the application distribution frame (rack).
 - 6.5.10 RF content receivers, including CATV, SATV, IP appliances and other content-delivery hardware must be fully supported, installed, and mounted at the distribution frame. The awarded Vendor shall obtain delivery of all such hardware from the content vendor under the direction of USM staff.
- 6.6 Cabling
- 6.6.1 Wire, cable, and signal conductors shall be new and unused.
 - 6.6.2 All wiring shall be plenum rated except for wire installed in equipment racks, portable cables, and wire installed in conduit or raceway systems.

- 6.6.3 All plenum wire shall meet applicable local codes.
 - 6.6.4 Proposed solution must meet specific cable and wire products are shown on the attached drawings provided by the AV Consultant.
 - 6.6.5 Other equipment and/or component cables and conductors shall be constructed with stranded wire, shielded as required with the number of conductors and gauge required by the manufacturer for proper operation of the item supported.
 - 6.6.6 Wire and cable for any device, whether specifically listed, shown on the drawings or not, shall be supplied in accordance with the requirements of the device manufacturer and the National Electric Code.
 - 6.6.7 All cable shall be labelled with an industrial-type label, such as Thomas & Betts WES Series or equivalent. All labels shall include WSL self-laminating vinyl construction, shall be corrosion and weather resistant, 1 mil. Thickness, nominal, with contrasting lettering. Each physical cable or wire will be labelled at each end.
 - 6.6.8 See also item 7, Installation and Acceptance.
- 6.7 Field Panels and Plates
- 6.7.1 Panel or plate mounted connectors shall be mechanically and electrically isolated or insulated from the signal/shield terminal.
 - 6.7.2 Floor mounted connectors shall be installed in secure floor pockets or protected enclosures, unless clearly noted otherwise on the drawings. Interior plates shall be painted or anodized with a black finish. Connector labels shall be engraved with .125" engraved lettering with white paint fill.
 - 6.7.3 Custom panels and connectors shall be installed on .125" anodized brushed aluminum or CRS. Connector labels shall be engraved with .125" engraved lettering with white paint fill.
 - 6.7.4 In the Attachment B AV Diagram, panel elevation drawings are shown for layout and conceptual design. Vendor will provide connector complement as shown. The awarded Vendor shall submit details and samples of all customer finish plates prior to fabrication.
 - 6.7.5 Standard finish plates shall be constructed of brushed 302 stainless steel. Vendor labels shall be engraved with .125" engraved lettering with white paint fill. Logical, sequential and consecutive numbering shall be provided as shown on the drawings or as implied by the logical layout of the panel locations. The awarded Vendor will submit detail prior to installation.
 - 6.7.6 All panels and plates shall be supplied as shown on the attached drawings or as specified in RFP No. 3869.

6.8 Mounting

- 6.8.1 Loudspeaker rigging, suspension and mounting shall be performed with ATM fly-ware or similar assemblies.
- 6.8.2 Omnimount brackets are acceptable where applicable with prior approval of USM.
- 6.8.3 For mounting, the attached AV drawings are for information and reference only. The awarded Vendor will supply Shop Drawings of mounting details stamped by a registered structural engineer prior to installation, if applicable.
- 6.8.4 Vendor must submit details for all equipment mounting assemblies.

6.9 Supplemental Components

- 6.9.1 The attached AV drawings may not reflect minor sub-assemblies, components, and other active and passive devices required to provide the systems as documented. These components are considered part of standard electronics and integration AV systems and shall be provided where required by "best practice" standards.
- 6.9.2 Vendor will provide the audio balancing transformer, typically used to couple consumer audio interface to balanced line circuits, equivalent to Jensen ISO-MAX=PC-2XR or equal.
- 6.9.3 Vendor will provide the audio isolation transformer, typically used to isolate balanced audio circuits, equipment to Jensen ISO-MAX DMC-2 series or equivalent.
- 6.9.4 DC Power Supply is typically required for relay control circuits, secondary power supplies, etc. Vendor will provide as required for the load, equal to B&K, Condor, or equivalent.

6.10 Jack Fields & Patch Bays

- 6.10.1 The Vendor will configure all jack fields, patch bays, terminal panels, and cross-connects as shown on the drawings.
- 6.10.2 The Vendor must provide products that meet the requirements of the drawings, the connected equipment, conductors, connectors, and terminations.
- 6.10.3 The Vendor may select products based on AES or NAB industry standards, subject to approval by the State and USM, with the following minimum requirements:

- 6.10.3.1 Audio Patch Bay, Low Level

- 6.10.3.1.1 Copper-nickel-silver alloy leaf springs with gold-plated cross bar switching contacts and nickel-plated sleeve bushings
 - 6.10.3.1.2 Configured as shown on the attached AV drawings
 - 6.10.3.1.3 ¼" TRS jacks
 - 6.10.3.1.4 Wired with low-capacitance, AES/EBU-rated shielded, twisted pair cable
 - 6.10.3.1.5 Large front pane designation strips over/under
 - 6.10.3.1.6 Solid 3/16" powder coat aluminum construction
 - 6.10.3.1.7 Precision-stamped reinforced steel jack frame
 - 6.10.3.1.8 Pre-wired by manufacturer from ¼-inch TRS jacks to E3 connectors or punch blocks as required
 - 6.10.3.1.9 Provide normalling as required by the attached AV drawings
 - 6.10.3.1.10 Provide jack quantity as required by the attached AV drawings
 - 6.10.3.1.11 1U EIA package
 - 6.10.3.1.12 Isolated or external grounds
 - 6.10.3.1.13 12" frame depth: 12-inch
 - 6.10.3.1.14 30,000 insertion cycles minimum
 - 6.10.3.1.15 Provide 12-24" and 12-36" patch cables for each frame in various colors; acceptable to above by Bittree, ADC, ProCo, Whirlwind, or equivalent
- 6.10.3.2 Data Patch Panel
- 6.10.3.2.1 EIA 19" rack mount
 - 6.10.3.2.2 Front panel patching configuration
 - 6.10.3.2.3 Termination: 110-type punch

- 6.10.3.2.4 Panel configuration and jack count as shown on the attached AV drawings
 - 6.10.3.2.5 50 μ gold-plated contacts
 - 6.10.3.2.6 Black electrostatic powder-coated steel
 - 6.10.3.2.7 Accommodates top, bottom, or side cable entry
 - 6.10.3.2.8 Label space with clear holder
 - 6.10.3.2.9 Supports TIA/EIA-T568-B/A wiring configuration
 - 6.10.3.2.10 Exceeds TIA/EIA-T568-B.2 CAT6 connecting hardware specifications
 - 6.10.3.2.11 Certification: UL
 - 6.10.3.2.12 Provide 12-24" and molded style data patch cables (no custom cables accepted) in various colors; acceptable, submit to above by ADC, Bittree, Leviton, or equivalent
- 6.10.3.3 Audio Patch Panel, High Level (loudspeaker)
- 6.10.3.3.1 Provide custom panel as shown on the attached AV drawings
 - 6.10.3.3.2 Label each connector as shown on the attached AV drawings
 - 6.10.3.3.3 Neutrik NL Series Speak-On connectors as shown on the attached AV drawings
 - 6.10.3.3.4 Panel size and type as shown on the attached AV drawings
 - 6.10.3.3.5 Provide four custom patch cables, 32" length, as shown on the drawings for each amplified circuit
 - 6.10.3.3.6 Label patch cables "Patch Only"
- 6.10.3.4 See also item 7, Installation and Acceptance.
- 6.10.4 Frames and Enclosures
- 6.10.4.1 Rack requirements are shown on the attached AV drawings

- 6.10.4.2 Provide rack space for all equipment shown on the attached AV drawings; submit rack elevations for approval prior to construction
- 6.10.4.3 Equipment racks and enclosures shall be installed at the locations shown on the attached AV drawings or as coordinated with jobsite conditions; coordinate the final locations with USM as required.
- 6.10.4.4 Install all racks as shown on the attached AV drawings when practical; awarded Vendor shall submit detailed drawings for actual rack configuration when such configuration is substantially different from the provided AV drawings.
- 6.10.4.5 Provide and install rack accessories for each rack, regardless if shown on the attached AV drawings:
 - 6.10.4.5.1 Blank panels, anodized type, black heavy gauge
 - 6.10.4.5.2 Vent panels as shown or recommended by the rack manufacturer
 - 6.10.4.5.3 Audio monitor pane, 1 per rack, 2 speaker level inputs
 - 6.10.4.5.4 Exhaust fan, top mounted, 4x4 configuration, 4" type, 50 CFM, or as recommended by the rack manufacturer
 - 6.10.4.5.5 Shelf kits for OFE, consumer and other non-EIA equipment; Anodized, heavy gauge; provide secure mounting for all equipment
 - 6.10.4.5.6 Storage drawers, non-locking type; provide one for each 3U or 4U unused, open space for all racks
 - 6.10.4.5.7 Vertical cable management; provide perforated steel lace bar mounts vertically to equipment; provide full length units, one for each side of rack
 - 6.10.4.5.8 Horizontal cable management assembly; provide ¼" diameter flattened rod construction type with 4" offset, black powder coat finish; provide 1 for every 3 rack spaces
 - 6.10.4.5.9 Termination blocks; provide punch or DIN rail assemblies, equivalent to ADC, Alltech, Beau or Kukla, for each cable type as required; submit details for all rack terminations

- 6.11 The University operates a Crestron Fusion system with Room View software for all existing classrooms and teaching spaces. The AV Integrator shall ensure that the new system will be implemented to fully extend the existing system. The AV integrator shall:
- 6.11.1 Investigate the existing system, including, but not limited to, hardware components, equipment locations, server locations, network connectivity, software, server access and cabling.
 - 6.11.2 Coordinate the configuration of networks with the campus IT staff and end-user as required.
 - 6.11.3 Provide the labor to add the installed equipment to the existing Crestron Fusion Room View.

7. Installation and Acceptance

- 7.1 Vendor will furnish and install components, equipment, devices, accessories, wire, cabinetry, materials, parts, incidental items, and other items necessary for a full, complete working system, whether specified within RFP No. 3869 or on the attached AV drawings or not.
- 7.2 Installation of all items, whether specified or not, shall be installed in accordance with the manufacturer's recommendations.
- 7.3 Vendor will install all items in accordance with the attached AV system drawings unless otherwise directed by the State or USM.
- 7.4 Installation shall be performed in accordance within accepted practices of the broadcast, communications, and electronics industries. Wiring and termination work shall meet or exceed such standards in all phases of the work.
- 7.5 Equipment shall be held firmly in place with proper mounting hardware, suspension, or rigging materials. Equipment attached to any building structure, sub-structure, or other load-bearing member shall be self-supporting. All mounting or rigging hardware shall be installed with a safety factor of at least three times the required load.
- 7.6 Equipment shall be installed to provide reasonable and normal safety to the operator or end-user.
- 7.7 Adequate ventilation shall be provided for any heat-producing component, group of components or integrated equipment enclosure.
- 7.8 Vendor shall furnish all systems to accommodate future additions, expansion, and service using modular, solid-state components when possible.
- 7.9 All equipment shall be designed and rated for continuous operations and shall bear the mark of any applicable agency for jurisdiction of such including, but not limited to UL, CUL, and CE.

- 7.10 The installation requirements specified in RFP No. 3869 including any and all attachments, shall govern the design, fabrication, and installation of the system. In the case of a discrepancy between these overall system standards and the individual equipment item specifications, or manufacturer's recommendations, the most stringent shall apply.
- 7.11 The Vendor will maintain logical installation schedule to maximize efficiency with other jobsite conditions and trades.
- 7.12 The Vendor will store all materials as required to insure quality and condition for integration into the work.
- 7.13 Vendor will coordinate installation of different components, owner-furnished items and other items as necessary to ensure maximum service and maintenance access.
- 7.14 Equipment Rooms
 - 7.14.1 The preferred room layout and space configuration is shown on the attached AV drawings. Vendor will submit shop drawings of proposed layout for each equipment room, MDF or IDF. Vendor provided drawings shall include, but shall not be limited to the proposed position of equipment racks, user control positions, consoles, monitoring locations, computer locations and access to the lighting control and fire suppression systems.
 - 7.14.2 Vendor will maintain access to all equipment racks as noted herein and as shown on the drawings. In the event that circumstances prevent such orientation, the racks shall be mounted on bases with 3" casters to allow access to both front and rear rack panels or to allow full swing of rack doors. If casters are required, contractor shall secure all cable harnessing to avoid reconfiguration of cable entry points, conduits or power distribution systems. Submit shop drawings where applicable.
 - 7.14.3 Vendor will maintain access to exits and entry points to room.
 - 7.14.4 Vendor will coordinate final layout with related disciplines including, but not limited to, electrical, mechanical, structural and finish trades.
 - 7.14.5 Secure all hanging and/or free-standing equipment to building structure to resist seismic acceleration of 1G in any direction.
 - 7.14.6 Required equipment support and mounting conventions may not specifically be shown on the attached AV drawings. Vendor shall design all required support and mounting systems as required by the specification and local codes. Vendor shall submit detailed shop drawings with proposed design that reflect actual field conditions and details support, mounting and restraint requirements.
 - 7.14.7 Vendor must comply with all local codes as they apply to the work.

7.14.8 Vendor must comply with the U.B.C.

7.14.9 Awarded Vendor must submit calculations, drawings and details for all support, mounting and restraint systems with the stamp of a licensed Structural Engineer when required by local codes or the University.

7.15 Cabling

7.15.1 Vendor shall maintain a thorough, carefully planned log of all circuit runs. At a minimum, such logs shall document cable route, source location and destination terminations.

7.15.2 As-built drawings and wiring logs shall be furnished with clear, concise cabling documentation. All wire numbers and logical numbering schemes shall be consistent between cable logs, drawings and software circuits.

7.15.3 Vendor will install cable without damage to the insulation, conductors, deformation or compromise to the cable.

7.15.4 Cabling within racks shall closely follow the conventions shown on the attached AV drawings.

7.15.5 Vendor will submit detailed shop drawings if actual rack configurations vary from the attached AV drawings.

7.15.6 Isolate all signal cabling from 120VAC, 220VAC and 240VAC circuits at all times.

7.15.7 Do not use multi-channel "snake" type cable unless specifically noted herein or on the attached AV drawings. When such cabling is approved, take care when dressing off cable. Avoid bend radius of more than 45 degrees at any point. Use metal spiral type strain relief at all corners. Use cable clamps with non-conducting soft couplers at entry points to all racks, boxes or other enclosures or sub enclosures.

7.15.8 All field circuits shall be terminated to terminal blocks or punch blocks as noted herein or as shown on the drawings, except for circuits specifically noted to land directly to equipment within racks, or other equipment mounted externally.

7.15.9 Patch bay terminals, specifically those with E Series (E3, E90, etc.) connectors may serve as terminal locations if applicable, unless specifically noted otherwise herein, or on the provided AV drawings.

7.15.10 Install all cable in raceway system as shown on the provided AV drawings.

7.15.11 Signal Isolation

7.15.11.1 Maintain 3" minimum distance between low voltage circuit cabling.

7.15.11.2 Maintain 3' minimum distance between any low voltage circuits running parallel to any circuit exceeding 120VAC.

7.15.11.3 Maintain 6' minimum distance between any low voltage circuits running parallel to any circuit exceeding 240VAC.

7.15.11.4 Low voltage circuits shall not pass any adjacent high level circuit exceeding 120VAC at less than 90 degrees (perpendicular).

7.15.12 Cable Labels

7.15.12.1 All terminating circuits shall be labeled on both ends with a logical, consecutive, sequential numbering scheme. Document all wire labels on Vendor provided as-built drawings and within any/all software based audio processing systems where such circuits are terminated.

7.15.12.2 Use only specified labels.

7.15.12.3 Labels shall be installed no less than 4" from the connector, terminal block or punch point, and no more than 8" from connector, terminal or punch point.

7.15.13 Cable Management

7.15.13.1 Cables shall be bundled or grouped by circuit type.

7.15.13.2 All circuit types shall be routed from source to destination in a clear, logical and consistent manner throughout the project.

7.15.13.3 Vendor must protect all wire, cable, harnesses and conductors from edges of pull boxes, J- boxes, conduits, ducts, equipment enclosures or other boundaries using industry- standard edge-insulating devices, such as "cat track" or rubber grommets.

7.15.14 Raceway

7.15.14.1 Vendor shall:

7.15.14.1.1 Install all cable as required by the single line drawings, regardless of conduit access.

7.15.14.1.2 Field-verify raceway systems.

7.15.14.2 Vendor shall be responsible for getting cabling from open LAT areas to MDF or IDF as required.

7.15.15 Terminations

- 7.15.15.1 Awarded Vendor not splice system cabling unless specifically directed by AV Consultant, USM staff, or the attached AV system drawings.
- 7.15.15.2 All cable shall be pulled directly from the source connector to the equipment enclosure without any junctions. Vendor will pull all cable through J-boxes and pull-boxes with adequate service loops in accordance with industry-standard practices.
- 7.15.15.3 All terminations shall be performed using terminal blocks and/or punch blocks as indicated on the drawings and specified herein.
- 7.15.15.4 Circuits terminating to terminal blocks shall be terminated using appropriate spade lugs. All spade lug terminations shall be crimped and soldered.
- 7.15.15.5 In lieu of manufacturer's recommendation, Vendor will tin all bare wire connections prior to termination.
- 7.15.15.6 Un-terminated signal shields or drain conductors shall be individually insulated with clear heat-shrink insulation tubing and attached to the cable with an additional section of heat-shrink tubing.
- 7.15.15.7 Vendor will maintain 8" of service loop at all connectors.

7.15.16 Grounding

- 7.15.16.1 Maintain ground integrity throughout system. Awarded Vendor must follow the grounding and signal termination schematics shown on the attached AV drawings. Any deviation to these drawings shall require prior approval from the Consultant and/or USM staff. Such approval shall be in response to a written request from the awarded Vendor with specific details documenting the proposed request.
- 7.15.16.2 The system shall be free from hum, noise, oscillation and other artifacts throughout the facility and at all system racks. This performance requirement shall be maintained even if the earth ground is temporarily disconnected.
- 7.15.16.3 Earth ground shall be terminated at a single point in accordance with National Electric Code 1996 paragraphs 250-74 Exception No. 4, 250-75 Exception and 384-20 Exception.
- 7.15.16.4 All wire ways, trays and cable ladder assemblies shall be grounded to the raceway and conduit system.

7.15.16.5 The equipment racks and system enclosures shall be electrically and mechanically isolated from all grounded systems, including, but not limited to the following:

7.15.16.5.1 Building ground

7.15.16.5.2 Raceway and conduit system

7.15.16.5.3 J-Boxes, pull boxes or outlet boxes

7.15.16.5.4 Building structural steel

7.15.16.5.5 Other electrical system grounds

7.15.16.6 Equipment enclosures shall be electrically connected at a single point to the isolated grounding system as shown on the A/V drawings.

7.15.16.7 Vendor must avoid ground loops at all points in the system.

7.15.17 Jack Fields and Patch Bays

7.15.17.1 Awarded Vendor must label all patch bays with clear, neat and logical labels. Labels shall be consistent with field panel connector designators or as shown on the attached AV drawings.

7.15.17.2 Awarded Vendor shall use sequential numbering unless otherwise indicated.

7.15.17.3 Awarded Vendor shall assemble patch bays with tools, hardware and cable harnessing in accordance with manufacturer's recommendation.

7.15.17.4 Patch bay cable harnessing shall be installed cleanly, with neat bundles and clear labeling as specified herein. Patch bay terminations shall allow for troubleshooting and signal tracing from points to punch downs or terminal blocks without disassembling the harness or support hardware.

7.15.17.5 Awarded Vendor shall use rear rack rails to support cable harness hardware when necessary.

7.15.17.6 All patch bays shall be black anodized, steel or aluminum unless specifically noted otherwise.

7.15.18 Projectors

7.15.18.1 Awarded Vendor must install projectors per manufacturer's recommendation.

7.15.18.2 Projectors shall be configured, programmed, converged, adjusted and color-balanced for proper operation within the space.

7.15.18.3 The awarded Vendor must coordinate with USM for proper configuration of source equipment. Configure scan rates to provide optimum performance with owner's equipment. Awarded Vendor must perform such configuration for each projector input.

7.15.18.4 Baseline configuration shall meet the projector's optimum native performance and the primary content source required by USM.

7.15.19 Digital Signal Processing

7.15.19.1 The system specified herein requires the use of software products for audio signal flow configuration, control interface and remote client design. Vendor shall provide as specified in the Attachments.

7.15.19.2 The Vendor must engage the services of a factory-authorized Applications Engineer or Technical Specialist to assist in the programming, configuration and implementation of DSP based signal processing systems.

7.15.19.3 Signal flow configuration shall be performed by the DSP audio processing system manufacturer. Vendor shall procure such services directly from the manufacturer.

7.15.19.4 Primary user interface GUI shall be designed and implemented by the DSP audio processing system manufacturer. Vendor shall procure such services directly from the manufacturer.

7.15.19.5 Remote interface client design shall be performed by the DSP audio processing system manufacturer. Vendor shall procure such services directly from the manufacturer.

7.15.19.6 The awarded Vendor must provide copies of all software files to the USM IT staff upon final completion.

7.15.20 Transport and Switching Systems

7.15.20.1 The Vendor shall ensure that all transport systems, format conversion devices, cable adapters and other methods to deliver rich media content, regardless of the method, shall pass any required license or copyright encoding.

7.15.20.2 Vendor will ensure that all transport end-points are configured with the latest firmware and are fully compliant with the connected source and delivery equipment.

7.15.20.3 If the AV drawings include transport systems, related end-points, connected source and delivery devices that are not compatible with current standards, the Vendor shall notify the USM IT staff and modify the system design accordingly.

7.15.20.4 Compliance issues include, but are not limited to, passing of copy protection data to support the system as documented, resolution parity between switched sources, distribution head end, transport systems and displays, control and monitoring, operational integrity and perpetuity of the video signal flow.

7.16 Acceptance

7.16.1 USM shall accept or reject the AV systems provided by Vendor after a thirty (30) calendar day testing period utilizing testing criteria developed by USM. During the acceptance period, USM shall have the opportunity to evaluate and test the systems to confirm that the systems perform without any defects and perform pursuant to the specifications set forth in RFP No. 3869. USM shall notify the Vendor in writing of its acceptance of the Products.

7.16.2 In the event the systems fail to perform as stated above, USM shall notify the awarded Vendor. Vendor shall, within five (5) working days and at Vendor's sole expense, correct the defects identified by USM or replace the defective system. USM reserves the right to return the defective system, including individual components, to Vendor at the Vendor's expense and to cancel this award after a commercially reasonable period allowed to remedy the defect(s).

7.16.3 The Vendor shall furnish all test equipment and the services of the project engineer and the project manager to assist USM staff in the acceptance testing.

7.16.4 The Vendor will make any adjustments to any part of the system, including additional alignment or transducers as required during the acceptance testing.

8. Training

8.1 It is **mandatory** that the awarded Vendor provide a total of thirty-six hours of on-the-job training sessions on the AV systems for USM designated personnel.

8.2 Training will consist of twelve 3-hour sessions, instructing USM designed personnel on the operation and maintenance of the system.

- 8.2.1 Training will include instruction in the proper use of all equipment including the proper techniques of microphone use.
- 8.3 This training will occur after the systems are operational and at times established by USM.
- 8.4 The cost of training, if any, will be included as a line item in *Section VIII, Cost Information Submission*.
- 8.5 Should Vendor fail to include the cost for training, Vendor will be required to provide said training at no cost to the State or the University.

9. Warranty/Maintenance

- 9.1 The Vendor shall warranty the systems and/or all equipment against defects in material and workmanship for a period of one (1) year from date of acceptance at no additional cost to the University or State.
 - 9.1.1 The State and USM acknowledge that warranty for Cisco products (Smartnet) will be at a cost.
- 9.2 The Vendor shall provide adjustments to programming and general adjustments to all audio, video, and control system components to maximize the system performance for a period of one (1) year from date of acceptance at no cost to the State or USM. This includes, but is not limited to, digital signal processors, digital video scalars, video projectors, wireless microphone system, touch panels, and control systems.
- 9.3 The Vendor shall make at least two (2) scheduled visits to Asbury Hall to perform preventative maintenance as well as any other maintenance services and to determine that all equipment is functioning properly. The first visit for preventative maintenance shall occur six (6) months after the beginning of the warranty period and the second preventative maintenance visit shall occur just prior to the end of the warranty period.
- 9.4 Maintenance services shall consist of, but not be limited to, operational tests and checks of all equipment provided.
- 9.5 Vendor will respond by telephone within one (1) hour to requests for warranty repair service Monday through Friday, 8:00 A.M. to 5:00 P.M. (Central Time), and will come on-site with the necessary parts 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.
- 9.6 Vendor 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 after two (2) days the item has not been repaired, a compatible loaner will be provided by the Vendor at no expense to USM or the State.

- 9.7 All equipment during the warranty/maintenance coverage must be new. Refurbished or like-new is unacceptable.
- 9.8 Maintenance does not cover damage to equipment caused by USM's abuse or neglect; damage caused by an act of God (flood, earthquake, lightning, etc.) or loss due to theft; neglect, misuse, alterations, or deviation from intended machine use; maintenance or repair of the machine performed by persons other than the awarded Vendor (excluding the repair employees of the manufacturer), or maintenance or removal of alterations or attachments.

10. Vendor Qualifications

- 10.1 Vendor must have been involved in the execution of professional AV systems of this type for a period of ten (10) years or more, and shall have completed at least five (5) systems installations of this type.
- 10.2 Vendor must be an authorized dealer for all major pieces of equipment proposed or be securing all major components from an authorized dealer or distributor. Vendor must provide documentation within the response of dealer status or that all major components proposed are being secured from an authorized dealer. Failure to provide such documentation may be grounds for disqualification.
- 10.3 The Vendor shall maintain a minimum certification for all staff members with an acceptable industry certification program. Vendor must provide with the response documentation underwriting this certification. Failure to provide proper qualifications shall be grounds for disqualification or, if after award, dismissal.
- 10.4 The integrator shall be an employee of the awarded Vendor or an approved subcontractor. For subcontractors, ITS and USM reserve the right to accept or reject the proposed integrator. The qualified project engineer responsible for all engineering and integration work will meet at least four of the following requirements:
 - 10.4.1 University graduate engineer in electrical or electronic engineering.
 - 10.4.2 Minimum 5 years of experience in design, implementation, troubleshooting, and management of large scale, integrated electronic systems at the component and device level.
 - 10.4.3 Possesses a current CTS-D or CTS-I certification in good standing as issued by the International Communications Industries Association (InfoComm).
 - 10.4.4 Has direct experience in the implementation of at least five systems of similar scope within the last five years (documentation must be included with the response to RFP 3869).
 - 10.4.5 Certified, factory-trained and possessing required hardware and/or software tools in applicable technology for products documented in the system drawings.

- 10.5 The Vendor must maintain a fully equipped and staffed organization capable of performing the installation and maintenance for systems of this type. Failure to document adequate staff throughout the installation and warranty shall be cause for termination or dismissal.
- 10.6 In this item, 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.

11. Additional Requirements

- 11.1 **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.
- 11.2 Using the Cost Summary form, Vendors must provide unit cost for all items requested and proposed in response to this RFP. Unit cost will allow USM and **ITS** to adjust the configuration accordingly, if required by the final design.
 - 11.2.1 Vendors must acknowledge that the State reserves the right to increase or decrease quantities based on unit cost provided in Vendors' proposals. This includes deleting equipment in its entirety for a specific area.
- 11.3 Vendors must provide the requested brand of equipment where possible as this equipment interfaces with standards established throughout the campus of USM. Vendors are allowed in certain cases to provide "equivalent".
 - 11.3.1 Vendor must provide documentation to substantiate "equivalent". It is not necessary to provide documentation (cut-sheets) for the requested equipment.
 - 11.3.2 Acceptance of "equivalent" is at the sole discretion of the State.
 - 11.3.3 In those situations where the manufacturer is not named, Vendors must provide documentation for the proposed equipment.
- 11.4 If a specific piece of equipment has been discontinued or replaced by a newer model, the Vendor shall submit the proposed replacement model number and type, noting the model number and type it is replacing.
 - 11.4.1 If the substitution is required after the award, the replacement model number must be at the same or lower cost than the model being replaced.
 - 11.4.2 The acceptance of any and all replacements or substitutions is at the sole discretion of the State.
- 11.5 AV system Manuals

- 11.5.1 Notebooks as described below shall be assembled by the Vendor for all AV systems furnished under this contract. The Vendor shall forward the notebooks and field drawings, with all wire numbers, to USM for review.
 - 11.5.2 The following information shall be placed in the notebooks: table of contents, section tabs with labels, final as built wiring diagrams of all systems, system operating instructions and manufacturer's manuals.
 - 11.5.3 Oversized drawings will be folded to 8 ½ x 11 in. and inserted individually in properly punched Mylar sheet protectors.
 - 11.5.4 If delivered electronically, all sheets shall be included in one pdf with the index tabs.
 - 11.5.5 Vendor shall provide the source code for the control system in this package.
- 11.6 As a requirement of this project, the awarded Vendor will provide Shop Drawings.
- 11.6.1 General
 - 11.6.1.1 Shop Drawings shall be clear and legible.
 - 11.6.1.2 Shop Drawings shall be prepared for plotting on 30" x 42" sheets.
 - 11.6.1.3 Character height shall be 1/8-inch high when plotted at full scale.
 - 11.6.1.4 Title character height shall be ¼-inch when plotted at fill scale.
 - 11.6.1.5 Vendor must include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
 - 11.6.1.6 Shop Drawings shall be 1/4-inch, 3/4-inch, 1-inch, 1-1/2-inch, 3-inch and 1-inch = 1- inch scale.
 - 11.6.1.7 Vendor must not rely on the AV Consultant's CAD drawings as a basis for this requirement.
 - 11.6.1.8 The AV Consultant's drawings constitute proprietary copyrighted intellectual property and such, all or some of the original electronic drawing files may not be available. Vendor is free, however, to use plotted versions, either paper plots or portable documents (PDF) of the AV Consultant's drawings as a reference in preparing shop drawings.

11.6.1.9 Contractor shall not “cut and paste” Consultants drawings in any part as part of any submittal, shop drawing or as-built drawing.

11.6.1.10 All signal flow, cabling and termination drawings shall be in Single Line format as specified herein.

11.6.2 Single Line Diagrams

11.6.2.1 Single Line Diagrams shall be separated by systems or by signal transport (audio, video, control, LAN, etc.).

11.6.2.2 Drawings shall indicate final terminations and interconnection of all devices in the signal path for each system.

11.6.2.3 Drawings shall indicate the following designators for each device:

11.6.2.3.1 Equipment manufacturer name.

11.6.2.3.2 Equipment manufacturer model number.

11.6.2.3.3 Applicable specialized part number option.

11.6.2.3.4 Input and output connection labels, used or unused.

11.6.2.3.5 Physical location by rack or room number.

11.6.2.4 Vendor must use only clear English designators; drawing codes shall not be permitted.

11.6.2.5 Drawings shall be consistent with the submitted bill of materials and use clear, constant designators throughout.

11.6.2.6 Drawings must include the following information for each wire and cable:

11.6.2.6.1 Equipment manufacturer name.

11.6.2.6.2 Equipment manufactures model number.

11.6.2.6.3 Cable designation number.

11.6.2.6.4 Termination locations.

11.6.2.6.5 Source and destination (i.e.: field device to rack, etc.)

11.6.2.7 Include the following information for each field device:

- 11.6.2.7.1 Terminal cabinet or backbox number.
- 11.6.2.7.2 Intermediate pull box number.
- 11.6.2.7.3 Intermediate pull box size and location.
- 11.6.2.7.4 Field panel designator.
- 11.6.2.7.5 Field panel connector numbers.
- 11.6.2.7.6 Physical location.

11.6.3 Plans must:

- 11.6.3.1 Indicate the physical location of all devices.
- 11.6.3.2 Show devices in scale with plan, hiding non-applicable layers and annotations.
- 11.6.3.3 Use clear notes and annotations to indicate mounting, termination, etc.

11.6.4 Risers (if used) must:

- 11.6.4.1 Indicate conduit location, termination, size, type and quantity.
- 11.6.4.2 Indicate multi-barrier raceway location, termination, size, type and quantity.
- 11.6.4.3 Indicate intermediate pull box location, size, type, quantity and number.
- 11.6.4.4 Indicate terminal back box location, size, type, quantity and number.
- 11.6.4.5 Indicate equipment enclosure (frame) location, size, type, quantity and number.

11.6.5 Cable Schedules must include:

- 11.6.5.1 Manufacturer name.
- 11.6.5.2 Manufacturer's model number.
- 11.6.5.3 Designation number.
- 11.6.5.4 Cable type.
- 11.6.5.5 Cable color.

11.6.5.6 Terminal number and device location, coordinated with the Single Line Diagram.

11.6.6 Elevations

11.6.6.1 Elevations must include all jack fields, patch bays and custom terminal panels. Include type, designator, configuration, connector types, location and quantity.

11.6.6.2 All patch bay designators shall match a corresponding designator on the single line drawings.

11.6.6.3 Vendor must provide elevations for all field panels and related devices.

11.6.6.4 Vendor must provide elevations for all frames.

11.6.6.5 Vendors must indicate equipment and components by location, manufacturer/model, drawing designator, frame/rack number and location.

11.6.6.6 Equipment elevations shall not be used for termination or wiring details. Do not show connections as part of rear-panel rack elevations.

11.6.6.7 Provide wall elevation for typical display locations. Indicate display, mounting system and related electrical and raceway devices.

11.6.7 Vendor Fabricated Equipment Drawings: For each Vendor-fabricated item, indicate all components and devices, including:

11.6.7.1 Function

11.6.7.2 Designator

11.6.7.3 Dimensions

11.6.7.4 Connector type by manufacturer's model, if applicable

11.6.7.5 Component values

11.6.7.6 Locations

11.6.7.7 Panel elevation

11.6.8 Structural drawings, for all equipment/devices attached to the building structure, indicate:

11.6.8.1 Loads and safety factor.

- 11.6.8.2 Location of attachment to building structure.
 - 11.6.8.3 Dimensions.
 - 11.6.8.4 Method of connection to building structure.
 - 11.6.8.5 Details of hardware.
 - 11.6.8.6 Manufacturer's name.
 - 11.6.8.7 Manufacturer's model number.
 - 11.6.8.8 Design calculations.
 - 11.6.8.9 Indicate if a Structural Engineer was consulted and the name and contact information, if applicable.
- 11.7 The awarded Vendor must acknowledge that this procurement is part of a construction project for the University. As such, the Vendor will be required to coordinate any and all work with USM and, as applicable, the General Contractor for the construction project. Other contractors, tradesmen, and supporting disciplines will be present on the job site.
- 11.7.1 Vendor will notify the General Contractor or his designee as well as USM staff upon arrival and departure from the job site.
 - 11.7.2 If in doubt as to the condition of the work area, Vendor will be responsible for notifying the USM project manager prior to beginning work. Should the Vendor cause damage to completed work, Vendor will be required to return the damaged area to it prior condition at the Vendor's own expense.

12. Scoring Methodology

- 12.1 An Evaluation Team composed of USM 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.
 - 12.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.
 - 12.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.
 - 12.1.3 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.
 - 12.1.4 For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

Category	Possible Points
Non-Cost Categories:	
Technical Requirements	20
Installation and Acceptance	10
Training	5
Warranty/Maintenance	10
Vendor Qualifications	10
Other Requirements	5
Total Non-Cost Points	60
Cost	40
Total Base Points	100
Value Add	5
Maximum Possible Points	105

- 12.2 The evaluation will be conducted in four stages as follows:
 - 12.2.1 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.

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

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

Non-Cost Categories	Possible Points
Technical Requirements	20
Installation and Acceptance	10
Training	5
Warranty/Maintenance	10
Vendor Qualifications	10
Other Requirements	5
Maximum Possible Points	60

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

12.2.2.3 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 20 points; a proposal that fully met all requirements in that section would have scored 18 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.

12.3 Stage 3 – Cost Evaluation

12.3.1 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

12.3.2 Cost categories and maximum point values are as follows:

Cost Category	Possible Points
Lifecycle Cost	40
Maximum Possible Points	40

12.4 Stage 4 – Selection of the successful Vendor

12.4.1 On-site Demonstrations and Interviews

12.4.1.1 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.

12.4.1.2 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.

12.4.1.3 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.

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

12.4.2 Site Visits

12.4.2.1 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.

12.5 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.**

Vendors are to use the attached MS Excel spreadsheet, which lists the required equipment, to provide costs. It is mandatory that Vendors provide unit cost for all items. It is preferred that installation and professional services be provided as a unit cost as well. Unit costs are used by the State to increase or decrease the number of items being purchased, based on need or on budget available. Vendors are to remember that where the spreadsheet and the floor plans differ, Vendors are to provide the higher cost quantities. If additional lines are needed, Vendors may add as many lines as necessary.

Summary Cost:

Total Cost AV Systems	_____
Total Cost installation	_____
Total Cost for Integrator	_____
Total Cost for Training	_____
Total Cost for Smartnet for Cisco Products	_____
GRAND TOTAL	_____

Hourly rate for integrator	_____
Hourly rate for installation technician	_____

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.
 - 1.3.3 The reference installation must have been completed within the last five (5) years.
- 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 38585
TURNKEY AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI BUREAU OF BUILDING, GROUNDS & REAL PROPERTY MANAGEMENT
ON BEHALF OF THE
UNIVERSITY OF SOUTHERN MISSISSIPPI**

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 Bureau of Building, Grounds & Real Property Management ("BOB") on behalf of the University of Southern Mississippi located at 118 College Drive, Hattiesburg, Mississippi 39406 (hereinafter referred to as "Purchaser"). ITS, BOB, and Purchaser are sometimes collectively referred to herein as "State."

WHEREAS, Purchaser, pursuant to Request for Proposals ("RFP") Number 3869, requested proposals for the acquisition of certain equipment, software, installation services, and technical support (collectively "Turnkey Operation") necessary for the implementation of a specialized audio visual 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 October 10, 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 approval of the project by BOB's Public Procurement Review Board, receipt of Award Letter by Seller and 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 a specialized audio visual system. Seller agrees to facilitate the integration of the hardware and software for the particular purpose set forth in RFP No. 3869. Seller further

agrees that the system, as set forth in RFP No. 3869 and Seller's Proposal in response thereto, shall operate efficiently and optimally in light of industry standards and as further specified in RFP No. 3869 and Seller's Proposal in response thereto. RFP No. 3869 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 DOLLAR 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 ninety (90) 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. 3869 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. 3869, 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 five (5) 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 five (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 thirty (30) calendar 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. 3869 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 five (5) calendar 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 five (5) working days, or such other period as the parties may agree upon. The thirty (30) calendar 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 University of Southern Mississippi (USM), 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. 3869 and Seller's proposal, as accepted by Purchaser in response thereto, as well as thirty-six (36) hours of onsite training sessions on the audio visual system for Purchaser's designated personnel. 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 AMOUNT** 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 Upon notification from Purchaser of its final acceptance of the system, Seller shall submit an invoice for payment of the system and for services rendered at the prices set forth in Exhibit A, including an invoice for warranty service, but excluding post warranty maintenance charges. Seller shall certify that the billing is true and correct. Seller shall submit invoices and supporting documentation to Purchaser electronically during the term of this Agreement using the processes and procedures identified by the State. BOB 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."

9.3 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. 3869 and Seller's Proposal in response thereto.

10.2 For a period of twelve (12) months 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 twelve (12) months after acceptance and will provide Purchaser complete

functionality necessary for the operation of the system as stated in RFP No. 3869 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. 3869, 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 twelve (12) months 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. 3869 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 Monday through Friday, 8:00 A.M. to 5:00 P.M. (Central Time), 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 \$200.00 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. # 3869 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. 3869 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 Monday through Friday from 7:30 A.M. to 5:00 P.M. (Central Time), 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 EMPLOYMENT STATUS

13.1 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.

13.2 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.

13.3 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.

13.4 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 14 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 and/or student body 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 15 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 16 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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 17 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 18 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 19 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 20 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 21 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 22 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 23 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 24 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 25 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 26 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: Christopher Crenshaw, Ph.D., Associate Vice President for Facilities Planning and Management, University of Southern Mississippi, 118 College Drive, Hattiesburg, Mississippi 39406. BOB's address for notice is: Mr. Glenn Kornbrek, Director, Mississippi Bureau of Building, Grounds & Real Property Management, 501 North West Street, Suite 1401B Woolfolk Building, Jackson, Mississippi 39201. 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 27 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 28 INSURANCE

Seller represents that it will maintain for the duration of the project workers' compensation insurance as prescribed by law, which shall inure to the benefit of Seller's personnel, as well as commercial auto liability coverage, comprehensive general liability and employee fidelity bond insurance. Seller will, upon request, furnish Purchaser with a certificate of conformity providing the aforesaid coverage. The comprehensive general liability coverage and the commercial auto liability coverage shall be a minimum amount of three million dollars (\$3,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate through an insurance company with a Best rating of A- or higher and a financial size Class X or higher approved by the Mississippi Department of Insurance. It is understood that the Purchaser reserves the right to terminate this Agreement if the Seller fails to keep these policies in force and current for the duration of the contract period.

ARTICLE 29 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 30 COMPLIANCE WITH LAWS

30.1 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.

30.2 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 31 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 32 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 33 CONFIDENTIAL INFORMATION

33.1 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.

33.2 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.

33.3 The parties understand and agree 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 confidential information.

ARTICLE 34 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 35 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 36 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 37 ENTIRE AGREEMENT

37.1 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. 3869 and Seller's Proposal in response to RFP No. 3869 are hereby incorporated into and made a part of this Agreement.

37.2 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. 3869 and written addenda; and
- D. Seller's Proposal, as accepted by Purchaser, in response to RFP No. 3869.

37.3 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 38 STATE PROPERTY AND LOCATION OF WORK

38.1 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.

38.2 All work provided in connection with this contract will be required to be performed on-site in the Purchaser's offices in Hattiesburg, 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 39 SURVIVAL

Articles 10, 11, 12, 19, 23, 27, 32, 33, 35, 36, 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 40 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 41 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 42 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 43 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 44 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 45 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 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 46 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 47 ESCROW OF SOURCE CODE

47.1 With the execution of this Agreement, the Seller shall sign on to the MS ITS/NCC Group Three Party Escrow Agreement and maintain a current copy of the data dictionary, Documentation, object code, and source code in escrow. The escrow agreement shall authorize the NCC Group to release, at no cost to Purchaser, the data dictionary, Documentation, object code, and source code to Purchaser if and when Purchaser is deemed to have a right under this article. Purchaser shall pay all costs of providing and maintaining the escrow agreement, including the fees of the NCC Group. The copy of the source code placed in escrow shall be reproduced and maintained on by utilizing the secure online deposit update portal or disk using a commonly accepted data recording protocol. Program documentation sufficient to allow a competent programmer to use and maintain the source code programs must accompany the source code. When a change is made to the object code or source code by or on behalf of the Seller during the term of the escrow agreement, the revised code, including the change, shall be delivered to the NCC Group not later than thirty (30) calendar days after the change is effected by or on behalf of the Seller.

47.2 Provided that Purchaser is not then in substantial default under this Agreement, the Seller shall provide to Purchaser, at no cost and within ten (10) calendar days after receipt of Purchaser's written request for it, one (1) complete copy of the data dictionary, Documentation,

object code, and source code used in the preparation of the Software and custom modifications to the source code and object code as a result of this Agreement, brought up to date as of the date of delivery of such source code to Purchaser, upon the occurrence of any of the following events: (a) Seller's cessation, for any reason, to do business; (b) Bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings are instituted by or against Seller; (c) A general assignment for the benefit of creditors by Seller; (d) Seller discontinues providing maintenance of the software in accordance with its obligations pursuant to the Agreement; (e) Seller has breached (and if subject to a cure period, has not cured such breach within such period) a material term or condition of this Agreement or the Escrow Agreement; (f) Seller refused or fails to renew its maintenance and support obligations under this Agreement after Purchaser has requested such renewal; or (g) any or all material parts of the source code or object code are generally made available, with or without additional cost, to other users of comparable software.

47.3 Upon Purchaser's written request, NCC Group shall promptly conduct, at Purchaser's expense, a Verification of the deposit materials in accordance with Purchaser's requirements and with the requirements herein stated. "Verification" as used herein, means a procedure or process to determine the accuracy, completeness, sufficiency and quality of the deposit materials at a level of detail reasonably requested by Purchaser. Verification may include, as required by Purchaser (or by a third party on behalf of Purchaser), file listing, compilation, size comparison, function comparison and on-line comparison services. A copy of the verification results shall be immediately provided by NCC Group to the State.

47.4 Purchaser (or a third party on behalf of Purchaser) reserves the right from time to time and at any time to cause Verification of the deposit materials and to examine the deposit materials to verify conformance to the requirements of RFP No. 3869, the Seller's Proposal, as accepted by Purchaser, in response thereto, and this Agreement, all at Purchaser's expense. Except as otherwise required by Purchaser (or by a third party on behalf of Purchaser and reasonably approved by Seller), all Verification tasks shall be performed solely by employees of NCC Group and, at Purchaser's option, of Purchaser or a third party engaged by Purchaser (subject to Seller's reasonable approval of Purchaser), without interference from Seller; provided, however, that if and to the extent requested by Purchaser (or by a third party on behalf of Purchaser), Seller shall at Seller's expense provide to NCC Group and/or Purchaser all reasonably necessary assistance and cooperation in connection with the performance of any Verification. Any Technical Verification performed by NCC Group or a third party engaged by the escrow agent (and acceptable to Purchaser) shall be performed in a good, workmanlike, timely and professional manner by qualified persons fully familiar with the requirements, materials and technology involved in performing such Verifications.

47.5 Seller shall, at its expense, implement a procedure whereby the NCC Group shall notify Purchaser of all deposits to the software escrow based on software release updates. It is understood and agreed that updates shall occur at least on a quarterly basis.

ARTICLE 48 CHANGE ORDER RATE AND PROCEDURE

48.1 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.

48.2 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.

48.3 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 Seller's proposal in response to RFP No. 3869, 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.

48.4 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.

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

48.6 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.

48.7 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 University of Southern
Mississippi**

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

ATTACHMENTS

RFP 3869 includes two attachments that must be downloaded from the website,
<http://www.its.ms.gov/procurement/pages/3869.aspx>

1. RFP 3869 Attachment A Equipment and Cost Summary.xlsx
2. RFP 3869 Attachment B AV Systems Diagrams.pdf