**Request for Bid**

**Information**

**THIS IS NOT AN ORDER**

<table>
<thead>
<tr>
<th>RFB Number</th>
<th>Coll. Number</th>
<th>Date</th>
<th>Requisition No.</th>
<th>Buyer/Phone</th>
<th>Bid due on</th>
</tr>
</thead>
<tbody>
<tr>
<td>4100028117</td>
<td>9702</td>
<td>01/05/2018</td>
<td>10145697</td>
<td>Purchasing Dept. / 662-915-7448</td>
<td>01/25/2018</td>
</tr>
</tbody>
</table>

Please return the bid request to Procurement Services, at the above address. Bids must be returned in the envelope provided, or addressed with the collective number and opening date displayed on the outside of envelope.

---

**Vendor Address**

**Bill To:**
The University of Mississippi  
Office of Procurement Services  
P.O. Box 1848  
University, MS 38677-1848  
Phone: (662) 915-7448  
Fax: (662) 915-7752

**Ship To:**
The University of Mississippi  
Office of Procurement Services  
Distribution Center  
164 Jeanette Phillips Drive  
University MS 38677

**Vendor Bid Information submitted by:**

- **Printed Name**
- **Signature**
- **Delivery Date ARO**

---

**Item** | **Material/Description** | **Quantity** | **UM** | **Unit Price** | **Amount**
---|---|---|---|---|---
**IMPORTANT!!!** ALL BIDS ARE DUE IN PROPERLY IDENTIFIED (meaning Bid File number MUST be stated on the outside of the envelope), SEALED ENVELOPES TO THE FOLLOWING:

- BID FILE # 9702
- PROCUREMENT SERVICES
- 164 JEANETTE PHILLIPS DRIVE
- UNIVERSITY, MS 38677

NO LATER THAN 11:00 AM, THURSDAY, JANUARY 25, 2018. YOUR BID MUST ARRIVE AT THE PROCUREMENT SERVICES BUILDING NO LATER THAN THE STATED DATE AND TIME. PLEASE SEND YOUR BID IN A TIMELY FASHION THAT ALLOWS FOR UNFORESEEN DELAYS BY YOUR CHOSEN DELIVERY METHOD. IF YOU ARE TRYING TO SUBMIT YOUR BID CLOSE TO THE STATED DATE AND TIME AND HAND DELIVERY IS IMPOSSIBLE, SHIPPING FEDEX FIRST OVERNIGHT IS CONSIDERED THE METHOD MOST LIKELY TO DELIVER PRIOR TO THE STATED DEADLINE.

THE UNIVERSITY RESERVES THE RIGHT TO REJECT ALL BIDS RECEIVED.

IF YOUR COMPANY IS NEW TO DOING BUSINESS WITH THE UNIVERSITY OF MISSISSIPPI, PLEASE VISIT http://procurement.olemiss.edu/new-vendor-application/. PLEASE

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**INSTRUCTIONS TO VENDOR**

**GENERAL SPECIFICATIONS**

1. Bids - All bids will be quoted F.O.B. University or Oxford, Mississippi. No bid will be considered unless F.O.B terms are as stated above. All prices are to be firm quotations. See "General Information to Bidder" included with bid packet.
2. Terms - Bidder will state terms of sale. Our terms are 2% 10 days, net 45 days. These terms will apply unless otherwise specified.
3. Delivery - Bidder will state in bid delivery that purchaser can expect on each item.

**DETAILED SPECIFICATIONS**

It is the intent of these specifications particularly where manufacturer's name and/or catalog number is used to select an item of comparable materials and/or design. It is not the intent to limit the bidding, however, all bidders are cautioned that the listed manufacturer's standards shall be a minimum. It is a requirement that all bidders who furnish quotations on products of manufacturer other than those listed shall furnish with their bid complete information together with full specifications of items they propose to furnish.
**Vendor Address**

**Vendor Bid Information submitted by:**

**Printed Name**

**Signature**

**Delivery Date ARO**

---

**Item** | **Material/Description** | **Quantity** | **UM** | **Unit Price** | **Amount**
--- | --- | --- | --- | --- | ---
0001 | Audiovisual Equipment | 1 | each | | |

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**Total $**
THE UNIVERSITY OF MISSISSIPPI

REQUEST FOR BIDS
Bid File # 9702

ICN Audiovisual Equipment

The University of Mississippi requests that individuals and/or companies interested in providing a complete audiovisual renovation solution, based on the outlined specifications, and related services for the Institute of Child Nutrition (ICN) submit the information requested in this RFB. Materials should be submitted in duplicate (one original and one copy) to Ms. Rachel Bost, Director, Office of Procurement Services, 164 Jeanette Phillips Drive, P.O. Box 1848, University, MS 38677 by January 25, 2018 at 11:00 AM CT. Responses should be marked Bid File # 9702 – ICN Audiovisual Equipment on the outside of the envelope. Please do not submit the RFB directly to the Institute of Child Nutrition.

Any inquiries or requests regarding this procurement should be submitted, in writing, to Rachel Bost, Director of Procurement Services at rbost@olemiss.edu no later than January 19, 2018 by 10:00 AM CT. Be sure to include Bid File #9702 – ICN Audiovisual Equipment in the subject line of your email. Offerors may contact ONLY Rachel Bost regarding this procurement. If deemed appropriate and necessary, UM will prepare written responses to questions submitted and make them available to all Offerors by Addendum posted on The University of Mississippi Procurement services website at http://procurement.olemiss.edu/bid-file/. The questions and answers will be made part of the RFB and may become part of the contract with the successful Contractor.

I. Organization Background

The Institute of Child Nutrition (ICN), part of the School of Applied Sciences at The University of Mississippi, is the only federally funded national center dedicated to applied research, education and training, and technical assistance for child nutrition programs. The Institute was established by Congress in 1989 and funded at The University of Mississippi in 1991 by a grant administered through the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS).

ICN offers its clients no-cost, research-based resources and materials including face-to-face training, online courses, e-newsletters, technical assistance, section specific education summits- such as major cities and small districts, and a wide range of web-based and face-to-face training materials.

ICN’s clients represent the full spectrum of child nutrition professionals in all 50 states and US territories: directors of school nutrition programs, school administrators, managers of individual school kitchens, servers, cooks, part-time dishwashers, industry, state agency staff, and child care providers both in homes and centers nationwide.

II. Introduction

Since its inception, ICN has offered professional development for Child Nutrition Professionals in the nation’s federally funded school foodservice programs. This has been achieved through a
variety of face-to-face training programs, as well as online. In the past year, ICN has conducted over approximately 400 trainings nationwide, reaching over 12,000 individuals face-to-face. Many of these trainings are hosted at ICN’s headquarter facility which features five training rooms, four of which currently use integrated audiovisual systems. Two of these audiovisual training rooms need major equipment and programming renovations, and they are included in this bid. The rooms are as follows:

- Multipurpose Room (major renovations, including video, audio and programming)
- Admin Classroom (major renovations, including video, audio and programming)

III. Purpose

The Institute of Child Nutrition is seeking bids for a complete solution to update its current audiovisual infrastructure for its training facilities. This solution must be intuitive, comprehensive, reliable, flexible, and secure. The system must support integrated high-definition audio and video, including the use of multiple input and output sources; should integrate AMX audiovisual control systems and programming, or provide a comparable replacement; should use Shure Inc. microphone products, or provide a comparable replacement; and must be compatible with NewTek’s Network Device Interface (NDI) to support video over Internet Protocol (IP). ICN requests that vendors interested in providing a comprehensive solution submit a scope of work, detailed price bid with individual bids and cost sheets for each room, and credentials in response to this request for bids.

Estimated Period of Performance: February, 2018 – March, 2018

IV. Key Event Dates:

The following dates are set forth for informational and planning purposes; however, ICN reserves the right to change the dates.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFB is issued</td>
<td>January 5, 2018</td>
</tr>
<tr>
<td>Facility site visits</td>
<td>January 16, 2018</td>
</tr>
<tr>
<td>Last day to send questions/clarification requests</td>
<td>January 19, 2018 by 10:00 AM CT</td>
</tr>
<tr>
<td><strong>RFB Due date</strong></td>
<td><strong>January 25, 2018 by 11:00 AM CT</strong></td>
</tr>
<tr>
<td>Bids Reviewed by ICN Project Team</td>
<td>January 25 – February 1, 2018</td>
</tr>
<tr>
<td>Recommendation to Executive Director</td>
<td>February 1, 2018</td>
</tr>
<tr>
<td>Notification of Award by</td>
<td>February 1, 2018</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>TBD by Project Manager</td>
</tr>
</tbody>
</table>
V. Overall Audiovisual Project Requirements

Bids must indicate vendor’s inclusion and handling of the following requirements:

A. Examples of previous work performed
B. Must support integrated high-definition network audio and video, including the use of multiple input and output sources
C. Should integrate AMX audiovisual control systems and programming, or provide a comparable replacement
D. Should use and integrate with Shure Incorporated microphone products, or provide a comparable replacement
E. Should use and integrate with Dante network audio over Ethernet protocol, or provide a comparable replacement
F. Must be compatible with NewTek’s Network Device Interface (NDI) to support video over Internet Protocol (IP)
G. Must have a service facility within 200 miles of the University of Mississippi – Oxford campus
H. Must have APeX certification, a certification that integration companies and AV design consulting firms have that promotes dedication to providing quality service to customers and upholding industry excellence: http://www.infoomm.org/apex
I. If an AMX solution, all integrators must have an AMX elite programmer on staff and provide source code 30 days after the job is complete
J. If it is another platform solution, all source code must be provided to the customer within 30 days after the job is complete
K. Vendor must include Project and Factory Commissioning to ensure safe and stable performance of audiovisual system solutions
L. Must have tiered phone support available Mon-Fri during business hours
M. Must offer same day support on-site on any given business day
N. Must have options for remote support
O. Project must be completed by March 30, 2018. Please indicate ability to meet this deadline.

VI. Audiovisual Project Requirements by Location

A. Multipurpose Room

Room Description: As the name implies, this is a multiuse facility with ten tables that can seat 40-50 people, and is primarily used for training events. Current inputs include, but are not limited to, integrated telephone capabilities, PC/laptop connections, a Revolab microphone system (8 lapel mics, 6 no longer functional), and a HD Tuner. Current outputs include, but are not limited to, two Sharp 60” LCD monitors, and two Soundtube surface mount speakers (to be replaced). The audio system, including microphones and speakers, is tied into the adjacent training kitchen. The system is operated using a branded and customized programmed AMX audiovisual control system that utilizes the RS-232 device control protocol for room controls.

Project Scope: The purpose of this bid is to provide an updated audiovisual system for the Multipurpose Room. The existing podium will be used in the room, and a wireless HDMI transmitter will be included in the system for wireless presentation capabilities from
laptop/PC. The two current LCD displays will remain on the wall. The built in cable
tuners on the displays will connect to the existing cable TV system. A network audio
system will manage all audio signals, volume control, and echo cancellation. Five body
pack transmitters with head worn mics, two handheld wireless microphones and one
geoseneck (podium) will capture audio for local reinforcement and distribution.
Microphone and audio output capabilities will be extended to the adjacent training
kitchen. Two amplifiers will power a new speaker system for the room. On the wall, a
touch panel will be upgraded to provide the user interface to operate the room. The
existing 35RU equipment rack, in the adjacent server room, will be repurposed.

### Hardware/Audio and Video Equipment Specifications

<table>
<thead>
<tr>
<th>Qty.</th>
<th>Preferred Hardware Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Video</strong></td>
</tr>
<tr>
<td>1</td>
<td>Video Controller to Upgrade from Analog to HDMI, including any</td>
</tr>
<tr>
<td></td>
<td>Encoders</td>
</tr>
<tr>
<td></td>
<td>Decoders</td>
</tr>
<tr>
<td></td>
<td>Adaptors and Surge Protectors</td>
</tr>
<tr>
<td>1</td>
<td>Wireless HDMI Transmitter for Audio and Video from PC/Laptop</td>
</tr>
<tr>
<td>1</td>
<td>Video over IP wall plate encoder</td>
</tr>
<tr>
<td></td>
<td><strong>Audio</strong></td>
</tr>
<tr>
<td>1</td>
<td>Audio DSP fixed I/O server with 12 analog inputs,</td>
</tr>
<tr>
<td></td>
<td>8 analog outputs, 8 channels configurable USB audio, 32 x 32 of network audio,</td>
</tr>
<tr>
<td></td>
<td>Acoustic Echo Cancellation (AEC) technology (all 12 inputs),</td>
</tr>
<tr>
<td></td>
<td>2 channel VoIP and standard FXO telephone interface</td>
</tr>
<tr>
<td>1</td>
<td>Gigabit Ethernet Switch</td>
</tr>
<tr>
<td>1</td>
<td>8-Channel Network Interface</td>
</tr>
<tr>
<td>1</td>
<td>8 Channel access point</td>
</tr>
<tr>
<td>1</td>
<td>8 channel network charging station</td>
</tr>
<tr>
<td>5</td>
<td>Bodypack Transmitter with Integrated Omnidirectional Microphone and 4-Pin Mini Connector</td>
</tr>
<tr>
<td>5</td>
<td>Head worn directional headset</td>
</tr>
<tr>
<td>2</td>
<td>Handheld directional microphone</td>
</tr>
<tr>
<td>1</td>
<td>18&quot; Wireless Gooseneck Condenser Mic with Shock Mount, Cardioid</td>
</tr>
<tr>
<td>2</td>
<td>Multi-channel Audio Amplifier</td>
</tr>
<tr>
<td></td>
<td>Ceiling-mount speaker system for Multipurpose Room</td>
</tr>
<tr>
<td></td>
<td>Ceiling-mount speaker system for adjacent Training Kitchen</td>
</tr>
<tr>
<td></td>
<td><strong>Room Controls</strong></td>
</tr>
<tr>
<td>1</td>
<td>Wall Mount Touch Panel</td>
</tr>
<tr>
<td>1</td>
<td>Integrated Network Controller for Room Controls</td>
</tr>
<tr>
<td></td>
<td>Option for Wireless Room Control via Tablet</td>
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<tr>
<td><strong>Rack Hardware, Cabling, Misc.</strong></td>
<td></td>
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<td>----------------------------------</td>
<td></td>
</tr>
<tr>
<td>1 Premium Online Series UPS Backup Power, 2RU</td>
<td></td>
</tr>
<tr>
<td>1 Any assorted parts to repurpose existing Middle Atlantic Equipment Rack</td>
<td></td>
</tr>
</tbody>
</table>

**Labor/Installation/Support/Shipping**
- Programming
- Installation
- Miscellaneous Cabling, Connectors, etc.
- 1st Year Support
- Shipping

B. Admin Classroom

**Room Description:** This is a multiuse facility with fourteen collapsible/mobile tables that can seat 28-30 people, which is primarily used for training events and business meetings. Current inputs include, but are not limited to, integrated telephone capabilities, PC/laptop connections, a Shure microphone system (8 lapel mics, no longer functional), Tandberg video codec and camera system (to be retired) and a HD Tuner. Current outputs include, but are not limited to, two 42" NEC plasma monitors (to be retired), a 60" LG monitor, a Sanyo projector with 116" x 69" ceiling mounted projector screen, and four ceiling flush mount speakers. There are two legacy wall mount JBL speakers (no longer in use, will be retired). The system is operated using a branded and customized programmed AMX audiovisual control system that utilizes the RS-232 device control protocol for room controls.

**Project Scope:** The purpose of this bid is to provide an updated audiovisual system for the Admin Classroom. The existing room podium will be kept and provided for the presenter. At the front and rear of the room, two video wall plate connections will be provided for a laptop/PC connection. A wireless HDMI transmitter will be included in the system for wireless presentation capabilities from laptop/PC. The existing projection screen will be repurposed, but the projector will be replaced with a HD digital video projector. The existing cable tuner will be repurposed. An audio networking system will manage all audio signals, volume control, and echo cancellation. Six wireless omnidirectional table microphones, three body pack transmitters with head worn mics, and a wired podium microphone will capture audio for local reinforcement and distribution. One amplifier will power the existing ceiling mounted speakers. On the wall, a touch panel will be installed to provide a central user interface. The existing 35RU equipment rack, in the adjacent closet, will be repurposed.

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<tr>
<td>1 HD Laser Projector</td>
<td></td>
</tr>
<tr>
<td>1 Projector Ceiling Mount Plate</td>
<td></td>
</tr>
<tr>
<td>1 Custom Pole for Projector Mount</td>
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<td>2 8 Channel access point</td>
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<tr>
<td>2 8 channel network charging station</td>
</tr>
<tr>
<td>6 Boundary Mic (Omni)</td>
</tr>
<tr>
<td>3 Bodypack Transmitter with Integrated Omnidirectional Microphone and 4-Pin Mini Connector</td>
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<td>Installation</td>
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<td>Miscellaneous Cabling, Connectors, etc.</td>
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<tr>
<td>1st Year Support</td>
</tr>
<tr>
<td>Shipping</td>
</tr>
</tbody>
</table>

VIII. Pricing for Project:

Bids must provide an inclusive quote with complete pricing breakdown of both required and desirable functionality listed within the previously described project parameters. Your bid must
include the total project cost and an itemized list of costs for each room location. The bid
itemization must include:

- All equipment, wiring, programming, labor and miscellaneous costs necessary to
  complete the project
- Any additional cost increases tied to external activities, such as subcontracting or outside
  consulting; If subcontracting is used, the vendor and the purpose must be declared
- Any associated cost increases tied to the use of any equipment or service provided in the
  bid that is not specific to the project, such as licensing
- Any implementation consulting costs
- Any required technical and/or system administration training
- Any recommended, but not required, technical and/or system administration training
- Any costs associated with first year support or warranties, and any residual yearly costs
  for continuous support or warranties
- Any costs tied to anticipated changes to the facility’s existing audiovisual, network or
  physical infrastructure that will be requested by the vendor

IX. Facility site visits

Facility site visits will be conducted on January 16, 2018, from the hours of 9:00 am to 11:00 am
and 2:00 pm to 4:00 pm. All times are Central Time. Prospective vendors will have an
opportunity to examine training rooms and associated audiovisual infrastructure. Please note
that site visits are NOT a time for questions; all questions regarding this Request for Bids
#9702 must be submitted in writing to Rachel Bost as mentioned on page 1 of these
specifications. Vendors should notify Johnathan Bishop by email at bishojb@olemiss.edu of
their intent to participate in site visits by 5:00 PM CT on January 12, 2018.

X. Estimated Period of Performance

Estimated Period of Performance: February, 2018 – March, 2018
The contract period will be for the duration of the project, from signing to completion. Invoice
dates will be negotiated.

XI. Standards for Deliverables

All requested disclaimers and credit lines must be submitted to and approved by ICN. Copies of
permissions for use of material shall be part of the deliverables package, as appropriate.

XII. Ownership/Copyright

This is a “work made for hire.” All materials, including website and database code and data,
developed for this project will be the property of ICN. ICN shall have all rights and extended
rights to material included and be able to allow others to use the material(s).
XIII. Contract Terms

Any contract resulting from the award of this RFB is governed by laws of the state of Mississippi.

Please note that any contract resulting from this RFB should include the following:

1) Statement that RFB and the vendor's bid are incorporated in the contract. This will include all provisions of the Mandatory Addendum to All University of Mississippi Contracts that is included in our RFB.
2) Specifies what each party is giving and receiving
3) Clearly identifies and correctly names the parties throughout the contract
4) Contract term
5) Required amount, time, and manner of payment (making sure it complies with the state law that grants us net 45 days payment terms)
6) A provision that the contract contains the complete agreement of the parties
7) A statement that the contract can only be amended in writing signed by both parties
8) A "force majeure" clause and any other appropriate termination language such as 30-60 days with written notice by either party
9) A non-availability of funds clause which provides for termination by IHL/the University in the event that the funds used to pay for the contract become unavailable due to a decrease or change in the legislative appropriation
10) Assurances that sensitive data will be protected to the extent allowed by state law
11) Vendor will be responsible to repair, to the satisfaction of Owner, any damages to grounds, buildings, vehicles, or other property belonging to Owner or any of its employees, or students, or to any member of the public present on campus, where such damage is the direct or indirect result of any actions of the Vendor and/or its employees.

Any contract resulting from the award of this RFB will include and adhere to E-Verify language as follows:

"The Contractor 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 (Supp 2008) 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. The Contractor 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. The Contractor 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. The Contractor understands and agrees that any breach of these warranties may subject the Contractor 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 the Contractor 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, the Contractor would also be liable for any additional costs incurred by
the State due to the contract cancellation or loss of license or permit."

Any contract resulting from the award of this RFB will include or not be in conflict with all of
the provisions listed on the Mandatory Addendum to All University of Mississippi Contracts
(please see below).

Mandatory Addendum to
All University of Mississippi Contracts
December 2017

Contractor acknowledges that UM is a state institution of higher learning and is subject to
the laws of the State of Mississippi governing actions of state agencies. Contractor further
acknowledges that UM does not waive, relinquish or forfeit any of the rights, benefits,
protections, guaranties or prohibitions that may be provided under any law, statute,
regulation or policy. The parties agree that this Addendum is incorporated into the
contract and agree that should any provision of the contract conflict with this Addendum,
the terms of the Addendum control.

1. UM contracts are governed by the laws of the State of Mississippi. Any provision that
   purports to set venue outside of the State of Mississippi is deleted.
   U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1;
   City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2,
   2002); Miss. AG Op., Nowak (November 19, 2005).

2. UM does not waive its sovereign immunity. UM shall only be responsible for liability
   resulting from the negligent actions of its officers, agents, and employees acting within the
   course and scope of their official duties.

3. UM does not waive its Constitutional Eleventh (11th) Amendment immunity.
   U.S. Const. Amend. XI.

4. Any references to UM waiving its right to a trial by jury are deleted.
   Miss. AG Op., Chamberlin (Oct. 18, 2002).

5. UM does not agree to any provisions wherein the credit of the State of Mississippi is
   pledged or loaned in aid of any person, association, or corporation.

6. Any references to payment of attorney’s fees by UM are deleted.
   Miss. AG Op., Nowak (January 23, 2009); Miss. AG Op., Stringer (January 25,
   2006).

7. UM does not agree to pay extra compensation, fees, or allowances after service rendered
   or contract made, or for any payment not authorized by law.

8. Any references to UM limiting UM’s damages to the contract price or any other set amount
   are deleted.
9. Any references to UM indemnifying or holding harmless the Contractor or any other party are deleted.  
   Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).

10. Any provisions limiting the time for UM to pursue legal action are deleted.  
    Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).

11. Any references to UM waiving any cause of action it may have against Contractor or any other party as a result of Contractor’s breach of the contract, or Contractor’s own negligence or willful misconduct or the negligence or willful misconduct of Contractor’s employees or agents are deleted.  
    Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).

12. Any references to UM limiting damages, remedies or waiving any claim are deleted.  
    Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).

13. Any provisions giving the Contractor exclusive control over litigation are deleted. UM does not agree that Contractor may represent, prosecute or defend legal actions in the name of UM.  
    Board of Trustees Institutions of Higher Learning Policy 1102.

14. Any references to UM submitting to binding arbitration are deleted.  
    Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).

15. With the exception of any expressed limitation of remedies for breach of implied warranties of merchantability and fitness for a particular purpose concerning computer software and services performed on computer hardware and computer software, which are sold between merchants, any provisions which would limit the Contractor’s liability to UM or allow Contractor to waive any applicable warranties (express or implied) are deleted.  
    Miss. Const. Art. 4, § 100; Miss. Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002); Miss. AG Op., Long (February 22, 2009).

16. Any references to UM limiting are waiving any common law warranty are deleted.  
    Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).

17. UM does not make any warranty.  
    Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).

18. UM will deliver payments to Contractor no later than forty-five (45) days after receipt of invoice and receipt, inspection and approval of Contractor’s products/services. Any
provision that requires UM pay Contractor any late charges is governed by Miss. Code Ann. § 31-7-305.


20. Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq., and will register and participate in the status verification system for all newly hired employees. Any provision penalizing UM for hiring an employee who works for the Contractor is deleted.

21. UM is an equal opportunity employer. Executive order 11246 requires that UM do business with organizations that are in compliance with Title VII of the 1964 Civil Rights Act, as amended. During the performance of any contract with UM, Contractor agrees to be bound by provisions of Section 202 of Executive Order 11246, as amended and Executive Orders 11701, 11625 and 11758.

22. The continuance of any UM contract is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of UM. This contract is cancellable with thirty (30) days’ notice to the vendor at the end of the fiscal period in the event funds are not appropriated by the funding authority. (Any property covered by a lease shall be returned to lessor).

23. Any provision requiring UM to name the contractor as an additional insured is deleted.

24. Neither party may assign its rights or delegate its duties under the contract without the prior written consent of the other party, which shall not be unreasonably withheld.

25. Contractor recognizes that UM, as a political subdivision of the State of Mississippi, enters into this contract only to the extent authorized by Mississippi law.

26. Contractor acknowledges that the individual executing the contract on behalf of UM is doing so only in his/her official capacity only, and to the extent that any provision contained in the contract exceeds his/her authority, Contractor agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

Submission Instructions

Bids should be submitted on 8 ½ x 11-inch paper in Times New Roman 12-point font. Margins should be 1 inch on all sides.
Experience with these products/services is crucial to the success of this project. Examples/descriptions of prior work performed will be required to allow for evaluation of vendor’s status as a responsible bidder.

A detailed timeline of the projected implementation process should be included with the bid.

Materials should be submitted in duplicate (one original and one copy) to Ms. Rachel Bost, Director, Office of Procurement Services, 164 Jeanette Phillips Drive, P.O. Box 1848, University, MS 38677 by **11:00 AM CT on January 25, 2018**. Responses should be marked **Bid File #9702 – ICN Audiovisual Equipment** on the outside of the envelope.

**Do not submit the bid directly to the Institute of Child Nutrition.**

**Selection Criteria**

ICN will use the following checklist to ensure that bids meet all project requirements:

**Renovation of Training Facility Audiovisual Solution for the Institute of Child Nutrition Evaluation Checklist**

- Examples of previous work performed
- Description of project bid, including a detailed timeline of activities and milestones; Project must be completed by March 30, 2018.
- Description of maintenance and support contracts, and provisions
- Ability of proposed solution to support integrated high-definition network audio and video, including the use of multiple input and output sources
- Ability of proposed solution to support integration of AMX audiovisual control systems and programming, or provide a comparable replacement
- Ability of proposed solution to support integration of Shure Incorporated microphone products, or provide a comparable replacement
- Ability of proposed solution to support integration of Dante network audio over Ethernet protocol, or provide a comparable replacement
- Ability of proposed solution to support integration of NewTek’s Network Device Interface (NDI) to support video over Internet Protocol (IP)
- Vendor service facility within 200 miles of the University of Mississippi – Oxford campus
- Vendor APEX certification, to ensure dedication to providing quality service to customers and upholding industry excellence
- For proposed AMX solutions, does the vendor have an AMX elite programmer on staff, and can they provide the source code within 30 days of project completion? If the proposed solution involves another control system platform, can the vendor provide the source code within 30 days of project completion
- Project and Factory Commissioning to ensure safe and stable performance of audiovisual system solutions
- Vendor tiered phone support available Mon-Fri during business hours
- Vendor on-site support (if needed) within 4 hours or less on any given business day
Please place the label below on your sealed envelope containing your bid.

**URGENT! SEALED BID / PROPOSAL ENCLOSED**
**DO NOT DELAY – DELIVER IMMEDIATELY**

Vendor: 
Bid File Number: 9702
Bid Title: ICN Audiovisual Equipment

THE UNIVERSITY of MISSISSIPPI

PROCUREMENT SERVICES
164 JEANETTE PHILLIPS DRIVE
PO BOX 1848
UNIVERSITY, MS 38677
GENERAL INFORMATION TO BIDDERS

University of Mississippi employees may not purchase directly or indirectly any items offered for sale by the University of Mississippi.

1. EXAMINATION OF SITE (IF NECESSARY)
   Bidders should visit the site and shall be responsible for having ascertainment of pertinent local conditions such as location, accessibility and general character of the building, the character, and extent of existing work within the building, and any other work being performed thereon at the time of the submission of the bid. No allowance will be granted because of lack of knowledge of site conditions.

2. RECEIPT AND OPENING OF BIDS
   (A) Bids will be opened publicly at the time and place stated in the invitation for bids. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified.
   (B) Telegraphic and facsimile will not be considered, but modifications by telegraph or facsimile of bids already submitted will be considered if received prior to the hour set for opening.
   (C) Bids are to be submitted in duplicate unless otherwise specified on the forms furnished for the purpose or on exact copies thereof.
   (D) Patent errors in bids or errors in bids supported by clear and convincing evidence may be corrected.
   (E) Unless otherwise specified, bid shall be binding for minimum of 30 days.
   (F) Bids may be modified or withdrawn by written or telegraphic notice received in Procurement Services prior to time set for bid opening.
   (G) All bid prices must be typed or written in ink and any alterations to bid prices must be initialed. ALL BIDS MUST BE SIGNED IN INK.
   (H) No bid shall be evaluated for any requirement or criteria that are not disclosed in the initiation for bids. "ALL OR NONE" bids will NOT be considered unless the specifications specifically allow for this provision.
   (I) Bids submitted as an alternate will not be accepted unless an alternate bid is requested in the specifications.
   (J) In case of an error on price extension, the unit price shall prevail. Unit prices and total prices MUST be shown. Failure to do so could cause rejection of bid.
   (K) Bids that include an escalation clause shall be rejected unless otherwise specified in the bid specifications.
   (L) The owner shall have the right to increase or decrease the number of any individual items, within reasonable limits, after the lowest and best bidder is determined.
   (M) Warning is hereby given that strict adherence to the specifications will be required, and that the contractor will receive no compensation for loss in furnishing goods disapproved for not complying with the specifications.
   (N) On construction bids, bid envelope must contain, on the outside of the envelope, the contractor’s current Certificate of Responsibility Number and the contractor’s Licensing Number unless a statement on the exterior says that the bid enclosed is less than or did not exceed $50,000.
   (O) Tax on Construction – It is incumbent upon the bidder to be familiar with the laws of the state concerning tax on construction. Any and all taxes are due (State or Federal) will be the responsibility of the vendor.

3. DELIVERY OF BIDS
   (A) All bids must be received at Procurement Services, 164 Jeanette Phillips Drive, University of Mississippi, University, MS 38677, unless otherwise specified, not later than time and date shown on bid invitation.
   (B) Bids must be in a sealed envelope and marked with name, bid file number, and date of bid opening.
   (C) If the University is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters, then “Force Majeure Events”, which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the University shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors/Contractors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the University until the new date and time of the bid opening as set forth herein. The University shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the University as a result of a Force Majeure Event. Each Vendor/Contractor shall be required to ensure the delivery and receipt of its bid by the University prior to the new date and time of the bid opening.

4. WITHDRAWAL OF BIDS
   Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

5. BIDDERS PRESENT
   At the time fixed for the opening of the bids, their contents will be made public for the information of bidders and others properly interested who may be present in person or by representative.
6. AWARD OF CONTRACT

(A) The contract will be awarded as soon as possible to the lowest and best responsible bidder, provided his bid is reasonable and it is in the best interest of the Owner to accept it.

(B) Each bidder shall be prepared, if so requested by the Owner, to present evidence of his experience, qualifications, and financial ability to carry out the terms of the contract.

(C) Unless otherwise specified, the University reserves the right to award by individual items, related items, or total, whichever it deems in its best interest.

7. ACCEPTANCE OF PROPOSAL

Only the issuance of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the University.

8. REJECTION OF BIDS

The Owner reserves the right to reject any and all bids when such rejection is in the interest of the Owner and to reject the bid of a bidder who is not in a position to perform the contract.

9. INTERPRETATIONS OF CONTRACT DOCUMENT

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or other proposed contract documents, he may submit to the Director of Procurement Services of the University of Mississippi, a written request for an interpretation thereof. The person submitting the request for an interpretation thereof will be responsible for its prompt delivery. Any interpretation of the proposed document will be made only by an Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the proposed documents.

10. EQUAL OR APPROVE EQUAL

(A) Where any article or thing is specified by proprietary name, trade name, and/or name of manufacturer, with or without the addition of such expressions as "Or Equal" or "Approved Equal", it is to be understood that the article named or the equal thereof; and it is distinctly understood (1) that the Owner is to use his own judgment in determining from time to time whether or not any article or thing proposed to be substituted is the equal of any article or thing so specified; (2) that the decision of the Owner on all such questions shall be final; and (3) that in the event of any adverse decision by the Owner, no claim of any sort shall be made or allowed against the Owner.

(B) Where a definite material is specified, it is not the intention to discriminate against an equal product made by another manufacturer. It is rather the intention to set a definite standard. Should the bidder intend to furnish another product as an equal to that specified, he must submit with his proposal for every item for which he intends to furnish another product from that given in the specifications, a complete specification showing name of manufacturer, sizes, quality of wood, finish, upholstering or other materials included and catalog number, if the manufacturer lists the product by a catalog or plate number in any of his published literature. After the bids are opened, all bidders, if requested, may be required to furnish complete samples of any or all items listed before an award is made.

(C) A bound brochure should be submitted with the bid. Bidder will prepare this brochure showing pictures or cuts and complete manufacturer’s specifications on each item on which a bid is submitted. The cuts and specifications must be arranged in the identical order that the items appear on the bid form and must be identified by the item number shown in the bid form. Failure to submit this brochure will be considered sufficient grounds for rejecting the bid. It shall be the bidder’s responsibility to specifically point out any deviations from the base bid. Failure to comply with this procedure may be grounds to disqualify any bid.

(D) Should any equal product, however, be accepted by the Owner and should this equal prove defective or otherwise unsatisfactory for the service for which it is intended within the guaranty period, the contractor shall replace the defective material with material on which the specifications require him to base his proposal, without cost to the Owner.

11. RECYCLED MATERIALS

If any product listed on this bid is available from recovered (recycled) materials, vendors are requested to submit bids on recycled materials in addition to the brands mentioned or their equivalent. As well as provide an estimated shipping date on both the recycled, specified or equivalent materials.

12. DELIVERY OF MERCHANDISE

(A) All bids will be quoted FOB University. No bid will be considered unless FOB terms are as stated. The purchaser has no storage space available; therefore, bidders must deliver as requested.

(B) Bidder will state estimated delivery time for each item in bid.

13. CASH TERMS

University terms are 2%-10, Net 45 days. These terms shall prevail unless otherwise specified by the bidder.

14. PAYMENT

Assuming there is no prompt payment discount provision; payment will be made within 30 days from receipt of products in satisfactory condition, and receipt of the invoice.

15. ADVANCE PAYMENT

The University of Mississippi is prohibited by law from making advance payments to any vendor other than state and federal agencies unless it is subscription or membership.

THE UNIVERSITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE INFORMALITIES.

(Rev. 4/2014)