REQUEST FOR BIDS/PROPOSALS COVERSHEET

THE UNIVERSITY OF SOUTHERN MISSISSIPPI
Procurement and Contract Services
118 College Drive #5003, Hattiesburg, Mississippi 39406-0001

Date: September 5, 2018

Bid No. 19-05

THE UNIVERSITY OF SOUTHERN MISSISSIPPI is considering the purchase of the following item(s). We ask that you submit your bid and retain one copy for your files. Right is reserved to accept or reject any part of your bid. Your quotation will be given consideration if received in Bond Hall, Room 214 on or before:

2:00 p.m. CST

September 25, 2018

Buyer: Jessica Turner

NOTE: If you cannot quote on the exact material shown, please indicate any exception giving brand name and complete specifications of any alternate. If additional space is required, use a separate sheet or letter of transmittal.

ITEM QUANTITY

RFx #3160002500

DESCRIPTION

Bid 19-05 Autonomous Underwater Vehicle

PROPOSAL MUST BE RETURNED TO THE UNIVERSITY IN ACCORDANCE WITH THE SPECIFICATIONS. RFP NUMBER AND DATE OF BID OPENING MUST BE SHOWN ON THE OUTSIDE OF THE ENVELOPE IF USING THAT METHOD.

We quote you as above-F.O.B. The University of Southern Mississippi. Shipment can be made in ________ days from receipt of order. DATE TERMS

Return quotation to Procurement Services at above address.

Signature Required

AA/EOE/ADA
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS FOR BIDS/PROPOSALS

1.) Failure to examine any drawings, specifications, and instructions will be at bidder’s risk.

2.) Samples of items when called for must be furnished free of expense and if not destroyed in testing, will, upon request, be returned at the bidder’s expense. Request for the return of samples must be made within ten (10) days following opening bids. Each individual sample must be labeled with bidder’s name and manufacturer’s brand name and number.

3.) Bids must be signed and sealed with bidder’s name and address on the outside of the envelope, and the time and date of the bid opening and the bid file number shown in the lower-left corner of the packages; envelopes, express mailing labels, boxes, etc.

4.) In order for your bid to be considered, it must be received and time stamped in our office by 2:00 P.M. of the bid opening date. It is the responsibility of the vendor to ensure their bid is received within the appointed time. If your bid package is not received in Bond Hall, Room 214, by 2:00 P.M. of the bid opening date, it will not be considered.

If you are delivering your bid, you need to hand carry the bid package to:

The University of Southern Mississippi
Procurement Services
Bond Hall, Room 214
Hattiesburg, Mississippi

If you are mailing your bid package via U.S. Postal Service, mail to:

The University of Southern Mississippi
Procurement Services
118 College Drive #5003
Hattiesburg, MS 39406-0001

If you are express mailing your bid package via Federal Express or UPS, or any other delivery service which requires the use of a physical address, deliver to:

The University of Southern Mississippi
Receiving Department
2609 West 4th Street
Hattiesburg, MS 39401
5.) Bids or proposals shall not be modified, corrected, altered, or amended after the specified closing time and the opening of such bids, unless otherwise noted in the request for bids or proposals.

6.) The University of Southern Mississippi reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidders, to accept any items on the bid. If the bidder fails to state the time within which bids must be accepted, it is understood and agreed that The University of Southern Mississippi shall have 60 days to accept. The University of Southern Mississippi reserves the right to make an award to this bid on an all or none basis, or on a line by line basis, whichever serves the best interest of The University of Southern Mississippi.

7.) Contracts and purchases will be made or entered into with the lowest, responsible bidder meeting specifications.

8.) A written purchase order or contract award mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or in part without the written consent of The University of Southern Mississippi.

9.) Bid files may be examined during normal working hours by bid participants. Non-participants will be prohibited from obtaining any information relative to the bid until the official award has been made.

10.) If purchase orders or contracts are canceled because of the awarded vendor’s failure to perform or request for price increase, that vendor shall be removed from our bidders’ list for a period of 24 months.

11.) No addendum will be issued within a period of two (2) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the two-day period prior to the bid opening, the bid date will be reset giving bidders ample time to answer the addendum.

12.) Alternate bids, unless specifically requested or allowed, will not be considered.

13.) Bid openings will be conducted open to the public. However, they will serve only to open the bids. No discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied at the bid opening. After the close of the bid opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by bidders. Proposal openings are not required to be open to the public; however, the resulting award is open for public inspection.

14.) Prices quoted shall be firm for the term of the contract or for the stated time of
acceptance.

15.) The bidder understands that The University of Southern Mississippi is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other such discrimination; and the bidder, by signing this bid, agrees during the term of agreement that the bidder will strictly adhere to this policy in its employment practices and provision of products or services.

16.) Bidders must upon request of The University of Southern Mississippi furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The University of Southern Mississippi reserves the right to make the final determination as to the bidder’s ability.

17.) Questions or problems arising from bid procedures should be directed to the Buyer listed on the solicitation at:

The University of Southern Mississippi
118 College Drive #5003
Hattiesburg, MS 39406-0001
Phone: (601) 266-4131

18.) All items must equal or exceed the specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used.

19.) It is the intent of the specifications to obtain a product that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective bidder to review the entire Invitation to Bid packet and to notify The University of Southern Mississippi if the Specifications, Instructions, General, or Special Conditions are formulated in a manner which would unnecessarily restrict competition.

20.) It shall be incumbent upon the bidders to understand the specifications. Any requests for clarifications shall be in writing and shall be submitted to our Procurement Services office at least five (5) days prior to the time and date set for the bid opening, unless otherwise noted in the bid or proposal specifications.

21.) The minimum specifications are used to set a standard and in no case are used with the intention to discriminate against any manufacturer. Bidders should note the name and the manufacturer and model number of the product they propose to furnish and submit descriptive literature.

22.) Trade names, brand names, and/or manufacturer’s information used in these specifications are for the purpose of establishing quality, unless otherwise noted. Bids on
products of other qualified manufacturers are acceptable, provided they are demonstrated as equal to those specified in construction, design and suitability. Each bidder shall submit with his bid a complete brochure with pictures on each item and shall point out specifically any deviations from the specified items. Failure to do so may disqualify any bid. Please bid as specified or an approved equal.

23.) A copy of the manufacturer’s standard guarantee/warranty shall accompany and become a part of this bid.

24.) There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government contract price without any liability as The University of Southern Mississippi is exempt from the provisions of the Robinson-Patman Act and other related laws. In addition, the U.S. Government has no provisions in any of its purchasing arrangements with bidders whereby a lower price to The University of Southern Mississippi must automatically be given to the U.S. Government.

25.) All invoices, unless noted otherwise, are to be billed to:

The University of Southern Mississippi
Accounts Payable
118 College Drive #5104
Hattiesburg, MS 39406-0001

26.) All equipment bid shall be of current production and of the latest design and construction.

27.) Where all, or part(s), of the bid is requested on a unit price basis, both the unit prices and the extension of the unit prices constitute a basis of determining the lowest responsible and responsive bidder. In cases of error in the extension of price, the unit price will govern.

28.) Should the University of Southern Mississippi close due to inclement weather conditions, or any other unforeseen events on the bid opening date, sealed bids will open the following business day at the same time and location.

29.) As an alternative to traditional sealed bids in envelopes, the University of Southern Mississippi is capable of receiving electronic bid responses. While this option is available, it is not required and we ask that all potential respondents keep in mind that with any electronic system there could be delays or glitches with the submission process; therefore the University highly encourages traditional sealed bids which are either mailed or submitted in person. Should a vendor choose to submit their response electronically, please follow the instructions below using the following website: https://www.ms.gov/dfa/contract_bid_search/Home/Sell. On this site you will find helpful links to procurement opportunities, as well as a link to supplier registration. If not already registered in this system, potential bidders will first need to click on ‘Supplier
Registration’ and follow the steps outlined (a one-time process). Once registered, they can return to the original website and click on ‘Procurement Opportunities’ where they can either search by keyword for the bid they desire to respond to or leave the search box blank and click ‘Search’ for a listing of all current bids and proposals for the various State of Mississippi offices.

With regard to construction bids, there is one additional step required during the bid submission process. Along with the bid response and other attachments, contractors will also need to attach their Certificate of Responsibility (COR), or a statement that the bid enclosed does not exceed Fifty Thousand Dollars ($50,000.00). If their COR or such statement is not attached, the bid will be invalid and not considered.

AA/EOE/ADAI
The University of Southern Mississippi
Request for Bid # 19-05
SPECIFICATION FOR AUTONOMOUS UNDERWATER VEHICLE

I. Background

The University of Southern Mississippi (USM) has received funding to develop capabilities for the characterization of the near shore / surf zone via Autonomous Underwater Vehicles (AUV). For this reason, USM is seeking to purchase an AUV capable of operating in the surf zone while gathering bathymetry data. Furthermore, the AUV needs to be customizable to enable the development of a deployable payload.

II. Purpose

A key goal is the purchase of a beach deployable AUV. The AUV will be used to characterize the sea floor near or in the littoral/surf zone via Side Scan Sonar (SSS). Furthermore, USM will develop the capability to deploy sensor packages from the AUV. For this reason, the AUV will need to provide a customizable payload section. USM will purchase and own the AUV.

III. General Performance Specification

The vehicle shall perform bathymetric surveys in coastal waters in depths ranging from 1 to 50 meters and in water temperature ranging from 0º C to 35º C. The vehicle shall have the mission of acoustically mapping the seafloor using interferometric side scan sonar with no gap in the nadir reign. To accomplish the mission, the vehicle shall be able to maintain accurate geographical reference throughout the survey area. The vehicle will have a customizable payload section carrying a secondary control board that is capable of interfacing with the AUVs main controller and payload. This control board shall provide full controller all vehicle functions as well as sensor data in real time. The customizable payload section should provide the option for a through-hull bulkhead electrical or pipe connection that will be utilized by USM to integrate an external release to deploy a payload. The application of this vehicle requires derivation of the prevailing sea state using onboard sensors (pressure/depth, altitude, and motion). This derivation requires that the vehicle incorporate a high accuracy pressure sensor. The specific method to determine the sea state will be developed by USM. The vehicle size and weight shall enable easy launch and retrieval from the beach or small vessels by a single person without the need for specialized equipment. The vehicle shall be sufficiently robust to be operated and maintained in the field with minimal technical support. The vehicle shall have a modular and open design as to be customizable by USM. Customization will include hardware as well as mission behavior.

IV. Required Specification
The following specifications are to ensure that the vehicle will perform the tasks necessary to satisfy the project’s objectives. Any deviation from the following specifications must be explained and justified. Table 1 provides a summary of basic vehicle characteristics and required specifications. The following sections provide more detailed requirements.
# Vehicle Characteristics

<table>
<thead>
<tr>
<th>Specification</th>
<th>Vehicle Characteristics</th>
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<tbody>
<tr>
<td>Maximum Depth 100 meters or greater with 1.5 safety factor</td>
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<tr>
<td>Speed Range Minimum of 0.5 to 2.5 meters/second (1-5 knots)</td>
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<td>Vehicle power Rechargeable Lithium Ion or Lithium Polymer Batteries. Hot swap of battery packs to reduce turnaround time is desired or maximum recharging time less than 12 hours.</td>
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<tr>
<td>Endurance Minimum of 6 hours at cruising speed of 2-3 knots with all onboard sensors, communication, and navigation equipment on line.</td>
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<tr>
<td>Data Storage Data storage capacity shall provide the capability to store all data from all sensors and equipment listed in this bid specification while operating for 6 continuous hours.</td>
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<tr>
<td>Additional Payload Section Payload section with secondary CPU and bulkhead connection to outside of the vehicle. See section IV.A.7 for detail.</td>
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<tr>
<td>Operational Salinity Range 0-40 ppt (via ballast adjusting)</td>
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<tr>
<td>Operational Temperature Range -0°C to +35°C</td>
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<tr>
<td>Transportation Temperature Range -10°C to +45°C</td>
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<tr>
<td>Navigation Equipment Sensors Integrated IMU/DVL/GPS</td>
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<tr>
<td>High Accuracy Pressure Transducer Highly accurate pressure transducer with range to max vehicle depth rating and an accuracy of at least 0.01% of the range.</td>
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<td>Underwater Communication Acoustic locating pinger and option to upgrade to acoustic underwater modem.</td>
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<tr>
<td>Surface Communication RF radio modem with minimum range of 200 m</td>
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<tr>
<td>Oceanographic Sound Velocity Sensor or CTD Sound Velocity Precision +/- 0.006 m/s</td>
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<tr>
<td>Side Scan Sonar High-resolution interferometric side scan sonar, dual frequency 600/1600 kHz with 600 kHz bathymetry system with no nadir gap</td>
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<tr>
<td>Time Synchronization All sensors, navigation equipment, and data collection devices shall be time synchronized with each other.</td>
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</tr>
<tr>
<td>Acoustic Management All acoustic sensors on the vehicle and support vessel shall have acoustic management to avoid interference between systems.</td>
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### Table 1

#### A. Basic Vehicle

1. Maximum Operating Depth shall be 100 meters or greater with a built in 1.5 safety factor for the entire vehicle including all sensors.
2. Velocity of the AUV shall be variable over the range of 0.5 to 2.5 m/s (0.5 to 5.0 knots) or better.

3. Endurance: The vehicle shall be capable to autonomously collect data and operate for a minimum of 6 hours at a standard survey speed of 2-3 knots. The vehicle must be able to supply power for 6 hours of data collection by all navigation equipment and each of the sensors specified in Section IV.E. (all sensors used simultaneously). The vehicle shall be powered by rechargeable lithium ion or lithium polymer batteries. Optional changeable battery packs that are swapped on the support vessel to minimize turnaround time are preferred; otherwise, turnaround time to recharge the battery pack in the vehicle between deployments must be 12 hours or less. Operators on the support vessel must be able to monitor the vehicle’s power consumption and reserve at all times via the RF radio modem while at the surface and via the optional acoustic modem while the AUV is submerged (if installed). See specifics in Section IV.E.

4. The vehicle shall have data storage capability for 6 hours of continuous run time with all vehicle sensors and equipment operating. This includes all required and optional equipment described in this specification.

5. Directional control of the AUV shall be capable of allowing the vehicle to conduct linear transects or detailed surveys of specific areas by “mowing the grass” grid patterns. The vehicle shall be capable of either following changing bathymetry by maintaining a preprogrammed altitude above the seabed or level flight at a preprogrammed depth.

6. Powering the AUV on and off shall be done without opening the AUV. The AUV shall have a connection in the hull to allow external power and communications to be connected for data downloading and lab testing. This connection or another shall be provided for charging of the internal batteries. If these connectors are exposed, they shall have a waterproof closure mechanism. Alternatively, communication can be established wirelessly but an option for fast data download of sensor data needs to be provided.

7. The AUV shall have a swappable and customizable payload section with an integrated secondary control board (remote helm). The remote helm shall have full access to all vehicle parameters and controls as well as to the installed sensors in real time. The controller’s architecture shall be open and programmable via software modules such as ROS and MOOS. A full list of commands to control all functions of the AUV via the remote helm will be provided by the vendor. Means of through the hull electrical and pipe bulkhead connections shall be provided. The bulkhead connections will be used for the release of an externally mounted payload.

8. The AUV shall be modular in design to allow the unit to be broken down into sections for shipping/transport. Foam lined transportation cases designed to support the enclosed equipment shall be provided.

B. Control

1. Programming the AUV’s survey path, setup of sensor parameters, data transfer from the AUV and monitoring the status of the AUV setup shall be done via a PC based field operation console. A graphical user interface (GUI) shall be
provided with a selection of settings via parameter selection and not via command input at a prompt. The GUI shall provide a minimum of:

a. Parameter entry of the mission plan, automatic error checking to be performed on all aspects of the planned mission, and warning messages if any mission parameters are conflicting.
b. A map view showing the planned mission for review.

2. Connecting the vehicle to the field operation console for programming, configuration or data download shall not require opening the vehicle’s hull. If this connection is exposed, then it should have a waterproof closure.

3. All sensor data shall be time stamped and be exportable into a format that is directly importable into a scientific computing/spreadsheet software such as Matlab/Excel.

C. Navigation

The AUV’s primary navigation is a key factor in being able to meet the navigation accuracy and precision requirements. The primary navigation equipment on the AUV shall consist of an integrated Doppler Velocity Log (DVL), an Inertial Measurement Unit (IMU) with Kalman filter that provides positioning drift of no more than 3% of the range traveled with a 95% confidence, and a GPS unit that provides GPS fixes when the vehicle is on the surface. The AUV shall have the option to integrate a fiber optic Inertial Navigation System (INS). In combination with the optional fiber optic INS the navigation accuracy will be 0.05% of the range traveled. The vendor will provide a quote for this optional INS to be added later.

D. Safety Features

1. The AUV shall have a means of self-aborting the mission while it is in the water due to abnormal readings or set points from key systems monitored within the vehicle that will result in immediate surfacing of the vehicle. Abnormal readings, which lead to a self-abort of the mission, will include but are not limited to water intrusion, low battery, pressure abnormalities, and other obviously erroneous sensor readings.

2. The AUV shall have the ability to receive mission commands during the mission while on the surface via the RF modem and via the optional acoustic modem while submerged. Vehicle commands required, but not limited to, are to abort mission, navigational corrections, ability to turn sensors on or off, etc.

3. The AUV shall have an acoustic locating pinger that is independent of vehicle power so that the vehicle can be located in the event that the vehicle becomes entangled and must be recovered or suffers catastrophic power failure.

4. The AUV shall have a strobe light that can be activated when the vehicle is on the surface from the support vessel or that automatically enables when the vehicle is shallower than a predetermined set depth.
E. Communications

1. The AUV shall have an Iridium satellite communications system for long-range/emergency control and locating.
2. The AUV shall have an RF Radio modem for surface communications. The vendor also will supply a field operation console capable of communicating with and tracking the vehicle via the RF radio link.
3. The AUV shall have the option to be equipped with an underwater acoustic modem. The modem shall have a communications capability of 50 b/sec-5 kb/sec (depending on environment, range, acceptable noise levels, and mission needs) that has an effective range of at least one and a half times the vehicles designed maximum depth. The field operations console and installed software will be able to communicate with the AUV via the optional acoustic modem.

F. Sensors

The following sensors must be included on the vehicle and must be time synchronized and spatially referenced with data from other sensors and the positioning/navigational data.

1. Fully integrated digital, dual frequency interferometric side scan sonar 600/1600 kHz with 600 kHz bathymetry system. The system shall be able to attain 100% coverage, including nadir, of 35 meters on each side with high frequency and 150 meters on the low frequency.
2. The vehicle shall have the option to be fitted with a high precision pressure transducer with range capability to the vehicle’s depth rating. The transducer shall be able to provide accuracy to at least 0.01% of full scale. The vendor shall provide pricing for the optional installation of a pressure sensor, which meets or exceeds the specifications above.
3. An oceanographic sound velocity sensor or CTD sensor from which the sound velocity can be determined with a precision of +/- 0.006 m/s.

G. Acoustic Management

All acoustic navigation equipment, sonars, and communication equipment on the vehicle and support vessel shall have acoustic management to avoid interference between systems.

V. Software

A. The vendor shall provide a mission planning and management software. This software must allow the user to plan the AUV mission from a graphical user interface and must be capable of displaying the position of the vehicle as tracked during the mission by radio or acoustic means. Both mission planning and vehicle-tracking information must be overlaid graphically on a chart/map.
B. The vendor will provide software to produce georeferenced image files from the sonar and bathymetry data.
C. The vendor will provide a means of reviewing vehicle performance after completion of a mission. Software must be provided for displaying and assessing vehicle
performance, or the vehicle logs must be accessible in a documented format such that in-house analysis may be performed.

**VI. Transportation of Equipment**

The equipment will be transported to various sites where it will be mobilized or returned to the vendor for repairs, and as such needs to be easily transportable. Ground and air transportation will require that the AUV will be disassembled into components that will fit into padded shipping cases provided by the vendor.

**VII. AUV Deployment and Recovery**

The ability to recover and deploy the AUV from a large variety of vessel sizes as well as from the shore is a key capability of the intended vehicle. The AUV will need to be beach and vessel deployable without the need for specialized launch and recovery equipment. Therefore, vendors must assume that the AUV will be deployed and recovered by hand with minimal equipment.

**VIII. Warranty Services**

At a minimum, the Contractor shall provide Software/Hardware Warranty support for one year from acceptance. Longer warranty periods are preferred.

The Vendor shall agree to repair, adjust, and/or replace (as determined by the University to be in its best interest) any defective materials at the Vendor and/or manufacturers’ sole cost. The University will incur no costs for service or replacement of materials during the warranty period.

The Vendor will be the sole point of contact for warranty issues.

**IX. Documentation**

The Contractor shall provide Operations and Maintenance manuals to USM. Documentation provided shall include, but not be limited to the following:

A. Theory of operation  
B. Operating procedures  
C. Interfacing instructions with connector pin outs  
D. Complete wiring schematics to the component level  
E. Troubleshooting and maintenance procedures  
F. Parts lists with manufacturer's original part numbers  
G. Drawing of boards showing component placement  
H. IPB (Isometric Parts Breakout) drawings showing how all parts, especially mechanical parts, relate to one another.  
I. Documentation of the various software packages
X. Other

The vendor shall provide a “field repair kit” containing a set of parts, which can be expected to need periodic replacement while operating the vehicle in the field. Included in the kit will be all tools to accomplish this task. A field case to transport the kit must be supplied by the vendor.

The vendor shall supply lists and pricing for spare parts necessary to repair and maintain the AUV for a period of at least two (2) years. USM reserves the right to purchase some or all items within the first year of operation of the vehicle after acceptance. The list shall include, but not be limited to:

A. Electronics parts to the component level
B. Spare circuit boards including digital and analog subassemblies
C. Sensors and electronic parts associated with them.
D. Power components
E. Mechanical parts to the component level, such as casing, fins, propellers, cages for electronics, mechanical connections, etc.

XI. Training

The vendor shall provide training on the operation, software, maintenance and troubleshooting of the AUV for a minimum of six persons at the vendor’s location or some other agreed upon site. This must include at least one actual deployment & recovery of the system as well as mission planning and basic mission data analysis.

XII. Proof of Performance

The vendor shall provide a proven record of the vehicle’s performance. The vendor must demonstrate that all acoustic navigation equipment, sonars, and communication equipment on the vehicle and support vessel have acoustic management to avoid interference between systems. The vendor shall demonstrate that the specified navigational accuracy is achieved using the standard and optional fiber optic INS in combination with the DVL. This means, with the proposal, the seller will provide representative sample performance data for the navigational accuracy of the AUV as well as for all sensors. Furthermore, the seller needs to provide references of at least 3 customers who have purchased and operated a vehicle in a substantially similar configuration as specified above within the last 5 years. The above requested information will assist USM in determining the bidder’s capability of meeting these requirements.

XIII. Copies

At least one (1) signed original and two (2) signed copies of the bid response MUST be provided. The University requires a portable electronic virus/malware free copy (CD, thumb drive) of the bid response from the responding Vendor to be included in the bid response package. If an electronic copy is not included, the University reserves the right to request an electronic copy of the exact bid response prior to review of the bid.
XIV. Mandatory Legal Provisions

- Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- The Vendor shall have no limitation on liability for claims related to the following items:
  - Infringement issues;
  - Bodily injury;
  - Death;
  - Physical damage to tangible personal and/or real property; and/or
  - The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor’s employees or subcontractors.
- All requirements that the University pay interest (other than in connection with lease purchase contracts not exceeding five years) are deleted.
- Should any of the terms and conditions in the purchase contract be in conflict with the laws of the State of Mississippi, the laws of the State of Mississippi shall supersede and govern. A revision of the terms and conditions will be required to ensure compliance with Mississippi state law.
- The University shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

XV. Payment

The currency used for payment of costs will be in United States dollars.

State law requires that the University receive an original invoice from the Vendor and that payment of the invoice is processed within 45 days of receipt (Miss Code 31-7-305). The invoice should be on the Vendor’s letterhead and/or include an original Vendor representative signature.

XVI. Pre-Payments with Pro-Rata Refund

State law (Section 31-7-305 of the Mississippi Code Ann.) authorizes the issuance of payment after receipt of the invoice and receipt, inspection, and approval of the goods and/or services. The intent is that goods and services must be received, inspected, and accepted prior to payment. Pursuant to this requirement, where pre-payment has been authorized, all pre-payment contracts will require the following statement in the Termination section: “Upon termination of this Agreement by Licensee or by Licensor, Licensor shall issue Licensee a refund of a proportionate share (based on the number of days in the term year before and after the termination) of the Annual Fees paid with respect to that term year.”
XVII. USM Terms and Conditions

Unless written exception is provided in the RFP response, the winning Vendor agrees to be bound by the USM Terms and Conditions, which are incorporated herein, and may be found at https://www.usm.edu/procurement-contract-services/usm-terms-and-conditions.