



Invitation for Bids

The University of Mississippi Medical Center

BID NO. 7032

Invitation: Sealed bids, subject to the conditions included in this Invitation for Bid (IFB), will be received in the Office of Category Management and Procurement at the University of Mississippi Medical Center (UMMC). All bids must be received in the Office of Category Management and Procurement on or before the bid opening time and date listed herein. Delivery of bids must be during normal working hours, 8:00 a.m. to 4:30 p.m. CST, except on weekends and holidays when no delivery is possible.

Large Radio Assessment and Deployment (LRAD) Vehicle, as further described in the Specifications section of **Bid No. 7032**, needed to assist UMMC in daily operations.

NOTE: Bid No. 7032 CONTAINS MANDATORY REQUIREMENTS TO WHICH NO EXCEPTION MAY BE TAKEN.

Bid Number 7032

**Opening Date: July 23, 2019 at 2:00 p.m. CST Large
Radio Assessment and Deployment Vehicle
RFx 3160002872**

Bidders shall submit their bids either electronically or in a sealed envelope. Sealed bids should include the bid number on the face of the envelope as well as the bidder's name and address.

The following address should be used for submitting your bid:

**The University of Mississippi Medical Center
Office of Category Management and Procurement
Jackson Medical Mall, Suite 1164
350 West Woodrow Wilson
Jackson, MS 39216**

For electronic submission, the bidder should go to:

https://www.ms.gov/dfa/contract_bid_search



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I. SPECIAL INSTRUCTIONS:

1. IFB PREPARATION:

The information provided within this IFB is intended to assist Bidders in the preparation of a proper response. It is designed to provide interested Bidders with sufficient basic information to submit proposals meeting minimum requirements; it is not intended to limit a proposal's content, or to exclude any relevant or essential information or data thereof. Bidders are permitted (and encouraged) to expand upon specifications to evidence service capability under any agreement.

The Office of Category Management and Procurement of UMMC is the issuing office for this document and all subsequent addenda relating thereto. The reference number for this transaction is **Bid No. 7032**. This number **MUST** be referenced on all Bids, correspondence, and documentation relating to this IFB.

The Bidder will absorb all costs incurred in the preparation of a bid.

Bidders are responsible for examining and following all specifications, terms, conditions, and instructions in the IFB. Failure to do so will be at the Bidder's risk. Bidders may request in writing an interpretation or correction of any inconsistency or error within the invitation, which would be evident to any reasonably prudent Bidder.

All such questions, in order to be considered, must be sent via email to Lief McDonald at lmcdonald@umc.edu and Casey Bridges at cbridges@umc.edu at least (5) business days prior to the IFB closing date. Questions should be directed in writing or by email only; phone calls will not be accepted. Any unauthorized contact shall not be used as a basis for responding to this IFB and may result in the disqualification of the Bidder's submittal.

Bidders are hereby informed that only the written interpretation or correction so given by the authorized UMMC representative, as noted above, shall be binding and prospective and that no other agent, or employee of UMMC is authorized to provide information concerning, or to explain or interpret the IFB, unless otherwise notified. Such interpretations or corrections, as well as any additional provisions that UMMC may decide to include, will be issued in writing as an addendum to the IFB documents and binding on all prospective Bidders. UMMC will make addenda available to all known prospective Bidders.



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2. IFB RESPONSE OUTLINE:

Bids must be written, concise, and in the format prescribed by this IFB. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections, failure of which may be cause for rejection of Bid:

2.1 Proposal Form

The attached proposal form must be completed with Bidder's proposed Bid and contact information, as well as any and all relevant information

2.2 Distribution

At UMMC's discretion, Bidders may be required, as appropriate, to provide their product(s) through UMMC's designated partner. Contact information for the designated distribution partner will be provided as appropriate.

2.3 Price List

Pricing Information to be submitted shall include the following:

- Brand: the brand name of the products being proposed
- Model Number: the model number of the product(s) being proposed
- Description: a brief, unique description of the product(s)
- Contract Purchase Price: the maximum price to be paid by state agencies and governing authorities during the term of the contract
- Discount: the percentage discount or range of discounts, off of the published price list, being offered for the products listed
- Unit of Measure: the amount or quantity in which the commodity will be received and for which the price is based (i.e. box, case, etc.)
- Global Trade Item Numbers (GS1 GTIN preferred), or other approved FDA UDI, if applicable
- United Nations Standard Products and Services Codes (UNSPSC), if applicable

2.4 Additional Information to be Included

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



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3. CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

Bidders should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Miss. Code Ann. §§ 25-61-9 and 79-23-1 (1972, as amended). Each page of the proposal that the Bidders considers trade secrets or confidential commercial or financial information should be on a different color paper than non-confidential pages and can be marked in the upper right hand corner with the word “CONFIDENTIAL”. Failure to clearly identify trade secrets or confidential commercial or financial information will result in that information being released subject to a public records request.

UMMC is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1, *et seq.* If a public records request is made for any information provided to UMMC regarding this IFB, UMMC shall promptly notify Bidders of such request. UMMC shall not be liable to Bidders for disclosures of information required by court order or required by law. UMMC also is subject to the provision of the Mississippi Accountability and Transparency Act of 2008, Miss Code Ann. § 27-104-151, *et seq.*, and is required to provide public access to its financial information and expenditures through the Institutions of Higher Learning Accountability and Transparency website.

II. SCOPE OF WORK

The University of Mississippi Medical Center is seeking Bids for a Large Radio Assessment and Deployment (LRAD) vehicle that will support incidents that required Just in Time Training (JIT) and radio cache deployment for public safety professionals within Mississippi. This vehicle will also be utilized for emergency communication situations, as well as provide field maintenance of critical communications during deployments.

1. The Bid must include a minimum of one year warranty on vehicle and all vehicle components.
2. The Bid must not exceed \$400,000.00.

III. SPECIFICATIONS

1. General Requirements
 - 1.1 Length: Overall length of the Communication Vehicle (CV) should be between 36 and 45 feet long
 - 1.2 Height: Overall height must meet Mississippi Department of Transportation (MDOT) and federal Department of Transportation (DOT) regulations **MANDATORY**
 - 1.3 Width: Overall width must meet Mississippi Department of Transportation (MDOT) and federal DOT regulations **MANDATORY**
 - 1.4 Leveling: Vehicle should contain a one touch leveling system
 - 1.5 Paint: Must be dark blue in color (exact shade should be identified in contract negotiations) to match current vehicles in fleet, with no runs, drips, fisheyes, etc. **MANDATORY**



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1.6 Vendor should provide maintenance schedule matrix and all associated costs, to include all components of the vehicle

2. Base Vehicle Requirements

3.1 Manufacturer: Freightliner or equivalent vehicle

3.2 Chassis: M2 106, 112 or equivalent

3.3 Engine: 330 – 350 Horsepower

3.4 Fuel: Diesel **MANDATORY**

3.5 Suspension: Air Ride suspension

3.6 Transmission: Automatic **MANDATORY**

3.7 Cabin:

3.7.1 Single cab

3.7.2 Two captain's chairs with headrest. Driver's seat should be an air ride seat
MANDATORY

3.7.3 Cab should contain a passage to the body of the truck separated by a door

3.7.4 Should contain a center console capable of holding three (3) dash mount land mobile radios (LMR) and Siren controller

3.7.5 Center console should contain monitor for each side and rear camera

3.7.6 Should contain trailer brake controller

3. Vehicle Exterior Body Requirements

3.1 General

3.1.1 Framing for the walls, floor, and roof should be constructed of aluminum tubing welded at all connections and should be sufficient to accommodate all components of the designed vehicle. Vendor to provide specifications of each structural system upon submittal of proposal.

3.1.2 Exterior shell must be constructed of aluminum **MANDATORY**

3.1.3 Slide outs should be electric/hydraulic and be designed to include a flat floor transition between the Radio/Storage Conference Room and slide out

3.1.4 All cabling/wiring should be protected from chafing or abrasion. Only full length cable runs should be used for wiring/cabling

3.1.5 All emergency lighting should conform to National Fire Protection Association 1901 Emergency Lighting Standards.

3.1.6 All interior lighting should be light emitting diode (LED) 12 volts direct current (VDC)

3.1.7 Ground lighting should be mounted under vehicle body

3.1.8 Exterior LED lighting should be provided for steps area and under vehicle for ground lights **MANDATORY**

3.1.9 LED lighting should be provided in all exterior compartments **MANDATORY**

3.1.10 All compartments, interior and exterior, should be locking and should utilize the same key



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- 3.1.11 Rear and side vehicle access doors should be keyed alike but utilize a different key than storage components.
- 3.1.12 All exterior compartments and doors should have weather proof seals
- 3.1.13 Bid submission should contain Computer-Aided Design (CAD) drawings of the specific design of the proposed vehicle.
- 3.2 Curb Side:
 - 3.2.1 Should contain full body length electric awning
 - 3.2.2 Should contain a separate awning for the slide out.
 - 3.2.3 Slide out should contain built in for 80 inch monitor/television and sound bar to include Alternating Current (AC) power
 - 3.2.4 Built in area should contain one (1) video graphics array (VGA) 2 High Definition Multimedia Interface (HDMI) and two (2) Ethernet cables rounded back to the rack enclosure
 - 3.2.5 Should contain entrance door to the galley section of communications body
 - 3.2.6 Fold out steps with hand rail should be installed for safe entry and exit. Steps should be stowed in storage compartment in underside of door. No interior stepwells.
 - 3.2.7 Should contain red and white emergency lights at each corner of the body and front fender of the vehicle
 - 3.2.8 Should contain two (2) scene lights, one at front corner and one at rear corner, under the awning
 - 3.2.9 Lower storage compartments should be created where space is available
 - 3.2.10 White LED lighting should be installed directly below and along the full length of the awning for work area lighting
 - 3.2.11 Three (3) externally mounted ground fault circuit interrupter (GFCI) plugs on the communications body. One (1) for the front section, one for the center section, and one for the rear section
 - 3.2.12 Side body camera should be installed on top front of the communications body
 - 3.2.13 Include all DOT required lighting **MANDATORY**
- 3.3 Street Side
 - 3.3.1 Should contain a 24 inch width x 36 inch height exterior door centered to allow access to both equipment racks. This door should have a weatherproof cable entrance to allow the pass-through of cabling from the exterior to interior of vehicle.
 - 3.3.2 A diesel generator fueled by the base vehicle tanks should be included and should have capacity to power all features of the vehicle.
 - 3.3.2.1 Should include a transfer switch and shore power capability.
 - 3.3.2.2 Fuel tap should be positioned to allow at a minimum, one-quarter tank of fuel to allow the vehicle to be moved for refueling.
 - 3.3.3 Should contain red and white emergency lights at each corner of the body and front fender of the vehicle.
 - 3.3.4 Should contain two (2) scene lights, one at front corner and one at rear corner, mounted at the same height of the scene lights located on the curb side of the vehicle.



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- 3.3.5 Lower storage compartments should be created where space is available
- 3.3.6 Three (3) externally mounted GFCI plugs on the communications body. One (1) for the front section, one (1) for the center section, and one (1) for the rear section
- 3.3.7 Side body camera should be installed on top front of the communications body
- 3.3.8 Must include all DOT required lighting **MANDATORY**
- 3.4 Front
 - 3.4.1 Should contain siren speaker
 - 3.4.2 Should contain red and white emergency lights mounted on each side of the vehicle grille
 - 3.4.3 Should contain aerodynamic fairing
 - 3.4.4 Should contain emergency bar light mounted at the top of the communications body
 - 3.4.5 Must include all DOT lighting **MANDATORY**
- 3.5 Rear
 - 3.5.1 Should contain red and white emergency lights at each corner of the body
 - 3.5.2 Should contain 40 to 50 foot pneumatic mast with 2 new Motorola (NMO) antenna mounts and an outdoor pan-tilt-zoom (PTZ) camera. Ethernet and NMO cable connections should route back to rack area
 - 3.5.3 Should contain roof access ladder that can be accessed via the lift gate
 - 3.5.4 Should contain a hydraulic lift gate that is minimum of six (6) feet in length and four (4) feet in width to allow for loading of full length stretcher. Lift gate should raise to a level so as to be flush with interior floor.
 - 3.5.5 Lift gate should include detachable railing and steps with rails that can be attached to either curb side or street side
 - 3.5.6 A secure storage location should be provided to store railing and steps for lift gate
 - 3.5.7 Interior access door should be located between the pneumatic mast and the roof access ladder and be a minimum of three (3) feet and six (6) inches in width to allow stretcher loading and unloading
 - 3.5.8 Interior access door should be a Dutch style door that allows the top or bottom half to open independently
 - 3.5.9 The bottom half of the Dutch style door should have a foldup work surface on the interior side
 - 3.5.10 Vehicle should have a Class V hitch and trailer wiring with trailer brakes
 - 3.5.11 Two (2) scene lights should be mounted at rear of vehicle
 - 3.5.12 Must include all DOT lighting **MANDATORY**
- 3.6 Roof
 - 3.6.1 Should have ducted Heating, Ventilation, and Air Conditioning (HVAC) system(s) with a minimum 30,000 British Thermal Unit (BTU) cooling capacity and minimum of 11,000 BTU heating capacity
 - 3.6.2 Vendor should provide an automatic satellite television (TV) dish capable of both DirecTV and Dish Network



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- 3.6.3 Foldup antenna rail with 10 NMO mounts with RF-58 cable terminated to Polyphasers located in the rack enclosure. Each should be labeled on the roof as well as at the polyphaser. Polyphaser identification : three (3) 700/800 Mega Hertz (MHz), three (3) very high frequency (VHF), One (1) low band
- 3.6.4 Each antenna base on the antenna rail should have 18 inches of separation
- 3.6.5 Pre-wire and provide a structurally sound area for very small aperture terminal (VSAT) dish

4. Communication Vehicle Interior Requirements

4.1 General

- 4.1.1 Drop ceiling should be included for each section of the communications body to contain HVAC ducting for each section and cabling chase ways
- 4.1.2 Each section should have an Ethernet termination flush mounted in the ceiling
- 4.1.3 Drop ceiling should use sound dampening acoustic tiles
- 4.1.4 Drop ceiling should be installed in such a way as to maximize operational area in the communications body
- 4.1.5 Body interior should be divided in three (3) sections and each section should be divided with walls with pocket doors:
 - 4.1.5.1 Dispatch (Front)
 - 4.1.5.2 Galley (Center)
 - 4.1.5.3 Radio Storage/Conference Room (Rear)
- 4.1.6 Flooring throughout communications body should be easy to clean and slip resistant
- 4.1.7 All exposed surfaces (floors, walls, cabinets, works surfaces, etc.) should be constructed of a non-porous material.

4.2 Dispatch Section near vehicle cab

- 4.2.1 Overhead cabinets should extend the full length of the dispatch section on both curb and street sides of the vehicle
- 4.2.2 Curb side
 - 4.2.2.1 Should allow space for two (2) positions for dispatch communication equipment and include dual 24 inch monitors for each position mounted on the wall of the vehicle.
 - 4.2.2.2 Built in workstation desk should be provided and should extend the total length of the dispatch area. The workstation should be allowed to fold up and latch in place so as to conceal the wall mount
 - 4.2.2.3 Central Processing Unit (CPU) Tower mounts should be attached to the underside of workstation desk and should be flush with the wall so as to maximize available leg room
 - 4.2.2.4 Built in desk should contain cable pass through desktop surface for each position
MANDATORY
 - 4.2.2.5 Each position should contain a quad AC outlet and four (4) Ethernet terminations with cable routed back to a jack plate in the rack enclosure of the center section



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4.2.2.6 Two (2) rolling desk chairs should be provided for workstation desk with a mechanism to secure chairs during transit

4.2.3 Street Side

4.2.3.1 A workbench area with a wooden butcher block surface at bar top height should be located on the street side of the dispatch area.

4.2.3.2 Workbench area should contain two (2) cable pass-through at the rear corners of the workbench surface

4.2.3.3 One (1) five inch round LED magnifier, with at least 43 inch reach should be mounted at rear center of the workbench

4.2.3.4 Workbench area should contain two (2) Duplex AC outlets above and two (2) Duplex AC outlets below the work surface

4.2.3.5 Workbench area should contain Two (2) Dual Ethernet terminations above the work surface and (1) Dual Ethernet below the work surface

4.2.3.6 Workbench area should contain two (2) four inch by four inch (4"x4") openings for cables into the rack area, one located above and one below the work surface

4.2.3.7 Cable hangers should be installed directly below the work surface against the wall on the dispatch and workbench area

4.2.3.8 Two (2) metal bar height stools with backs should be provided in the workbench area. A mechanism to secure chairs and stools should be provided

4.3 Galley and rack section center of vehicle

4.3.1 Should contain side entry door on curb side

4.3.2 Should contain two (2) full height (42U) 19 inch racking systems

4.3.3 Rack should contain 12 VDC 100 amp rack mounted power supply

4.3.4 Rack areas should be covered with removable expanded metal cabinet doors with one and a half (1.5) inches of clearance inside to allow for racked equipment

4.3.5 Should contain galley with microwave, 120 VAC refrigerator, and 12 cup coffeemaker
MANDATORY

4.3.6 Should contain overhead and base storage cabinets adjacent to the entry door (curb side)

4.3.7 Area between overhead storage and base cabinet should be sufficient to contain a multifunction network printer and have a quad power plug and two (2) Ethernet terminations routed back to the rack enclosure

4.4 Radio storage or conference room section rear of vehicle

4.4.1 Should contain opposable slides that run the length of the rear area

4.4.2 Slide outs should contain two (2) flush mounted quad AC outlets **MANDATORY**

4.4.3 Opposable slides should be configurable for flip down bench seating or included rolling shelves (three per slide out) for radio storage that can be secured during transport
MANDATORY

4.4.4 A center removable conference table with room for eight (8) rolling desk chairs

4.4.5 A secure storage location should be provided to store removable conference table

4.4.6 Conference table should have cable pass through to allow access to power and data flush mounted in the floor



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- 4.4.7 Under the conference table, a flush mounted box containing AC power four (4) VGA cables, four (4) HDMI cables, and eight (8) Ethernet cables that are routed to the rack enclosure. This box should be hermetically sealed to prevent spills from seeping inside any of the connections
- 4.4.8 One (1) fifty inch monitor/television should be mounted above the folding bench seats on street side slide out
- 4.4.9 Monitor should have sufficient wall mount brackets and AC power flush mounted in the wall and concealed by the monitor itself.
- 4.4.10 Monitor should a One (1) VGA 2 HDMI and two (2) Ethernet cables routed back to the rack enclosure
- 4.4.11 Should contain e-track in floor of main body and slides to secure cargo **MANDATORY**

IV. BASIS OF AWARD

The award of the Bid will be determined based on a two-step evaluation process as follows:

STEP 1 – VALIDATION

The first step will be to determine if the Bid is responsive and Bidder is responsible. To be responsive, the proposal must properly address all specifications and information needed to facilitate proper evaluation, including completion of the proposal form. Bids that are found not to adhere to the specifications will be invalidated and rejected for evaluation.

STEP II – EVALUATION

The award of the Bid will be determined based on the lowest and best cost of the validated Bids as stipulated on the proposal form. Cost shall be determined as the total cost of the products requested at the quantity requested herein.

V. AWARD OF BID

The IFB will be awarded to the Bidder whose Bid, based upon the evaluation criteria listed in the scope of work of this request, is determined to be the most advantageous to UMMC and has been approved by the Mississippi Department of Finance and Administration (DFA). UMMC will issue a Notice of Intent to Award once the Bids have been evaluated.



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VI. INSTITUTIONAL OVERVIEW

UMMC is the state's only academic health science center. The 164 acre campus located in Jackson, Mississippi, includes seven health science schools: Medicine, Dentistry, Health Related Professions, Population Health, Pharmacy, and Graduate Studies. The campus houses a large research center, a general acute care teaching hospital, and three specialty teaching hospitals. UMMC is the only Level I trauma center in the State of Mississippi and has a leading role in state wide emergency and disaster preparedness efforts.

UMMC conducts business in an ethical manner and in accordance with state purchasing laws. Therefore, please indicate clearly what you, as a Bidder, propose in response to this request and how it will benefit UMMC.

VII. GENERAL INFORMATION

1. CONTRACTS

As an agency of the State, there are standard terms and conditions to which all Bidders must agree.

In addition, if the scope of work for this IFB involves the use of health information of UMMC patients, the Bidder must also sign and enter into a business associate agreement with UMMC, which can be found at www.umc.edu/contracts/forms.

The awarded Bidder may be asked to complete a vendor information packet. This information is necessary for the Bidder's information to be uploaded into UMMC's financial/business systems.

All proposals shall remain firm until the proposal has been rejected or, in the case of acceptance, until the Parties can negotiate the contract through their internal approval systems. UMMC reserves the right to reject and all proposals submitted. A contract will be awarded to the Bidder whose proposal, based upon the evaluation criteria listed in the specifications of this request, is deemed to be in the best interest of UMMC.

UMMC is governed by the Mississippi Board of Trustees of state Institutions of Higher Learning (IHL) and is subject to it approval for particular contracts. All contractual issues **MUST** be successfully negotiated with UMMC within a reasonable time from the selected Bidder's notice of award. This initial period of negotiation does not include the time necessary for obtaining approval from IHL when applicable. The contract must be based upon the proposed contract provided in and considered during the evaluation of the proposal. Failure of the Bidder to negotiate a contract within this timeframe may constitute grounds for UMMC to withdraw its award and wither begin negotiations with any other ranked Bidder of pursue other options, whichever is in the best interest of UMMC as an Institution of Higher Learning of the State of Mississippi.

In submitting a proposal, each Bidder acknowledges its understanding and acceptance of the procedures, terms and conditions contained herein, as well as of all attached documents including UMMC's Standard Terms and Conditions. Any contract that is entered into as a result of this process will be based on the contents of this



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Invitation for Bid. Therefore the contents of this IFB and your responses to it both now and during negotiations will be considered an integral part of the final contract.

A contract is not deemed final until it has been signed the Vice Chancellor of UMMC. All contract are valid only if signed the Vice Chancellor of UMMC, and Vendors will be required to sign contracts before the Vice Chancellor of UMMC. All contracts are subject to availability of funds of UMMC are contingent upon receipt by the winning Vendor of a purchase order from UMMC.

The initial contract shall be in effect for one year. The contract may be terminated by either party prior to the expiration of one year with or without cause.

1.1 RIGHTS RESERVED BY UMMC

- 1.1.1 Right to remove Vendor's employees – UMMC shall have authority to require a Contractor to remove, from the site, any employee of the Contractor who shall be deemed incompetent or detrimental to the best interests of the work of UMMC.
- 1.1.2 Right to conduct background checks/secure access – All individuals who work at any UMMC facility must have a background check in accordance with Mississippi state law. Therefore, UMMC reserves the right to required vendors whose employees will work at any UMMC facility to provide each such employee's nine (9) digit social security number. The social security number will be used to conduct the background checks. The last four digits of the social security number will also be used to provide secure access to UMMC networks, should the scope of work to be performed by the vendor require such access.
In addition, UMMC reserves the right to require vendors, whose employees will be not be physically working at any UMMC facility but who will have access to our networks to provide the last four digits of each employee's nine (9) digit social security number in order for UMMC to provide secure access into its network.
- 1.1.3 Right to award in whole or in part – UMMC reserves the right to award the Bid in whole or in part, whichever is deemed to be in the best interest of UMMC as an agency of the State of Mississippi. This IFB does not commit UMMC to contract for any requirements detailed in this document.
- 1.1.4 Right to reject any and all offers – UMMC reserves the right to reject any or all offers and to waive informalities in the proposal received. UMMC may deem proposals which meet any of the following criteria as nonresponsive and therefore disqualify the proposal/Bidder from consideration:
 - Failure to follow specifications and instructions contained in the IFB;
 - Failure to meet the announced requirements of UMMC in some material respect;
 - Submission of a response that alters or limits terms contained in the IFB; or



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- Submission of a response that UMMC deems to be unreasonable in terms, cost, etc.
- 1.1.5 Right to disclose Proposal Form – UMMC reserves the right to disclose the Bidder's Bid Proposal Form in response to a Public Records Request.
- 1.1.6 Right to share Award amount and successful Bidder's name – UMMC reserves the right to disclose the winning amount and successful Bidder's name to all responding Bidder's.
- 1.1.7 Right to withdraw Award – UMMC reserves the right to withdraw any Award resulting from the IFB if, in its sole discretion, it would be in UMMC's best interest.

1.2 REQUIRED TERMS AND CONDITIONS

Any contract entered into between UMMC and a Bidder shall include the required clauses found in the Attachments of this BID. Attachments A and B must be signed and returned with the proposal.

1.3 ATTACHMENTS

The attachments to this Invitation for Bid are made a part of this Invitation for Bid as if copied herein in words and figures.

2. USE OF SUBCONTRACTORS

No subcontractor shall be used without the prior written consent of UMMC.

3. REGISTRATION WITH VENDORMATE AND MAGIC

At the time the contract is awarded, the selected Bidder becomes a vendor of UMMC. All vendors are required to register with the UMMC vendor credentialing system, GHX VendorMate, which requires a fee for registration at the expense of the vendor. GHX Vendor Mate registration can be completed on line at <https://registersupplier.ghx.com/reg/network/vendor>.

Vendors will be expected to register with the Department of Finance and Administration (DFA) for purchases for all State agencies. Registration can be completed online at <http://www.dfa.state.ms.us>.

4. COMMUNICATIONS WITH THE STATE

From the issue date of this IFB until a Bidder is selected for award and such selection is announced, neither Bidders nor their representatives may communicate either orally or in writing regarding this IFB with any



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statewide elected official, state officer or employee member of the legislature or exception as noted herein. This directive is meant to ensure fair and unbiased selection of a Bidder. To ensure equal treatment of each responding Bidder, all questions regarding this IFB must be submitted in writing to the contact persons listed in Section 1, Subsection A, of this IFB.



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By signing below, the Bidder Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this Invitation for Bid, 7032, Large Radio Assessment and Deployment Vehicle (LVAD), and the attachments herein;
2. That the Bidder meets all requirements and acknowledges all certifications contained in this Invitation for Bid, 7032, and the attachments herein;
3. That the Bidder agrees to all provisions of this Invitation for Bid, 7032 and attachments herein;
4. That the Bidder has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Invitation for Bid.

Printed Name: _____

Signature/Date: _____



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ATTACHMENT A

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER STANDARD TERMS AND CONDITIONS ADDENDUM

This Addendum ("Addendum") constitutes an amendment or supplement and is hereby incorporated into the _____ by and between the University of Mississippi Medical Center ("UMMC"), a Mississippi governmental entity, and the following party:

Name _____
Address _____ City _____ State _____ Zip _____
Tax ID# _____

(the above party is hereinafter referred to as "Vendor").

Notwithstanding anything contained in Vendor's terms and conditions, in any agreement by and between Vendor and UMMC, or in any quotation, voucher, or purchase order which this Addendum accompanies or to which it is attached (hereinafter collectively referred to as the "Agreement"), in the event of any conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall control. By executing this Addendum, and/or by accepting UMMC's purchase order and/or by supplying the goods and services which are the subject matter of the Agreement without objection, Vendor expressly agrees to be bound by the terms of this Addendum; expressly acknowledges that the terms of this Addendum supersede the terms of any Agreement which this Addendum accompanies or to which it is attached; and expressly acknowledges that no agreement, or understanding, oral or written, which purports to modify the terms of this Addendum, whether such be contained in any of Vendor's prior or subsequent receipts, invoices, quotations, order confirmations, purchase orders, click-through agreement, terms and conditions on a website, shipping forms or any other documents, shall be binding on UMMC.

- 1. Term; No Automatic Renewals.** The term of the Agreement shall be for the term stated in the Agreement itself. However, if no term is stated in the Agreement, the Agreement shall expire one (1) year from the date of the Agreement or purchase order, whichever is later. Any reference to any automatic renewals in the Agreement is hereby deleted in its entirety, and the parties expressly acknowledge that the Agreement is for one term only, and does not automatically renew itself for successive terms. All renewals must be in writing and agreed to by both parties. UMMC may terminate the Agreement upon not less than thirty (30) days written notice to the Vendor. Any reference to early termination charges, fees, or penalties, is hereby deleted in its entirety, and the parties expressly acknowledge that no early termination charges, fees, or penalties will apply.
- 2. Shipping.** The shipping term is FOB UMMC's Destination. The proper delivery address is the address stated on the purchase order. UMMC reserves the right to utilize a third party logistics company of UMMC's choice and UMMC's logistics shipping account therewith. Should UMMC elect to assert this right, it will provide thirty (30) days' prior written notice to Vendor. Thereafter, shipping will be FOB shipping point, with freight paid by Vendor to UMMC's preferred third party logistics company.
- 3. Payment/Invoicing.** Payment shall not occur until all services, deliverables, and/or goods to be provided under the Agreement have been fully provided to UMMC's satisfaction. Continuance of any UMMC contract is based upon the availability of funds. Should there be no funds available, the contract will be cancelled with no further obligation on the part of UMMC. Any property covered by a lease shall be returned to the lessor. No invoice shall be considered past due or late until the 45th day after receipt and no late payment fees or penalties shall apply in excess of those prescribed by law. All invoices shall be sent via email to: AP-invoices@umc.edu. Any questions regarding invoices should be directed to AP-statements@umc.edu. All payments shall be made in United States currency.
- 4. Assignment; No Third-Party Beneficiaries.** Neither party may assign its rights under the Agreement or delegate its duties under the Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or another manner, without the prior written consent of the other party, such consent to not be unreasonably withheld. Any purported assignment of rights in violation of this Section is void. The Agreement does not and is not intended to confer any rights or remedies upon any persons other than the parties hereto.
- 5. Non-Solicitation.** Each party agrees that it may hire employees or contractors of the other party without such other party's prior written consent thereto through general solicitations not targeted at such persons.
- 6. Insurance.** Vendor shall maintain commercial general liability insurance in a commercially reasonable amount sufficient and necessary to cover the scope of services of the Agreement. If the Agreement requires Vendor to provide professional services, Vendor shall also maintain professional liability insurance covering itself, its employees, agents, professional employees and representatives in the minimum amounts of \$1 Million per occurrence/ \$3 Million aggregate annually. Upon request, Vendor shall provide proof of insurance to UMMC. UMMC is self-insured under the Mississippi Tort Claims Act. Any provisions of the Agreement which require UMMC to obtain or maintain insurance are hereby deleted in their entirety. Any provisions of the Agreement which require UMMC to name Vendor as an additional insured are hereby deleted in their entirety.
- 7. Governing Law; Venue.** The Agreement and this Addendum are governed and controlled by all applicable laws, ordinances, rules and regulations of the State of Mississippi. All suits, claims, cases, controversies, actions, disputes, complaints and/or orders to show cause related to; arising from; in connection with; or to construe or enforce the terms thereof shall be governed by the laws of the State of Mississippi, without regard to its conflicts of law principles. Any provision contained in the Agreement which purports to set venue outside of the State of Mississippi is hereby deleted in its entirety.
- 8. Returns/Cancellations.** UMMC may cancel the order for any goods, equipment, products or materials prior to shipment or return after shipment, without any liability to Vendor for such cancellation or return other than the actual direct cost incurred by Vendor in beginning to process, ship, and/or restock such order, which is evidenced by documentation satisfactory to UMMC. In no event, however, shall such cancellation or return cost charged by Vendor exceed 15% of the purchase price of the cancelled or returned goods, equipment, products or materials. In UMMC's sole discretion, Vendor shall issue a refund for the returned order via check or account credit. Any unused credit after 90 days must be refunded via check to UMMC Accounts Payable, 2500 N. State Street, Jackson, MS 39216.
- 9. Attorneys Fees, Collection Costs, and Damages.** Any provisions of the Agreement which require the prevailing party, and/or require UMMC to pay Vendor any attorney fees and/or collection costs are hereby deleted in their entirety. Any provisions of the Agreement which require payment of liquidated damages by UMMC are hereby deleted in their entirety.
- 10. Use of Trademarks.** Vendor shall not use any UMMC trademark, service mark, logo, symbol, design, device, name or other mark without



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- the express written consent of UMMC which has been executed by a duly authorized UMMC officer and which specifically details the permitted uses of such by Vendor.
11. **Expenses.** All expenses in excess of \$500 must be pre-approved in writing by UMMC, and reimbursement requests must be accompanied by receipts or documentation satisfactory to UMMC evidencing such expense. If any expenses in excess of \$500 are not pre-approved by UMMC, or if any of the documentation of any such expenses is not satisfactory to UMMC, UMMC shall not be responsible to reimburse Vendor for the same. Vendor must abide by the University of Mississippi Medical Center's current Travel and Expense Policy, a copy of which may be found at www.umm.edu/Contracts/Resources-Forms.html.
 12. **Audit Requests.** Vendor must give reasonable prior notice to UMMC's Office of Integrity and Compliance in order to obtain approval to review UMMC records at Vendor's expense, such authorization shall not be unreasonably withheld.
 13. **Education About False Claims Recovery Act.** Vendor acknowledges receipt of UMMC's "Education About False Claims Recovery Act", which may be found at www.umm.edu/Contracts/Resources-Forms.html; agrees to abide by same in its business with UMMC; and agrees to provide same to its employees performing services under the Agreement.
 14. **Discounts/ Rebates.** If Vendor is providing UMMC any discounts or rebates which are required to be reported to Medicaid, Medicare or any other federal or state health care program, Vendor shall fully and accurately report such discount on all invoices, coupons or statements submitted to UMMC. Vendor will refrain from doing anything which would impede UMMC from meeting its discount reporting obligations, and will indemnify and hold UMMC harmless from any claim asserted against UMMC by Medicaid, Medicare or any other federal or state health care program, or any state or the federal government related to, connected to, or arising from Vendor's failure to abide by the terms of this paragraph.
 15. **Record Retention.** If a party carries out any of the duties of the Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract will contain a clause to the effect that, until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization will make available, upon written request of the Secretary of HHS, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.
 16. **Representations of Vendor.** Vendor represents and warrants that Vendor, its officers, directors and employees (a) are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs; (b) have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, (c) are not, nor have ever been included on the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons list; and (d) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Vendor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs. These shall be ongoing representations and warranties during the term of the Agreement and Vendor shall immediately notify UMMC of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give UMMC the right to terminate the Agreement immediately for cause.
 17. **Compliance with Applicable Laws.** The parties believe the Agreement avoids any element of inappropriate reimbursement for services as currently provided under federal or state law. Nothing in the Agreement shall be construed as a promise or obligation on the part of either party to refer patients or business to the other party. The parties agree to comply with all applicable local, state, and federal laws, rules, and regulations.
 18. **Change in Law.** (i) If during the term hereof any Change of Law (defined below) results in an Adverse Consequence (defined below), the parties agree to make reasonable revisions to the Agreement to avoid such Adverse Consequences while seeking to maintain the parties as close as possible to their original positions despite such revisions. Upon notice by one party to another of such Change of Law, the parties agree that they shall attempt to resolve the matter within thirty (30) days of such notice. If the parties cannot agree upon renegotiated terms hereunder within such 30-day period, then the Agreement will terminate immediately upon written notice by one party to the other of an inability to agree. (ii) As used herein, "Change of Law" shall mean: (A) any new legislation enacted by the federal government or the government of Mississippi; (B) any new third party payor or governmental agency law, rule, regulation or guideline; or (C) any judicial order or decree. (iii) As used herein, "Adverse Consequence" shall mean a Change of Law that prohibits, restricts, limits or otherwise affects either party's rights or obligations hereunder in a material manner or otherwise makes it desirable to restructure the relationship established hereunder because of material legal consequences, including loss of tax exempt status, expected to result from such Change of Law.
 19. **Patient Records and Confidentiality.** Vendor agrees to execute, upon UMMC's request, a Business Associate Agreement ("BAA") in form satisfactory to UMMC. All medical records and materials relating to patients shall be and remain the property of UMMC. UMMC may utilize its own business records and the information contained therein for whatever purposes it so chooses. The parties acknowledge that Mississippi state law as to public records and transparency governs the Agreement.
 20. **Independent Contractor.** It is understood by the parties that Vendor, including its employees, is an independent contractor and is not an employee or agent of UMMC. Vendor understands and agrees that neither it nor its employees performing services hereunder shall be entitled to any of the rights, fringe benefits and privileges established for UMMC's employees. Vendor retains sole and absolute discretion, control and judgment in the manner and means of carrying out its assignments. Vendor and its employees shall at all times be acting as and deemed to be independent contractors. Nothing contained in the Agreement shall be construed to create a partnership, joint venture, agency or employment relationship between Vendor and UMMC. UMMC shall have no responsibility for any of Vendor's debts, liabilities or other obligations or for the intentional, reckless, negligent or unlawful acts or omissions of Vendor or Vendor's employees or agents. In addition, Vendor may not bind UMMC in any way whatsoever with respect to third parties. If the Agreement requires Vendor to provide on-site services to UMMC, Vendor shall comply with UMMC's applicable policies and procedures for facility access for any persons performing services on-site at UMMC.
 21. **Tax-Exempt Status.** Pursuant to Mississippi law, UMMC is exempt from state sales and use taxes. UMMC will not pay excise, personal property, income, value added, or other similar taxes.
 22. **Equal Opportunity Employer.** During the performance of any contract with UMMC, Vendor agrees to be bound by provisions of Civil Rights Act of 1964 (as amended), the Rehabilitation Act of 1973 (as amended), Executive Order 11246, and the Veterans Readjustment Act of 1972 (as amended).
 23. **Employment Protection Act.** Vendor 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 of 1972 (as amended).
 24. **Force Majeure.** In the event of a Force Majeure Event, the non-performing party is excused from whatever performance is prevented by the Force Majeure Event to the extent prevented and satisfying whatever conditions precedent that cannot be satisfied. When the non-performing party is able to resume performance of its obligations under this Addendum or satisfy the conditions precedent to the performing party's obligations, it shall immediately give the performing party written notice to that effect and shall resume performance under this Addendum no later than five (5) working days after the notice is delivered. "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that meets all three of the following tests: (a) The act or event prevents a party in whole or in part from performing its obligations



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under this Addendum; or satisfying any conditions to the performing party's obligations under this Addendum; (b) The act or event is beyond the reasonable control of and not the fault of the non-performing party; and (c) The non-performing party has been unable to avoid or overcome the act or event by the exercise of due diligence. A Force Majeure Event excludes economic hardship, changes in market conditions, or insufficiency of funds.

25. **Notice.** Copies of all notices to UMMC shall also be sent to: University of Mississippi Medical Center, Office of the General Counsel, 2500 North State Street, Jackson, MS, 39216, via certified mail, return receipt requested, or overnight courier.
26. **Waiver.** No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any further or other exercise thereof or the exercise of any other right, power or remedy. Any provisions of the Agreement which require UMMC to waive any cause of action it may have against Vendor or any other party on account of any loss/damage insured by an insurance policy are hereby deleted in their entirety.
27. **Execution.** The Agreement and this Addendum may be executed in counterparts, each of which shall be deemed an original, but together shall constitute one and the same instrument. By signing the Agreement and this Addendum, each signatory represents that he or she has the authority to bind his or her respective party to the Agreement and this Addendum.
28. **Governmental Entity.** Vendor recognizes and acknowledges that UMMC, as a political subdivision of the State of Mississippi, is entering the Agreement, including the provisions thereof, only to the extent authorized by Mississippi law, including the opinions of the Mississippi Attorney General. Any provision of the Agreement that is in any respect not authorized by or is inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, is invalid.
29. **Severability.** If any provision of the Agreement shall be deemed to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
30. **Entire Agreement.** The Agreement, this Addendum, and any other documents which may be incorporated therein by reference, constitute the entire agreement of the parties with respect to the subject matter herein. Any other agreements or understandings, whether written or oral, are hereby superseded, with the exception of an NDA or BAA, if any. The terms of the Agreement and this Addendum shall solely govern the rights and obligations of the parties with respect to the subject matter herein. Any modification to the Agreement or this Addendum shall only be effective if it is in writing and signed by a duly authorized representative of Vendor, and an authorized signatory of UMMC.
31. **Additional Information.** Additional information regarding doing business with UMMC, including documents referenced herein, may be found at www.ummcc.edu/Contracts/Resources-Forms.html.

SPECIAL TERMS APPLICABLE TO SOFTWARE:

32. **Software License.** Vendor grants to UMMC a perpetual, royalty-free, irrevocable license to use for UMMC's internal business only any software which may be installed in the equipment and/or other software provided by Vendor and any associated documentation provided by Vendor to UMMC. UMMC may permit its employees, agents and independent contractors to use the software and any associated Documentation (as defined below).
33. **Software Warranty.** Vendor warrants that (i) the licensed software will perform substantially in accordance with the applicable Documentation (as defined herein) or as represented by Vendor, (ii) it has not inserted any Disabling Code (as defined herein) into the licensed software and

(iii) it will use reasonable commercial efforts consistent with industry standards to scan for and remove any software viruses before installation of the equipment purchased hereunder. Vendor warrants that it has the right to license or sublicense the Software to UMMC for the purposes and subject to the terms and conditions set forth herein. As used in this warranty statement, (i) "Disabling Code" means computer code that is designed to delete, interfere with, or disable the normal operation of the purchased product; provided, however, that code included in the licensed software that prevents use outside of the license scope purchased for the software will not be deemed to be Disabling Code and (ii) "Documentation" means the Vendor user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by Vendor to UMMC.

34. **Infringement.** (A) Vendor represents that it has full right to sell or license to UMMC the software, the products or the use thereof, and that all such software or products are delivered free of any liens, encumbrances or rightful claim for any infringement of any United States copyright, patent, trade secret or trademark. Vendor further warrants that the licensed software or product will not infringe any patent, copyright, trade secret or trademark. Vendor agrees to indemnify and hold UMMC harmless from any and all third party claims of infringement relating to UMMC's use of the products sold hereunder, including but not limited to paying all defense costs and attorney's fees, and any judgments. (B) If the use of any element of the licensed software is enjoined as a result of any claim arising out of a breach of this warranty, Vendor will, at its option and expense, either secure for UMMC the right to continue to use the allegedly infringing product, or to replace or modify the product so that it is no longer infringing, provided the product continues to materially perform the same function(s) as originally desired by UMMC and otherwise conforms to the warranty hereunder. In the event Vendor fails to do either of the foregoing, Vendor shall refund to UMMC the full purchase price of all products purchased hereunder.
35. **Data Extraction.** Within ninety (90) days of the termination of the Agreement, Vendor agrees to allow UMMC to migrate any stored UMMC data from Vendor's software. Upon expiration or earlier termination of the Agreement, Vendor agrees that UMMC may elect to have Vendor migrate the data to a UMMC computer at no cost to UMMC, or for Vendor to provide the data to UMMC in another form which is acceptable to UMMC at no cost to UMMC.
36. **Accessibility.** Vendor represents and warrants that the software complies with the accessibility guidelines of Section 508 of the Rehabilitation Act of 1973 and the Web Content Accessibility Guidelines (WCAG) Version 2.0 Level AA, and agrees to provide written documentation verifying accessibility, to promptly respond to and resolve accessibility complaints received from UMMC, and to indemnify and hold UMMC harmless in the event of claims arising from inaccessibility.

Accepted and agreed to on behalf of Vendor:

Date: _____

Name: _____

Title: _____

Accepted and agreed to on behalf of
University of Mississippi Medical Center:

Date: _____

Name: _____

Title: _____



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ATTACHMENT B

BID# 7032 PROPOSAL FORM

Date: _____

Proposal From: _____
(Bidder)

Office of Category Management and Procurement
Jackson Medical Mall, Suite 1164
350 West Woodrow Wilson
Jackson, Mississippi 39216-4505

RE: *University of Mississippi Medical Center
Large Radio Assessment and Deployment (LRAD) Vehicle
IFB # 7032*

Having carefully examined the Bid Documents and all addenda, I, the undersigned, propose to furnish all products, materials, and services required by the Bid Documents in accordance with the conditions of said Bid Documents for the sums set forth below:

BASE BID: \$ _____

Certification of Authority to Sell:

The Bidder is certified with Mississippi Secretary of State Office and is authorized to sell, deliver items or perform services within the state of Mississippi (yes/no answer required)

____ Yes
____ No

Provide Mississippi Business Identification Number: _____

I (We) agree to hold our bid open for acceptance for one year from the date of bid opening. I (We) agree that this Proposal Form may be disclosed in full in response to a public records request. I(We) agree that if I(we) are the winning Bidder, the Base Bid above and our name shall be disclosed to all responding Bidders in the Notice of Award.

I (We) attest that I (we) are either a manufacturer or an authorized distributor/reseller of the commodities and/or equipment for which UMMC is seeking bids. If I (we) are a distributor/reseller, I (we) have included documentation with this bid proposal documenting that I(we) are an authorized distributor/reseller of said commodities/equipment.

Our Corporation is chartered under the laws of the State of _____, and the names, titles and business addresses of the principal officers are as follows:

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____



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(TO BE FILLED IN IF A PARTNERSHIP)

Our Partnership is composed of the following individuals:

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

Please provide directions for sending notice of acceptance of the bid (mail, email, delivery, etc.)

EMAIL: _____

TITLE: _____

SIGNATURE: _____



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ATTACHMENT C

The Department of Homeland Security Standard Terms and Conditions 2018

The FY 2018 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2018. The DHS financial assistance awards terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#) as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations, Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission, recipients are only required to submit updates. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The United States has the right to seek judicial enforcement of these obligations.

Acknowledgment of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.



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The Department of Homeland Security Standard Terms and Conditions 2018

Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([Title 42 U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. ([42 U.S.C. §§ 12101–12213](#)).

Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

Civil Rights Act of 1968

Recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See [42 U.S.C. § 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. § 100.201](#).)

Copyright

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; [41 U.S.C. 8101](#)).



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Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#).

Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act ([42 U.S.C. § 6201](#)) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act ([31 U.S.C. § 3729-3733](#)) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.)

Federal Debt Status

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. § 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 [amendment](#) to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, ([15 U.S.C. § 2225a](#)), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, ([15 U.S.C. § 2225](#)).



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The Department of Homeland Security Standard Terms and Conditions 2018

Limited English Proficiency (*Civil Rights Act of 1964, Title VI*)

Recipients must comply with the *Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.)* prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Lobbying Prohibitions

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

National Environmental Policy Act

Recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at [37 C.F.R. § 401.14](#).

Procurement of Recovered Materials

Recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.



Invitation for Bids

The University of Mississippi Medical Center

BID NO. 7032

The Department of Homeland Security Standard Terms and Conditions 2018

Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, ([29 U.S.C. § 794](#)), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XI](#), the full text of which is incorporated here by reference in the award terms and conditions.

Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Terrorist Financing

Recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by [22 U.S.C. § 7104](#). The award term is located at [2 C.F.R. § 175.15](#), the full text of which is incorporated here by reference.

Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#).

USA Patriot Act of 2001

Recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends [18 U.S.C. §§ 175–175c](#).

Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C. § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).