



INVITATION FOR BID

No. 44729

ONLINE PAYMENT MANAGEMENT SYSTEM

**BID DUE DATE AND TIME:**

March 18, 2019 (2:00 PM, CST)

**SUBMITTAL LOCATION:**

Alcorn State University  
Office of Purchasing  
1000 ASU Drive #509  
Alcorn State, MS 39096

## 1.0 General

### 1.01 Schedule of Events:

Invitation for Bid Issue Date	February 27, 2019
Deadline for Request for Clarification or Change	March 11, 2019
Bid Due Date and Time	March 18, 2019

This Schedule of Events is subject to change. Any Changes will be made through the issuance of Written Addenda.

### 1.02 Pre-Bid Conference:

A Pre-Bid Conference will not be held.

### 1.03 Issuing Office:

The Purchasing department of Alcorn State University (ASU) is the issuing office and is the sole point of contact for this invitation for Bid. Address all concerns or questions regarding this Invitation for Bid to the Purchasing Agent identified below:

#### 1.04 Purchasing Agent:

Name: Mertha George  
Title: Purchasing Agent  
Telephone: 601-877-6154  
Fax: 601-877-6217  
Email: mgeorge@alcorn.edu

### 1.05 Definitions:

As used in this invitation for Bid, the terms set forth below are defined as follows:

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Invitation for Bid.
- b. "Exhibits" means those documents which are attached to and incorporated as part of the Invitation for Bid.
- c. "Bid" means an offer, binding on the Bidder and submitted in response to an Invitation for Bid.
- d. "Bidder" means an entity that submits a Bid in response to an Invitation for Bid.
- e. "Bid Due Date and Time" means the date and time specified in the Invitation for Bid as the deadline for submitting Bids.
- f. "Invitation for Bid" (IFB) means a Solicitation Document for the solicitation of competitive, written, signed and sealed Bids in which Specifications, price, and delivery (or project completion) are the predominant award criteria.
- g. "Responsible" means capability in all respects to perform fully the contract requirements.
- h. "Responsive" means a Bid that has substantially complied in all material respects with the criteria outlined in the Invitation for Bid.
- i. "Written or Writing" means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

### 1.06 Terms and Conditions:

Alcorn State University's terms and conditions governing the purchase resulting from this IFB are included in Exhibit A.

## 2.0 Introduction

Alcorn State University (ASU) Office of Purchasing is seeking Responsive Responsible Bidders to submit Bids for a complete online Payment Management system that will include Ellucian Banner integration, and advanced reporting.

The system MUST provide the following:

- Secure online payment
- Accept major credit/debit cards and ACH
- Seamless integration with Ellucian Banner
- Mobile Friendly web access
- Presentation of bills and balances
- Off-campus transaction capability

Alcorn State University is long-time customer of TouchNet. Bids from competing vendors must include any applicable implementation, programming and any applicable on-site training cost to convert the University to their solution.

**This IFB is for FIVE YEARS of software and related support. Bidders must provide itemized pricing for years 1 through 5. Option for an additional 5-year term will be contingent on performance in the initial term and upon approval from the Mississippi Institutions of Higher Learning Board.**

## 3.0 Specifications / Statement of Work

### 3.01 General

- 3.01.1 Software, Hardware and Related Support options must be detailed in Price Bid Form, Exhibit D. Any brochures, additional options, and/or descriptions may be attached as need. It is strongly recommended that the bidder includes any information they deem vital for the University to make an accurate determination of their proposed solution's capabilities and any features distinguishing it from the competition.
- 3.01.2 Contract includes all labor, integrations, project management, supervision, coordination, etc., necessary to complete the installation of a complete and operational system
- 3.01.3 Must provide delivery and installation timelines and schedule.

### 3.02 Electronic Billing

- 3.02.1 Must provide a system for presenting students with a statement of their AR account using real-time data from Ellucian Banner
- 3.02.2 Must provide access to account history, activity, past statements and past payments
- 3.02.3 Must provide seamless login experience through Banner
- 3.02.4 Must provide real-time posting of payments back to Banner AR
- 3.02.5 Does the proposed solution provide login and/or view logs for reporting?
- 3.02.6 Does the proposed solution provide for scheduled and/or re-occurring billing
- 3.02.7 Does the proposed solution provide email and/or text notifications?
- 3.02.8 Describe features of proposed solution at separate it from the competition

### 3.03 eCommence

### 3.03.1 Online Payments

- 3.03.1.1 Solution to allow Campus websites and applications to accept secure payments online.
- 3.03.1.2 Must Allow custom and third-party applications the ability to hand-off payment processing and return a status
- 3.03.1.3 Must maintain separate accounting and reporting per integration
- 3.03.1.4 Must Allow for branding and minimal customization
- 3.03.1.5 How many individual payment pages does your solution entitle to the University

### 3.03.2 Online Stores

- 3.03.2.1 Solution to provide full ecommerce storefront/shopping cart
- 3.03.2.2 Must provide simple, user-friendly interface for non-IT University personnel to:
  - 3.03.2.2.1 Add items and pricing
  - 3.03.2.2.2 Handle discounts
  - 3.03.2.2.3 Track Inventory
  - 3.03.2.2.4 Shipping Options
- 3.03.2.3 Must accept multiple payment types

## 3.04 **Transaction Fees**

- 3.04.1 Provide a listing of ALL per transaction fees to the University beyond the licensing and support cost
- 3.04.2 Provide a listing of ALL per transaction fees to the clients (students, faculty and staff)

## 3.05 **Operating Environment:**

### 3.05.1 Server System Environment

- 3.05.1.1 The University is looking for a turnkey Cloud hosted solution
- 3.05.1.2 Solution must provide a Production and Test Environment
- 3.05.1.3 Explain to which extent the proposed operating environment meets the following qualifications:
  - 3.05.1.3.1 Hosted in a tier-rated datacenter
  - 3.05.1.3.2 PCI-DSS Compliant
  - 3.05.1.3.3 Meet PA-DSS Security requirements.
  - 3.05.1.3.4 Provide 24x7 monitoring
  - 3.05.1.3.5 Physical security and access control

### 3.05.2 Client Access

- 3.05.2.1 The solution must provide access to the full set of licensed capabilities through current popular web browsers, including, but not limited to: Internet Explorer, Edge, Chrome and Firefox
- 3.05.2.2 Users must be able to access the same through mobile browsers on Android, Microsoft and Apple mobile devices
- 3.05.2.3 Client access must be secured (encrypted) at all times PII or financial data is entered or exchanged.

### 3.05.3 Administrative Access and Management:

- 3.05.3.1 System must provide for an person login and password for all administrative users
- 3.05.3.2 Administrative users should have differing levels of access based on their role and assignable permissions. Describe.

3.05.3.3 System must maintain activity logs for all system changes and operations for all users in an auditable format available to the University.

3.05.4 System integration – Describe the capabilities of your software to integrate with existing campus commerce applications such as bookstore, print management and what/if any customization is required to do so. Describe what processes are in place to ensure compatibility with these applications as new versions are released.

3.05.4.1 Student Information System (Ellucian Banner)

3.05.4.2 Banking/Electronic Funds Transfer

3.05.4.3 Bookstore Systems

3.05.4.4 Library Systems

3.05.4.5 Inventory Management Systems

3.05.4.6 Student Tracking Systems

3.05.4.7 Pharos Uniprint

3.05.5 Reporting

3.05.5.1 Describe the reporting capabilities of the proposed solution specifically addressing the following:

3.05.5.1.1 Number and types of standard reports,

3.05.5.1.2 And role-base security.

### **3.06 Branding**

3.06.1 The proposed solution must allow for customization of client facing forms and dialogs to reflect the branding, colors and fonts of Alcorn State University. Describe options and attach a sample comparison of a stock and customized display.

### **3.07 Optional Components**

The University is interested in the following services. Please describe your firm's offering, if any, and price a solution tailored to Alcorn State University. The University will consider these options if needed during the contract period:

3.07.1 Integrated Point of Sale

3.07.1.1 Cashiering solution for onsite payments

3.07.1.2 Solution must integrate with Proposed solutions and Ellucian Banner

3.07.1.3 Must provide options and cost for POS hardware and EMV card readers

3.07.2 Refund disbursement

3.07.2.1 Solution for managing the student refund process

3.07.2.2 Must be Title IV compliant

3.07.2.3 Must Provide for ACH and paper check disbursement

3.07.3 1098 Management

3.07.3.1 Solution to provide online access to 1098 form

3.07.3.2 Must provide option for delivery of paper document

3.07.3.3 Must handle reporting to the IRS

3.07.4 Electronic Payment clearing and Transaction Processing

3.07.4.1 The University currently completes ACH and Credit/Debit transactions and reconciliation manually outside of the online payment processes.

3.07.4.2 Must provide transaction settlement and return handling

- 3.07.4.3 Must integrate with Banner AR
- 3.07.4.4 Provide a schedule of fees associated with this service
- 3.07.4.5 Describe reporting and management interfaces

#### **4.0 Bidder Qualifications**

##### **4.01 Minimum Qualifications**

In order to qualify as a Responsive Bidder, the bidder needs to meet the minimum qualifications below.

- a. Must respond to all points of section 3 of this IFB
- b. Authorized Agent to bid in Price Bid Form, Exhibit D

#### **5.0 Required Submittals**

##### **5.01 Quantity of Bid:**

Submit one (1) original Bid and two (2) duplicate copies. Mark original Bid as "Original". Original should contain original(live) signatures on any pages where a signature is required. Bids should contain the submittals listed in this section below.

##### **5.02 Required Submittals:**

It is the Bidder's sole responsibility to submit information in fulfillment of the requirements of this invitation for Bid. If pertinent information or required submittals are not included within the Bid, it may cause the Bid to be rejected.

Bidder should submit the following information:

- Description of how the goods or services offered specifically meet the required specifications described in section 3.
- Detailed information about how the Bidder meets the minimum qualification detailed in Section 4.
- Exhibit B, Reference, fully completed.
- Exhibit C, Company Profile/Financial Stability
- Exhibit D, Bid Price Form, fully completed.

#### **6.0 Evaluation and Award**

##### **6.01 Evaluation:**

Bids will be evaluated to determine the lowest Responsive Responsible Bidder based upon the invitation for Bid, Exhibits, and Addenda.

##### **6.02 Investigation of References:**

Alcorn reserves the right to investigate and to consider the references and the past performance of any Bidder with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. Alcorn further reserves the right to consider past performance, historical information and facts, whether gained from the Bid, interviews, references, Alcorn or any other source. Alcorn may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

## **7.0 Instructions to Bidders**

### **7.01 Applicable Statutes and Rules:**

This IFB is subject to the applicable provisions and requirements of The State of Mississippi statutes and Alcorn State University Policies and Procedures.

### **7.03 Requests for Clarification or Change:**

Requests for clarification or change of the invitation for Bid must be in Writing and received by the Purchasing Agent no later than the Deadline for Request for Clarification or Change as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Bidder's request. Alcorn will consider all timely requests, and if acceptable to Alcorn, amend the Invitation for Bid by issuing an Addendum. Envelopes, e-mails or faxes containing requests should be clearly marked as a Request for Clarification or Change and include the IFB Number and Title

### **7.04 Addenda:**

Only documents issued as Written Addenda by Purchasing Agent serve to change the invitation to Bid in any way. No other direction received by the Bidder, written or verbal, serves to change the Invitation to Bid. Purchasing Agent will notify potential Bidders through publication of the Addenda by email. Bidders are not required to return Addenda with their Bid. However, Bidders are responsible for obtaining and incorporating any changes made by the Addendum with their Bid. Failure to do may, in effect, make the Bid Non-Responsive, which may cause the Bid to be rejected.

### **7.05 Preparation and Signature:**

All Required Submittals must be Written or prepared in Ink and signed in ink by an authorized representative with authority to bind the Bidder. Signature certifies that the Bidder has read, fully understands, and agrees to be bound by the invitation for Bid and all Exhibits and Addenda to the Invitation for Bid.

### **7.06 Public Record:**

Notwithstanding any provision to the contrary contained herein, it is recognized that University is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, 25-61-1, et seq., Miss Code Ann. If a public records request is made for any information provided to University pursuant to this agreement, University shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by court order or required by law.

### **7.07 Submission:**

Bids must be submitted in a sealed envelope and be delivered to the Submittal location listed on the invitation for Bid cover sheet no later than the Bid Due Date and Time. Bidder must specify on the outside of the envelope the Invitation for Bid number, the Invitation for Bid title and the Bid Due Date and Time. **E-Mail or Facsimile Bids Will Not Be Accepted.**

### **7.08 Modification:**

Prior to submittal, Bidders should initial modifications or erasures in ink by the person signing the Bid. After submittal but prior to the Bid Due Date and Time, Bids may be modified by submitting a written notice indicating the modifications and a statement that the modification

amends and supersedes the prior Bid. After the Bid Due Date and Time, Bidders may not modify their Bid.

**7.09 Withdrawals:**

A Bidder may withdraw their Bid by submitting a written notice to the Purchasing Agent identified in this invitation for Bid prior to the Bid Due Date and Time. The Written notice must be on the Bidder's letterhead and signed by an authorized representative of the Bidder. The Bidder, or authorized representative of the Bidder, may also withdraw their Bid in person prior to the Bid Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Bid satisfactory to Alcorn State University.

**7.10 Late Submittals:**

Bids and Written notices of modification or withdrawal must be received no later than the Bid Due Date and Time.

**7.11 Bid Opening:**

Bids will be opened immediately following the Bid Due Date and Time at the Submittal Location. Bidder may attend the Bid opening. The name of each bidder, the bid price, and such other information as is deemed appropriate by the University Purchase Agent, shall be read aloud or otherwise made available.

**7.12 Bids are Offers:**

The Bid is the Bidder's offer to enter into a Contract pursuant to the terms and conditions specified in the Invitation to Bid, its Exhibits, and Addenda. The offer is binding on the Bidder for one hundred twenty (120) days. ASU's award of the Contract constitutes acceptance of the offer and binds the Bidder. The Bid must be a complete offer and fully Responsive to the Invitation to Bid.

**7.13 Contingent Bids:**

Bidder shall not make its Bid contingent upon ASU's acceptance of specifications or contract terms that conflict with or are in addition to those in the invitation to Bid, its Exhibits, or Addenda.

**7.14 Right to Reject:**

ASU may reject, in whole or in part, any Bid not in compliance with the Invitation to Bid, Exhibits, or Addenda, if upon ASU's written finding that is in the public interest to do so. ASU may reject all Bids for good cause. If upon ASU's written finding that is in the public interest to do so. Notification of rejection of all Bids, along with the good cause justification and finding of public interest, will be sent to all who submitted a Bid.

**7.15 Awards:**

ASU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. ASU reserves the right to delete any item from the award when deemed to be in the best interest of ASU.

**7.16 Bid Results:**

A notice of intent to award containing the Bid results will be issued to all Bidders. The Bid file will be available for Bidder's review during the protest period at the Purchasing Department. Bidders must make an appointment with the Purchasing Agent to view the Bid file. After the protest period the file will be available by making a Public Records Request to ASU.



**7.17 Bid Preparation Cost:**

ASU is not liable for costs incurred by the Bidder during the Invitation to Bid process.

**7.18 Bid Cancellation:**

If an Invitation to Bid is cancelled prior to the Bid Due Date and Time, all Bids that may have already been received will be returned to the Bidders. If an Invitation to Bid is cancelled after the Bid Due Date and Time or all Bids are rejected, the Bids received will be retained and become part of ASU's permanent Bid File.

**7.19 Protest of Contractor Selection, Contract Award**

Any Bidder who feels adversely affected or aggrieved may submit a protest within seven (7) calendar days after ASU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Invitation for Bid number and title.

**EXHIBIT A**  
**ALCORN STATE UNIVERSITY**  
**STANDARD TERMS AND CONDITIONS ADDENDUM**

This Addendum (“Addendum”) between Alcorn State University (“ASU”), a governmental entity, and \_\_\_\_\_ (“Contractor”), entered into on \_\_\_ day of \_\_\_\_\_, 201\_\_\_, constitutes an amendment or supplement to the \_\_\_\_\_ (including any other agreements incorporated therein) and is hereby incorporated into said Agreement. Notwithstanding anything to the contrary contained in any agreement by and between Contractor and ASU, and in the event of any conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall control. The terms of this Addendum may only be amended by a writing which specifically references this Addendum, and is signed by both parties.

1. **Conflict.** Any terms in the Agreement which purport to modify or are in conflict with the terms of this Addendum are hereby deleted, and replaced with the terms in this Addendum.
2. **Time for Payment.** ASU will make payments for all amounts owed under the Agreement no later than forty-five (45) days after receipt of the invoice and receipt, inspection and approval of the goods or services in accordance with Miss. Code Ann. § 31-7-305. No invoice shall be considered past due or late until the 45th day after receipt in accord with Miss. Code Ann. § 31-7-305(3). ASU makes no prepayments for services or products. See Miss. Op. Att’y Gen., Meadows (August 18, 2008).
3. **Assignment.** Neither party may assign its rights under the Agreement or delegate its duties under the Agreement without the prior written consent of the other party, such consent to not be unreasonably withheld.
4. **Insurance.** Any references to ASU’s requirement to buy insurance are deleted. ASU is self-insured and will not be required to purchase casualty and liability insurance. ASU may furnish a certificate of self-insurance pursuant to the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-17.
5. **Limitations on Liability.** Pursuant to Miss. Code Ann. § 11-7-18 and notwithstanding anything contained in the Agreement to the contrary, no limitations on liability on the part of Contractor shall apply to any claims for compensatory damages to real or tangible personal property or to third party claims for death or bodily injury asserted against Contractor directly or by way of contribution to the extent such property damage, death or bodily injury was proximately caused by the negligence or willful misconduct of Contractor or its employees or agents. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement shall limit Contractor’s liability to ASU or any third parties as a result of Contractor’s breach of the Agreement, or Contractor’s own negligence or willful misconduct. See Miss. Op. Att’y Gen., Long (February 27, 2009).
6. **Governing Law.** ASU Agreements are governed by and interpreted under the laws of the State of Mississippi without reference to conflicts of law provisions of the Mississippi Code of 1972. If in the opinion of any court of competent jurisdiction such Agreement and provisions are not authorized, or are inconsistent in any respect with Federal and/or Mississippi law, such court shall have the authority, if possible, to read the provisions or modify the Agreement, provision or provisions to be consistent with Federal and Mississippi law, and to enforce the

remainder of these covenants as so amended. See Miss. Const. Art 4 § 100. See also Miss. Op. Att’y Gen., Nowak (November 18, 2005).

**7. Limitations on Actions/Jury Trial.** Notwithstanding anything contained in the Agreement to the contrary, the statute of limitations under applicable law shall solely govern the time for the commencement of all lawsuits. See Miss. Op. Att’y Gen., Davis (March 3, 1993). Any language in the Agreement waiving or in any way limiting ASU’s right to file any appropriate action is hereby deleted.

**8. Limitations on Remedies.** Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement shall limit ASU’s remedies. Any limitations of remedies contained in the Agreement are deleted in their entirety.

**9. No Named Insureds.** Any provisions of the Agreement which require ASU to name Contractor as an additional named insured are hereby deleted in their entirety.

**10. Availability of Funds.** Continuance of any ASU Agreement is based on availability of funds. Should there be no funds available for any succeeding funding period, the Agreement will be cancelled as of the end of the funding period with no further obligation on the part of ASU. Any property covered by a lease shall be returned to the Contractor.

**11. Arbitration.** Any provisions of the Agreement which refer to, require, or contain the words “arbitration” and/or “mediation” are hereby deleted in their entirety. See Miss. Op. Att’y Gen., Conerly (February 5, 1999).

**12. Late Charges.** Any provisions of the Agreement which require ASU to pay Contractor any late charges are governed by Miss. Code Ann. § 31-7-305. See also Miss. Op. Att’y Gen., Pearson (November 22, 1993).

**13. 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.

**14. Attorneys’ Fees and Collection Costs.** Any provisions of the Agreement which require the prevailing party, and/or require ASU to pay Contractor any attorneys’ fees and/or collection costs are hereby deleted in their entirety. See Miss. Op. Att’y Gen., Stringer (January 25, 2006).

**15. Severability.** If any provision of this Addendum shall be determined by a court of competent jurisdiction 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 Addendum 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.

**16. Penalties.** Any language requiring ASU to pay any penalties is deleted in its entirety. ASU does not agree to pay any extra compensation, fees or allowances after services rendered or contract made, or to make any payment not authorized by law.

17. **Waiver of Subrogation.** Any language requiring ASU to waive any cause of action it may have against Contractor or any other party on account of any loss/damage insured by an insurance policy is hereby deleted in its entirety.

18. **Warranty.** Contractor warrants that the goods and/or services provided hereunder shall be free from defects, and performed in a first class, workmanlike fashion. Any limitations of warranties, including warranties of merchantability and fitness for a particular use, contained in the Agreement are deleted in their entirety. See Miss. Op. Att'y Gen., Davis (March 3, 1993).

19. **Indemnification.** Contractor shall indemnify, defend and hold ASU harmless from any and all claims, actions, lawsuits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, resulting from or arising out of Contractor's breach of the Agreement and/or the negligence or willful misconduct of Contractor or its employees or agents. Any provisions of the Agreement which require ASU to indemnify Contractor or any other third parties in any way are deleted in their entirety. See Miss. Op. Att'y Gen., Stringer (January 25, 2006). ASU shall only be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties with ASU to the degree and within the parameters required under the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1, *et seq.* ASU is an entity of the State of Mississippi and is afforded the protection of limited sovereign immunity pursuant to Miss. Code Ann. § 11-46-1, *et seq.*, and any action against ASU shall be filed in accordance with and subject to the limitations contained therein.

20. **Confidentiality.** Notwithstanding any provision to the contrary contained herein, it is recognized that ASU 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 ASU pursuant to the Agreement, ASU shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

It is also recognized that ASU is subject to the provisions 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.

21. **Independent Contractor.** It is understood by the parties that Contractor is an independent contractor and not an employee or agent of ASU. Contractor retains sole and absolute discretion, control and judgment in the manner and means of carrying out its assignments. Contractor shall comply with ASU's Human Resource Department's applicable policies and procedures including pre-employment screening. Contractor 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 ASU's employees, if any, including, but not limited to, the following: retirement benefits, medical insurance coverage, life insurance coverage, health insurance, disability insurance coverage, severance pay benefits, PTO, overtime pay, etc. Contractor understands and agrees that ASU will not pay or withhold from the compensation paid to Contractor pursuant to the Agreement any sums customarily paid or withheld for or on behalf of employees for income tax, unemployment insurance, social security, or payment pursuant to any law or governmental requirement, and all such payments as may be required by law are the sole responsibility of Contractor. Contractor agrees to indemnify and hold ASU harmless from and against any such payments or liabilities for which Contractor may become liable with respect to such matters.

**22. Entire Agreement.** This Addendum; any other documents or writings which it accompanies, or to which it is attached (as amended by 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. The terms of this Addendum; any other documents or writings which it accompanies or to which it is attached (as amended by this Addendum), shall solely govern the rights and obligations of the parties with respect to the subject matter herein. Any modification to the Agreement shall only be effective if it is in writing and signed by both parties.

**23. Tax-Exempt Governmental Entity.** Pursuant to Miss. Code Ann. § 27-65-1, *et seq.*, and 27-67-1, *et seq.*, ASU and other state institutions are exempt from state sales and use taxes. Likewise, ASU will not pay excise or personal property taxes. If the Contractor is liable for such taxes, Contractor shall take such into consideration in pricing. It is Contractor's responsibility to contact local taxing authorities in the state and county where equipment will be located to determine possible tax liabilities in connection therewith.

**24. No Assignment; No Third-Party Beneficiaries.** Except as provided in Paragraph 3, above, no party may assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or another manner. Any purported assignment of rights in violation of this Section is void. This Agreement binds and benefits the parties and their respective permitted successors and assigns. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

**25. Equal Opportunity Employer.** ASU is an equal opportunity employer. ASU does business with organizations that are in compliance with Title VII of the 1964 Civil Rights Act (as amended). During the performance of any contract with ASU, Contractor agrees to be bound by provisions of Civil Rights Act of 1964 (as amended), the Rehabilitation Act of 1973 (as amended), and the Veterans Readjustment Act of 1972 (as amended).

**26. E-Verify.** Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, *et seq.*, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable

for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**27. Force Majeure.** "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 under this Agreement; or satisfying any conditions to the performing party's obligations under this Agreement; (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. Notwithstanding anything to the contrary in the Agreement or otherwise, a Force Majeure Event excludes economic hardship, changes in market conditions, or insufficiency of funds. If a Force Majeure Event occurs, 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 Agreement 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 Agreement no later than five (5) working days after the notice is delivered. This provision is the exclusive remedy available to the non-performing party with respect to a Force Majeure Event. See Miss. Code Ann. § 75-2-617.

**28. Governmental Entity.** Contractor recognizes and acknowledges that University, as a political subdivision of the State of Mississippi, is entering this 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.

Accepted and agreed to on behalf of Contractor:  
\_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to on behalf of ASU:  
\_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT B REFERENCES

### REFERENCE 1:

Company: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Website: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Goods or Services Provided: \_\_\_\_\_

### REFERENCE 2:

Company: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Website: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Goods or Services Provided: \_\_\_\_\_

### REFERENCE 3:

Company: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Website: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Goods or Services Provided: \_\_\_\_\_

## **EXHIBIT C**

### **COMPANY PROFILE/FINANCIAL STABILITY**

In addition to the core technical requirements of the vendor response, the University will review whether the vendor has the financial stability, viability, and capacity to perform the services under the contract for the term of the contract. Please respond as appropriate to the below questions and include any additional information you feel necessary to ensure the University of your firms stability.

1. Please state the legal name of your firm.
2. How many years have you been in business?
3. Please describe the type of organization/ownership structure including all partner companies and subsidiary relationships.
4. Please state you Tax ID Number and your Dun and Bradstreet number.
5. What is the size of your workforce? Is the trend expanding or decreasing?
6. Has your company been involved in any re-organization, acquisition or merger within the past three years?
7. Is your company currently for sale or involved in any transaction to expand, merge or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
8. Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with the University.
9. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
10. Please provide a report attesting to the financial stability of the company



**EXHIBIT D  
PRICE BID FORM**

Please include on this form the bid totals for mandatory software, licensing and support. Attach itemized software, licensing, support, and options pricing separately.

Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Bid Total:	

**Vendor Signature:**

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_