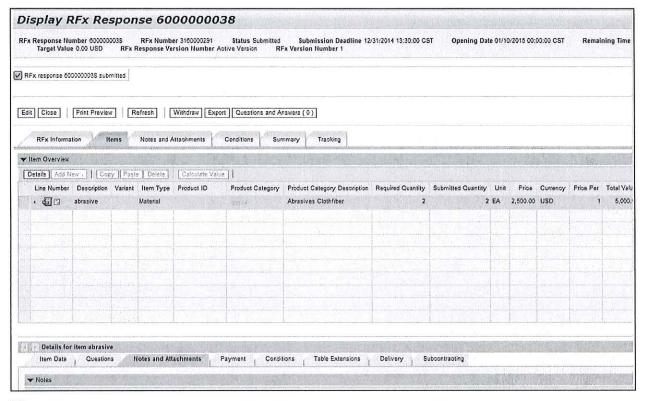
End of simulation.



29. End of simulation.

Result

You have successfully submitted an RFx response to the State of Mississippi.

Section IV Special Instructions

The following section provides a DFA MAGIC Reverse Auction Bidder's Training Guide. It includes detailed instructions on how to access the reverse auction event, including how to gain access to the system utilized and what technical requirements may be involved. However, no supplier may be prohibited from participating in person by paper through surrogate bidding.

MAGIC Reverse Auction Bidders Training Guide



The MAGIC Reverse Auction Bidders Training Guide provides instructions for vendors to participate in Reverse Auctions. Vendors have the ability to submit bids electronically and view real time bid ranking. The identity of participating bidders will not be displayed to other bidders throughout the online auction process. However, bidders will be able to see the current best bid.

Contents

Technical Requirements

Login Procedure

View Available Reverse Auctions

Search for Auction(s)

Display Auction Details

Display Line Items

Display Notes and Attachments

Participating in a Live Auction

Live Auction Cockpit

Chat and System Messages

Pausing and/or Resuming an Auction

Technical Requirements

Bidders are responsible for ensuring technical requirements are

met. Acceptable Internet Browser(s)

□ find Microsoft Internet Explorer (IE) version 11

Google Chrome versions 49 and above (will need to download and install a Chrome Extension called "IE Tab Extension")

Unsupported Internet Browser(s)

☐ 🛣 d Microsoft Internet Explorer (IE) version 10 or below

广 ভ ● Microsoft Edge

☐ Toogle Chrome

☐ Vo 🐠 Safari

□□ Firefox

Note: Pop-up blocker must be turned off.

Java

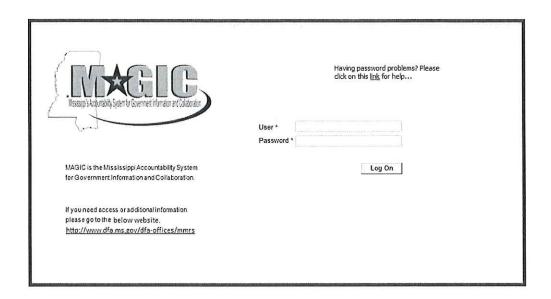
Reverse Auction requires Java version 6.30 or higher. Java can be downloaded from following Web site. https://www.java.com/en/download/



Login Procedure

Vendors must be registered in MAGIC in order to receive a User ID and password to log in. Vendors who are new to MAGIC may visit the <u>Vendor Information page</u> on DFA's Web Site, or register online, Vendor Registration.

To Log into MAGIC, open the following URL: https://portal.magic.ms.gov/irj/portal. Enter User ID and Password. The password is case sensitive.



View Available Reverse Auctions

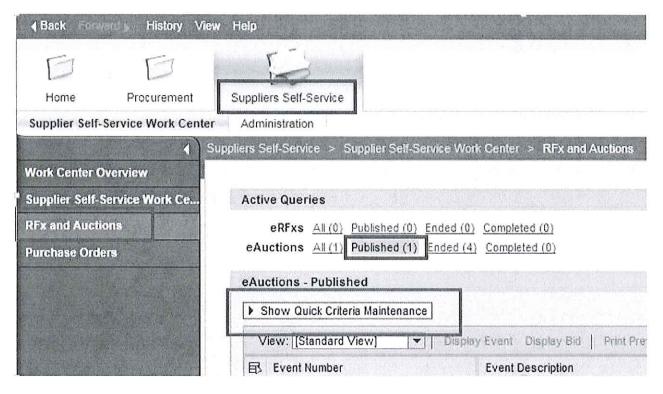
Search for Auction(s)

Listed below are the steps to search for a bid response.

- 1.) Bidders must first respond to the RFx (RFQF) to be able to participate in the Reverse Auction. Instructions for creating a response to an RFx are available here, RFx Response -Supplier Self Service.
 - The RFx (RFQF)— Bid Specifications will provide details for qualifying criteria.
 Only bidders qualified through the RFx (RFOF) will be invited to participate in Reverse Auctions.
- 2.) To search for auctions, click on the **Suppliers Self-Service** tab.
- 3.) Select **RFx and Auctions** in the navigation menu on the left of the screen.
- 4.) Select the **Published** link on the eAuctions line of the Active Queries section.

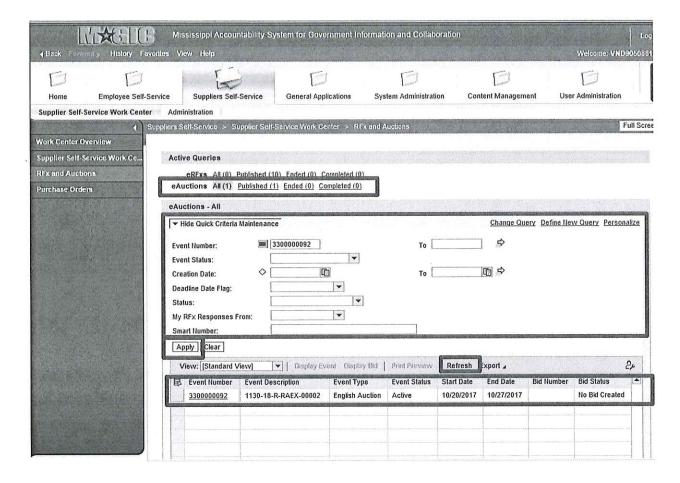
Note: If the search fields are not visible, click the <u>Show Quick Criteria Maintenance</u> button to expand the search criteria.





- 5.) Enter the search criteria. To find all available bid opportunities, skip to step (f).
 - Select All or Published to search for available Events (eAuctions).
 - b) Enter the appropriate *Quick Criteria Maintenance* fields: **Event Number** (Auction number) or complete any optional relevant search criteria.
 - c) Click on **Apply** to view all Auctions based on your search criteria.
 - d) To generate an updated search using the same selection criteria, click **Refresh** or skip to step (7).
- 6.) Click Apply to find available bid opportunities.
- 7.) In the results list, click on the **Event Number** to open the Auction details in a separate window. (Pop-up blocker must be turned off.)





Display Auction Details

Listed below are the steps view the auction details and information regarding the auction.

1.) The Auction Details screen will be displayed. It is important to review the details prior to the Auction begin time. Bidding will not be available prior to the Auction Start Date / Time.

The table below list the fields and a brief description of the information available on the Auction Parameters sub-tab of the Auction Information tab.



Print Preview [Close Live Auction		2 4	
3 Days 11:41: Remaining Time	05 Number 3300000092 Name 1130-18-F Start Date 20.10.2017 13:58:45 CST	R-RAEX-00002 Owner Firs End Date 27.10.2017 01:00:0		
Auction Inf	ormation Items Notes and Attachments			
Auction Paramet	ers Notes and Attachments	a separation of the		
Identification Name:	1130-18-R-RAEX-00002	Event Parameters Bid Decrement:	Absolute	
Гуре:	English Auction	Bid Validation:	New bid must beat overall best bid	
Product Category:		Follow On Document:	Contract	
Currency:	USD	Sequential Line Items:		
CONTROL OF THE PARTY OF THE PAR		Sequential Initial Duration:	0	
Dates		Sequential End-Time Gap:	0	
Start Date:	10/20/2017 01:58:45 pm	Automatic Extensions:		
nd Date:	10/27/2017 01:00:00 am	Remaining Time Trigger:	0	
ime Zone:	CST	Extension Period:	0	
		Number of Extensions:	0	
		Status and Statistics		
		Creation Date:	10/03/2017 04:27:46 pm	
		Created By:	SRMBUYER04	

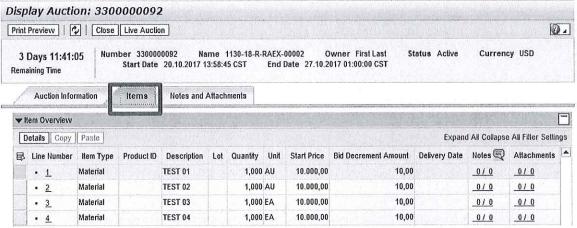
Section	Field Name	Description
Identification	Name	Smart Number with details related to the RFx
	Туре	English Auction is the standard for State of Mississippi
	Product Category	The 5 digit NIGP code (optional)
	Currency	US Dollar (USD)
Dates	Start Date	Begin Date and Time for the Live Auction
	End Date	Date and Time of Live Auction completion
	Time Zone	Central Standard Time (CST)
Event	Bid Decrement	The amount/percentage by which the next bid must decrease
Parameters		relevant to the current lowest bid.
	Bid Validation	Logic used to determine if the bid is valid.
	Follow On Document	Contract or Purchase Order
	Sequential Line Items	Enables sequential line item functionality to stagger end times.
	Sequential Initial Duration	The amount of time in between each line item end time.
	Sequential End-Time Gap	The time between item end times.
Automatic	Remaining Time Trigger	The time period before the end of the auction where an

Extensions		extension can be triggered due to bid activity.		
	Extension Period	Number of minutes, for which the auction will be extended if a bidder submits an offer within the Remaining Time Trigger period.		
	Number of Extensions	The number of times an auction can be extended by bid activity within the Remaining Time Trigger.		
Status and	Creation Date	The date and time the auction was created.		
Statistics	Created By	The UserID of the Agency Buyer who created the auction.		

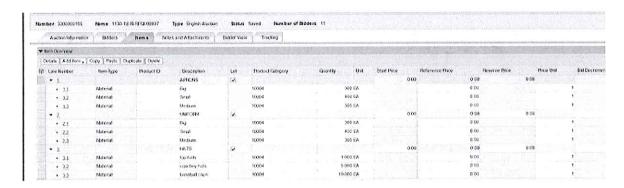
Display Line Items

Listed below is information regarding the line items associated with the auction.

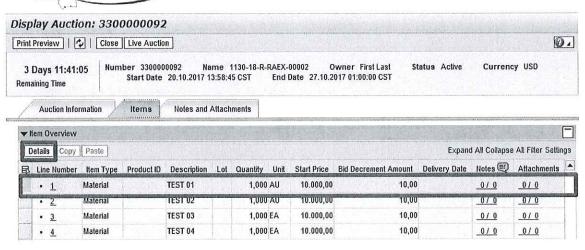
1.) Click the Items tab to view the line items.



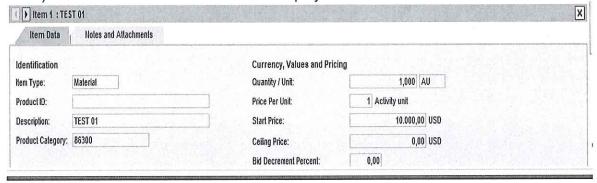
If the items are in **Lots**, the main items will be listed with individual lot items below.



2.) To view additional details for a line item, select the desired line and click the Details button.



3.) The details for the line item will be displayed.



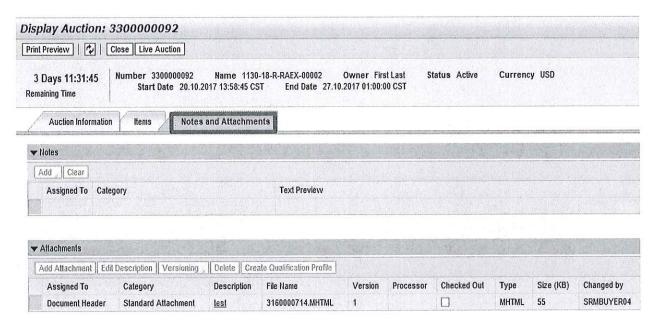
The table below list the fields and a brief description of the information available for each line item

Section	Field Name	Description
Identification	Item Name	Type of item (Material)
	Product ID	11 digit material number
	Description	Detailed description of the item
	Product Category	The 5 digit NIGP code
Currency,	Quantity /Unit	The number of items / the Unit of Measure (i.e. EA for
Values, and		each)
Pricing	Price Per Unit	The individual price based on the Unit of Measure
		indicated.
	Start Price	Starting bid price of the item (Bids higher than the start
		price will not be accepted.)
	Ceiling Price	Ceiling Price is not used.
	Bid Decrement Percent	Bid decrement amount if percentage option is selected.
	Bid Decrement	Bid decrement amount if dollar amount option is
		selected.



Display Notes and Attachments

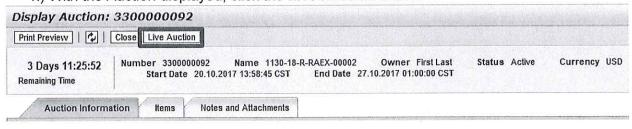
Click the **Notes and Attachments** tab to view supporting documents and/or notes associated with the auction.



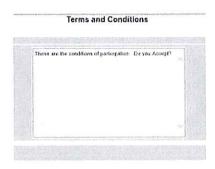
Participating in a Live Auction

After completing the steps above to find a desired auction, the steps below can be used to participate in the Live Auction process.

1.) With the Auction displayed, click the Live Auction button.



2.) A pop-up window will appear containing Terms and Conditions to participate in the Live Auction. Review all terms and conditions. If you agree, click **Accept**. If you click **Decline** you will not be allowed to participate in the Live Auction.



If the agency did not establishTerms and Conditions this screen will not be displayed.



MAGIC Reverse Auction Bidders Guide

3.) If any pop-ups appear asking for a confirmation to run the JAVA application, click Run.



4.) The Live Auction bidding screen will be displayed. If you receive any error messages, please ask your company's system administrator to verify your computer's technical requirements.

Live Auction Cockpit

The Live Auction Cockpit will be displayed when the JAVA application has run.

Listed below is information regarding key items for the Live Auction Cockpit. The steps for submitting a response are located on the next page.

		18-R-RFQI- 100163 rse auction		oken lot, full	quantity, anoi		rency: 1g	USD				Sta End	quester: rt Date: i Date: ie Remaining:	1130_SRMBOS1 08/23/2017 10:38:30 AM CDT 08/23/2017 10:50:00 AM CDT 00:08:06 (Active)
tem	Description	Quantity	Unit	Price Unit	Start Price	Decrement	Rank	My Bid	My Bid Value	Best Bid	Next Valid Bid	Bid Price		
NAME OF	Pencils	100	each		19.00		No.	- L	10 A P 10 10 10 10 10 10 10 10 10 10 10 10 10	10.00	10.00			
	Pens		Case	1	20.00		3.5			11.00		Commission of Street, Spinster,	TO THE	
	Folders	300	Pail Drum	1	29.00 34.00				•	22.00 28.00		AND DESCRIPTION OF THE PARTY OF		
	Books							A					0.000	
														Total Value o
	Details	item Descrip		1 Pencils										Total Value o
N C		Descrip Quantit Unit	У	1 Pencils 100 each										Total Value o
	Details	Descrip Quantit	y nit cy	100										Total Value o

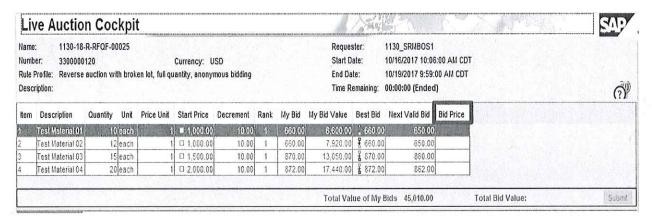
Field Name	Description
Start Date	Date and Time the Live Auction starts
End Date	Date and Time the Live Auction ends
Time Remaining	The time remaining for the Live Auction
Description	Line item description
Quantity	Line item quantity
Unit	Line item unit
Price Unit	Line item price per unit
Start Price	The initial price for the line item.
Best Bid	The lowest bid that has been submitted, to date, for that line item. This field will be blank until the first bid has been submitted.
Next Valid Bid	The next price that is allowed to be bid for that line item. It is determined by subtracting the decrement amount from the best bid amount.
Bid Price	Your bid for the item. Your bid should be equal or less than the next valid bid field.
	For instructions on how to enter your bid price, see the next page.

Submitting a Bid Response

The steps below must be completed for each separate line item you wish to bid on.

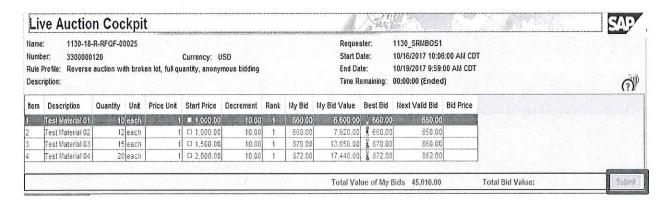
- Click desired line item.
- 2. Enter the price in the **Bid Price** field(s) for the items you wish to bid on.



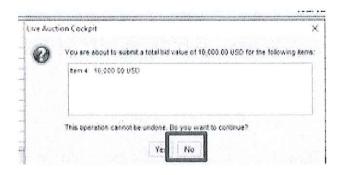


MAGIC Reverse Auction Bidders Guide

3. Click the **Submit** button. The submit button may be submitted after each line item price is entered or after you enter the price for all line items you wish to bid on.



4. A confirmation pop-up window will be displayed. The bid value (by line item) will be display the total of the Unit Price times the Quantity for that item. If the bid amount(s) are correct, click **Yes**. If the bid amount(s) are incorrect, click **No** and repeat the steps above to enter the correct bid amounts.



5.) A confirmation of a successful bid submission will be displayed in the Chat Window. Note: Erroneous bids may be deleted by the agency during the live auction.

Chat and System Messages

06/07/2017 10:27:40 AM CDT [System]: Your bid for line item 1 has been successfully submitted 06/07/2017 10:27:40 AM CDT [System]: Your bid for line item 2 has been successfully submitted 06/07/2017 10:27:40 AM CDT [System]: Your bid for line item 3 has been successfully submitted

6.) Repeat steps 1 - 5 for each desired line item.





Chat and System Messages

The Chat and System Messages area is used for viewing chat messages from an agency buyer and information messages automatically generated by MAGIC.

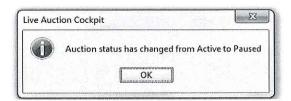
Below are helpful hints in using the chat feature:

A bidder CAN:	Send a message to an agency buyer.
	Type the message in the message box and click Send .
	See broadcast messages from the agency buyer to ALL bidders.
	See messages regarding the status of the auction (e.g. paused,
	resumed, or extended)
A bidder CANNOT:	Send a message to other bidders of the auction.
	See messages sent to an agency by other bidders.
	See messages sent to other bidders from the agency buyer.

Chat and System Messages	Participating Bidders 5	Purchaser Status Offline	Display Time Stamp All	Messages v
Please send me				Send

Pausing and/or Resuming an Auction

If necessary, the agency buyer can pause the Live Auction bidding. In such cases, the auction status will be changed from "Active" to "Paused". A system alert will appear on the screen.



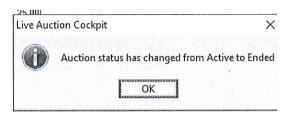
The countdown clock will not stop running while the auction is paused. The time remaining and end date / time are not affected or extended automatically.



When the agency buyer resumes the auction the auction status will be changed from "Paused" to "Active". A system alert will appear on the screen.



Once the auction has ended, a notification will display.



Attachment A

Specifications for Reach Truck Fork Lift

Narrow Aisle Reach Truck

Compliance

Yes	No No	Narrow Aisle Reach Truck Quantity: 2
Yes	No	Base Capacity: 3,500 pounds
Yes	No No	Net capacity with side shifter @270 inches: 2200 pounds (should meet
i es	- ^{INO}	or exceed)
Yes	No	Mast: 270" Maximum Fork Height
Yes	No	119" Collapsed Height
Yes	No_	71" Free Lift
Yes	No_	Tilt: 3 degrees forward, 4 degrees back
Yes	No_	Voltage: 36 volts
Yes	No	Minimum aisle requirement: 9 feet (108 inches)
Yes	No_	34" ID/45" OD Outriggers
Yes	No_	Easy access diagnostics
Yes	No_	Multi-task controller
Yes	No	Power steering
Yes	No_	Overhead guard
Yes	No_	48" load backrest
Yes	No	42" forks
Yes	No	Battery compartment rollers
Yes	No	Side shifter w/hydraulics
Yes	No	Tilting fork carriage
Yes	No	Non-Keyed on/off switch
Yes	No	Horn
Yes	No	Emergency Power Disconnect
Yes	No	350 amp battery connector
Yes	No	High speed lift cut out 12" from maximum lift (for safety)
Yes	No	Battery compartment size to accommodate an 18-125-13 battery
Yes	No	Battery size: 38 X 15 ¼ X 30 ½ inches
Yes	No	Sufficient battery must be included

Maintenance must be provided by the vendor during the agreement period. Such maintenance shall include, but not limited to, tires and wheels as well as all other services provided under industry standards.

Attachment B

Specifications for Stock Pickers

Compliance

Com	ipnance	
Yes	No_	Stock Picker Quantity: 4
Yes_	No	Base Capacity: 3,000 pounds
Yes	No	Net capacity @240 inches: 3,000 pounds (should meet or exceed)
Yes	No	Mast: 240" to 270" Maximum Fork Height
Yes	No	107" to 119" Collapsed Height
Yes	No	325" not to exceed 328" Extended height
Yes	No	Voltage: 24 volts
Yes	No	Minimum aisle requirement: 60" to 66" (5 feet to 5.5 feet)
Yes	No	Straddle width:42 inches (should not exceed)
Yes	No	Fork Length: 42 inches
Yes	No	Start up and run time diagnostics
Yes	No	Programmable performance features
Yes	No	Information Display Panel
Yes	No	Battery Discharge indicator with lift interrupt
Yes	No	Drive tire direction indicator
Yes	No	Hour meter
Yes	No	Battery compartment rollers
Yes	No	Side safety gates hinged or unhinged
Yes	No	Strobe Light
Yes	No	Non-Keyed on/off switch
Yes	No	Horn
Yes	No	Emergency Power Disconnect
Yes	No	350 amp battery connector
Yes	No	Power Steering
Yes	No_	Upper elevation travel
Yes	No_	Pallet clamp
Yes_	No_	Battery compartment size to accommodate an 12-125-15 battery
Yes	No_	Battery size: 38 X 12 – 14 max X 30 ½ inches
Yes	No_	Sufficient battery must be included

Maintenance must be provided by the vendor during the agreement period. Such maintenance shall include, but not limited to, tires and wheels as well as all other services provided under industry standards.

Attachment C

Revised Date: February 2017

RENTAL AGREEMENT FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES AND VENDORS

(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entere	ed into by and between (hereinafter referred to as
Customer), and	(neremarker referred to as
Vendor). This Agreement becomes effective upon signature by Custo precedence over all agreements and understandings between the pa hereof, agrees to rent to Customer, and Customer, by its acceptance he the equipment, including applicable software and services to render it Exhibit A, which is attached hereto and incorporated herein.	rties. Vendor, by its acceptance reof, agrees to rent from Vendor,

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- **22.** A separate Vendor Customer Number will be required for each specific customer/installation location.
- 23. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- 24. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- 25. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.
- <u>EQUIPMENT SELECTION</u>, <u>PRICES</u>, <u>AND AGREEMENT</u>: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.
- <u>SHIPPING AND TRANSPORTATION</u>: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

• <u>RISK OF LOSS OR DAMAGE TO EQUIPMENT</u>: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

• <u>DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:</u>

A. <u>DELIVERY</u>: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

- e) <u>INSTALLATION SITE</u>: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.
- f) <u>INSTALLATION DATE</u>: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.
- g) <u>ACCEPTANCE</u>: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.
- h) <u>RELOCATION</u>: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.
- 3. <u>RENTAL TERM</u>: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.
- 4. <u>OWNERSHIP</u>: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

5. PAYMENTS:

- 5. <u>INVOICING AND PAYMENTS</u>: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.
 - E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.
 - <u>PAYMODE:</u> 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 State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
- 6. <u>METER READINGS</u>: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

- C. <u>COPY CREDITS</u>: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.
- 9. <u>USE OF EQUIPMENT</u>: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

- A. <u>SERVICES</u>: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.
- B. <u>EXCLUSIONS</u>: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering;