



**JACKSON STATE UNIVERSITY  
CAMPUS OPERATIONS**

**SOLICITATION:** Invitation to Bid (IFB)

**SOLICITATION NUMBER:** RFX 3150003753

**DESCRIPTION:** Fulfillment Services for JSU Emergency  
Call Tower Enhancements

**ISSUE DATE:** July 21, 2021

**BID CLOSING LOCATION:** Office of Purchasing and Travel  
1400 J. R. Lynch Street  
Jackson, MS 39217

**BID COORDINATOR:** PAULA NELSON  
Purchasing and Travel Manager  
601-979-0978  
paula.d.nelson@jsums.edu

**OPENING DATE AND TIME:** August 18, 2021 2:00 PM CST

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## SECTION 1: GENERAL INSTRUCTIONS

### 1.1 Bid Acceptance Period

The original and two (2) copies of the bid form, three (3) copies total, shall be signed and submitted in a sealed envelope or package to the following location:

Office of Purchasing and Travel  
1400 J.R. Lynch Street, Post Office Box 170269  
Administrative Tower 4th Floor  
Jackson, MS 39217

Electronic submissions may be submitted on the Mississippi Department of Finance MAGIC portal at [www.dfa.gov](http://www.dfa.gov) or to [purchasing@jsums.edu](mailto:purchasing@jsums.edu). Please state your company's name, address, submittal deadline, and Bid # (21-12) "JSU Emergency Tower Enhancements."

Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by Jackson State University (JSU). Each page of the **BID FORM (Attachment B)** and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. JSU reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, JSU may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

Sealed bids will be considered if they are delivered electronically through the MAGIC system and/or through [purchasing@jsums.edu](mailto:purchasing@jsums.edu) by the time and date set for receipt of bids.

#### 1.1.1 Timeline

Invitation for Bid (IFB) Issue Date:	July 21, 2021
	July 28, 2021
Mandatory Pre-Bid Conference	August 6, 2021 9:00 AM CT
Bid Package Submission Deadline/Opening:	August 18, 2021 2:00 PM CT
Anticipated Notice of Intent to Award:	August 30, 2021 5:00 PM CT

### **1.1.2 Late Submissions**

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before the award is made and was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of bids. It must be determined by JSU that the late receipt was due solely to mishandling by JSU after receipt at the specified address.

The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper.

The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence or receipt used by that office.

## **1.2 Expense Incurred in Preparing Bid**

JSU accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

## **1.3 Bid Form**

All pricing must be submitted on the bid form (**Attachment B**). Failure to complete and/or sign the bid form may result in the bidder being determined non-responsive.

### **1.3.1 Bidder Certification**

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

## **1.4 Registration with Mississippi Secretary of State and with JSU**

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

All Contractors, before performing any services for Jackson State University, must be "an approved vendor" and added to JSU's vendor database. To register as a new vendor, please complete the following form and return to the Department of Purchasing and Travel for processing: <https://www.jsums.edu/finance/files/2013/03/NEW-VENDOR-REQUEST-FORM-1.pdf>.

### **1.5 Debarment**

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

### **1.6 Additional Information**

Questions about the contract portions of the procurement document must be submitted in writing to Paula Nelson at [paula.d.nelson@jsums.edu](mailto:paula.d.nelson@jsums.edu). Questions concerning the technical portions of the procurement document should be directed to Paula Nelson at [paula.d.nelson@jsums.edu](mailto:paula.d.nelson@jsums.edu). Bidders are cautioned that any statements made by contact persons that cause a material change to any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

### **1.7 Type of Contract**

Compensation for services will be in the form of a firm fixed-price agreement.

### **1.8 Written Bids**

All bids shall be in writing.

## **SECTION 2: PURPOSE**

### **2.1 Purpose**

This is a competitive solicitation to enhance Jackson State University's (JSU) Emergency Call Towers located on the main campus at 1400 J. R. Lynch Street, Jackson, MS 39217 by adding outside cameras to some of the existing emergency towers, converting cell operated phones to university operated IP phones as needed, repairing damaged bases, and increasing the number of emergency phone towers and/or wall mounts in critical areas.

The benefit to the University would be to: (1) increase outside surveillance coverage on campus; (2) unify communication systems by convert remaining analog lines to an IP phone system; and (3) increase manageability, efficiency and response capabilities during emergencies.

Jackson State University has issued this solicitation for the purpose of soliciting sealed bids from qualified providers to provide Services. JSU wants assistance to ensure optimal functionality of all emergency phones, related communications, and record collections. The Contractor will remove, refurbish/retrofit and reinstall existing towers in fair condition (according to specifications), install new towers/wall mounts and related features as needed, and provide software and/or an application compatible with Avigilon, the current camera monitoring system, to manage visual and audio systems at both centralized and remote locations.

## **2.2 Scope of Services**

The Contractor shall perform and render the services listed in the Scope of Services found in **Attachment I**.

## **2.3 Term**

All Bids submitted under this IFB shall remain in effect for a period of ninety (90) days following the closing date to allow time for evaluation, approval and award.

# **SECTION 3: INSURANCE**

## **3.1 Insurance**

Contractor, upon award, but prior to any work commencing, shall provide certificates of insurance coverage as outlined below.

- a. Contractor, as an independent contractor, shall provide proof of Comprehensive General Liability insurance, Workers' Compensation insurance and Commercial Auto Liability insurance. The Contractor shall provide a Certificate of Coverage mailed to the Board of Trustees of State Institutions of Higher Learning, Office of Insurance & Risk Management, 3825 Ridgewood Road, Suite 429, Jackson, MS, 39211 and JSU, Department of Facilities and Construction Management, Executive Director, 1400 J.R. Lynch St., Jackson, MS 39217 ten (10) working days prior to start of services. The Certificate of Coverage should, at a minimum, contain the name of the carrier, effective and expiration dates of coverage, a description of the covered perils, and amount of coverage by peril, the name and mailing address of the insurance company, and the name and mailing address of the insurance agent. The Certificate of Coverage must name the Board of Trustees of State Institutions of Higher Learning and JSU as an additional insured. The additional insured requirement shall be by an endorsement form, or an equivalent or broader form, or by blanket additional insured endorsement, and the general liability coverage shall be primary and noncontributory in respect to insurance maintained by JSU or IHL. Further, Contractor agrees to waive any rights of subrogation against IHL or JSU. The Comprehensive General Liability coverage and the Commercial Auto Liability coverage shall be a minimum amount of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate through an insurance company with a Best rating of A- or higher and a financial size Class X or higher approved by the Mississippi Department of Insurance. No material change in coverages may occur for JSU or IHL without 30 days advanced notice.
- b. Worker's Compensation and Employer's Liability: Standard limits as required by applicable Worker's Compensation Laws.
- c. Comprehensive General Liability:
  - General Aggregate - \$5,000,000
  - Personal & Adv Injury - \$5,000,000
  - Each Occurrence - \$5,000,000
  - Fire Damage (any one fire) - \$1,000,000
  - Medical Expense (any one person) - \$5,000



- Automobile Bodily Injury and Property Damage Liability - \$1,000,000 Combined Single Limit
- d. Certificates of insurance, coverage described above shall be furnished by the Contractor prior to the commencement of services under this agreement and such certificates shall provide that the coverages will not be canceled or reduced in amount prior to 30 days after notice of such cancellation has been mailed to the Purchaser. Certificates shall be endorsed to include a waiver of subrogation in favor of Jackson State University and that Contractor hereby waives all rights of recourse, including any right to which another may be subrogated, against Jackson State University for personal injury, including death, and property damage.

**3.2 BID SECURITY:** The Bid Security shall be in the form of a Bid Bond, or a Certified Check: (modified Dec 2013 SoS) (see also 4.07 herein, 600.42, 600.57.9, 00600, 00650)

**Bid Bond**

The Bidder may submit a Bid Bond by a Surety licensed in Mississippi in the amount of five percent (5%) of the base bid. The Bid Bond shall be duly executed by the Bidder, a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance.

**Certified Check:** The Bidder may submit a certified check made out to the Bureau of Building, Grounds and Real Property Management in the amount of five percent (5%) of the base bid. All checks received from Bidders will be returned upon request, unless a Bidder is one (1) of the three (3) apparent low Bidders. The three (3) apparent low Bidder's checks will be held for forty-five (45) days, unless a Contract is awarded and executed in less time.

**POWER OF ATTORNEY:** Each bid security must be accompanied by an appropriate Power of Attorney. No Power of Attorney is necessary with a certified check.

## **SECTION 4: BID SUBMISSION REQUIREMENTS**

**4.1 Bid Evaluation**

Bids will be evaluated based on the requirements set forth in RFX 315003753, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in the evaluation for award shall be objectively measurable where possible. This Invitation for Bids sets forth the evaluation criteria to be used. No criteria will be used in an evaluation that is not set forth in this Invitation for Bids. Only bidders who are found responsive and responsible will have their bids considered.

<b>Criteria</b>	<b>Weights</b>	<b>Max. Points</b>
Project Cost	50%	200
Qualifications and Experience	25%	100
Implementation Approach	20%	100
References (minimum of 15 points required)	5%	21
<b>Solicitation Responses Point Total Max.</b>	<b>100%</b>	<b>421</b>

### Scoring Methodology

<b>Grade</b>	<b>Grade Definition</b>	<b>Definition Relative to Content/ Pertinent</b>	<b>Definition Relative to Capability/Plans</b>
<b>0</b>	Unacceptable	Not provided or ambiguous	Unacceptable due to serious shortfalls.
<b>1</b>	Poor/Marginal	Not complete/marginal, Poor in detail, Poor in clarity, Somewhat ambiguous, Poorly presented	Shortfalls in capability exists in critical areas, widespread shortfalls exist, poor response, ill-prepared.
<b>2</b>	Average/Good	Complete and meets requirements, unambiguous, adequate in detail, clarity and/or presentation	Acceptable in general, May be shortfalls in some non-critical areas, Plans are acceptable.
<b>3</b>	Very Good	Complete, Sufficiently detailed, Clear, Unambiguous, Well presented (All of the above)	Exceeds the required standard. Response answers the question with precision and relevance.
<b>4</b>	Superior	Same as above but exceeds expectations in satisfying the intent of the criteria	Response indicates excellent capability and provides superior support.

#### 4.1.1 Responsive Bidder

Bidder must submit bid which conforms in all material respects to this Invitation for Bids, RFX 3150003753 as determined by JSU.

#### 4.1.2 Minimum Qualifications to be Deemed Responsive

The bidder must meet the requirement and criteria set forth in the Invitation for Bids in order to be deemed responsive. These minimum qualifications are in addition to reference

requirements as described in 4.1.7. A minimum score of five (5) on the Reference Score Sheet (**Attachment E**) is required from reference interviews conducted by JSU, with three (3) bidder references (for a total minimum score of fifteen (15), as well as all other requirements of this Invitation for Bids. (**See Attachments C and E**).

#### **4.1.3 Nonconforming Terms and Conditions**

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. JSU reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by JSU of no responsiveness based on the submission of nonconforming terms and conditions.

#### **4.1.4 Conditioning Bid Upon Other Awards**

Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

#### **4.1.5 Bid Submission Format**

The bid package must be sealed and must contain the following:

- Bid Cover Sheet (**Attachment A**)
- Bid Form (**Attachment B**)
- References (**Attachment C**)
- Certifications and Assurances (**Attachment D**)

#### **4.1.6 Responsible Bidder**

Bidder must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by JSU.

#### **4.1.7 References**

As referenced in 4.1.2, each bidder must furnish a listing of at least three (3) trade references along with the contact person, address, and phone number for each. These references must be familiar with the bidder's abilities in the areas involved with this solicitation. JSU will use these references to determine the bidder's ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. The bidder may submit as many references as desired. JSU will begin contacting references at the top of the list and will continue down the list until three (3) contacts have been reached. References must be listed on **Attachment C**. (It is solely at JSU's discretion to conduct reference check as it deems necessary)

## **4.2 Bid Opening**

Bid opening will be open to the public; however, this will include opening, reading aloud, and listing the bid price on each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made, either stated or implied at the bid opening.

## **4.3 Award**

The contract will be awarded by written notice to the highest scoring responsible bidder whose bid meets the requirements and criteria set forth in this Invitation for Bids within 30 days.

### **4.3.1 Notification**

All participating vendors will be notified of JSU's intent to award a contract. In addition, JSU will identify the selected vendor. Notice of award is also made available to the public.

### **4.3.2 Contract Management**

If the Contractor fails to adhere to the services schedule, or if the Contractor fails to satisfactorily provide the prescribed service to all or any service area, JSU will inform the Contractor, and the Contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of nonperformance as shown by repeated deficiencies, JSU may terminate the contract without further obligation to the Contractor. JSU may elect to use the form included as **Attachment F**, Contract Discrepancy Report.

## **SECTION 5: POST-AWARD**

### **5.1 Post-Award Vendor Debriefing**

A bidder, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the JSU Purchasing Manager within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request. If a bidder prefers to have legal representation present, the bidder must notify the Purchasing Manager in writing and identify its attorney by name, address, and telephone number. JSU will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114, Post Award Vendor Debriefing, of the Office of Personal Service Contract Review Rules and Regulations (<https://www.dfa.ms.gov/media/6559/4-6-18-final-opscr-rules-sos-apa.pdf>).

## **5.2 Protest of Award**

Any actual or prospective bidder or contractor who is aggrieved in connection with this solicitation or the outcome of the Invitation for Bids may file a protest with the Bid Coordinator, Paula Nelson. The protest shall be submitted in writing within 7 days after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the bidder or an individual authorized to sign contracts on behalf of the protesting bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting bidder must provide facts and evidence to support the protest. A protest is considered filed when received by the Bid Coordinator, Paula Nelson, via either U.S. mail, postage prepaid, or personal delivery. Protests filed after the 7 day period shall not be considered.

## **5.3 Mississippi Contract/Procurement Opportunity Search Portal**

This Invitation for Bids, and the questions and answers concerning this Invitation for Bids, are posted on the Contract/Procurement Opportunity Search Portal.

## **5.4 Attachments**

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

# **SECTION 6: CONTRACT TERMS AND CONDITIONS**

## **6.1 Acknowledgment of Amendments**

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by JSU by the time and at the place specified for receipt of bids (to include digital submissions).

## **6.2 Applicable Law**

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

## **6.3 Approval Clause**

It is understood that if this contract requires approval by the Public Procurement Review Board (PPRB) and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review (OPSCR) and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

#### **6.4 Availability of Funds**

It is expressly understood and agreed that the obligation of JSU to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the JSU, Jackson State University shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to JSU of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

#### **6.5 Certification of Independent Price Determination**

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

#### **6.6 Compliance with Laws**

Contractor understands that JSU 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, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

#### **6.7 E-Payment.**

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The University agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305 et seq.

#### **6.8 E-Verification.**

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated

§§ 71-11-1 et seq. 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. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a. termination of this contract for services 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;
- 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 cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.

## **6.9 Failure to Deliver**

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the University, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the University may have.

## **6.10 Force Majeure**

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.



#### **6.11 Indemnification**

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the University, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to MS Institutions of Higher Learning (IHL). Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the IHL shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the IHL's concurrence, which the IHL shall not unreasonably withhold.

#### **6.12 Independent Contractor Status**

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the University, and JSU shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. JSU shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the University shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

#### **6.13 Modification or Renegotiation**

This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

#### **6.14 Notices**

All notices required or permitted to be given under this agreement must be in writing and emailed or personally delivered or sent by certified United States mail, postage prepaid,



return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Agency	For Contractor
<b>Michael Bolden, Executive Director of Campus Operations</b>	[Name, Title]
<b>michael.j.bolden@jsums.edu</b>	[Email Address]
<b>Jackson State University</b>	[Contractor Name]
<b>1400 J .R. Lynch Street</b>	[Address]
<b>Jackson, MS 39217</b>	[City, State, Zip]

#### 6.15 Paymode

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

#### 6.16 Price Adjustment

a. *Price Adjustment Methods.* Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one of the following ways:

- i. by agreement on a fixed price adjustment before commencement of the additional performance;
- ii. by unit prices specified in the contract;
- iii. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
- iv. by the price escalation clause.

b. *Submission of Cost or Pricing Data.* Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

#### 6.17 Procurement Regulations

The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and

Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, MS 39201 for inspection, or downloadable at <http://www.dfa.ms.gov>.

**6.18 Quality of Service**

Vendor agrees to perform its services with standard of care, skill, and diligence normally provided by a professional organization in the performance of services. All work shall be performed to the complete satisfaction of JSU. Jackson State University shall use The Contract Discrepancy Report (**Attachment F**), which is attached hereto and made a part hereof by reference. The Contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, the Agency may terminate the contract without further obligation to the Contractor.

**6.19 Prospective Contractor's Representation Regarding Contingent Fees**

The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

**6.20 Representation Regarding Contingent Fees**

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

**6.21 Representation Regarding Gratuities**

The bidder, offer or, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

**6.22 Severability**

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

**6.23 Stop Work Order**

- a. *Order to Stop Work:* The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work

order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

- i. cancel the stop work order; or,
  - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
- i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
  - ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- d. *Adjustments of Price:* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

#### **6.24 Termination for Convenience**

- a. *Termination.* The University President or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The University President or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The University President or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

## 6.25 Termination for Default

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the University President or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the University President or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the University President or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the University President or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the University President or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the University President or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the University President or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one (1) or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for

Convenience”. (As used in this Paragraph of this clause, the term “subcontractor” means subcontractor at any tier).

- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor’s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **6.26 Termination Upon Bankruptcy**

This contract may be terminated in whole or in part by JSU upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

#### **6.27 Trade Secrets, Commercial and Financial Information**

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

#### **6.28 Transparency**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

## **SECTION 7: ATTACHMENTS**

### **7.1 Attachments**

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

## ATTACHMENT I: SCOPE OF SERVICES

**RFX 3150003753**

### FULFILLMENT SERVICES–JSU Emergency Call Tower Enhancements

JSU currently has a total twenty-five (25) emergency tower phones and six (6) wall mount emergency call boxes. An additional site has been identified for installing a new emergency tower. Most of the towers have hardwire analog communications, however some are solar powered with cell communicators. As technology continues to change with cellular communications, support of these older cellular units will require cell upgrades. The color on many towers have faded and some have been damaged. Several tower bases are in need of repair or new bases are required. Upon completion of this turnkey project, all systems, tools, and equipment must be immediately ready for use.

For GIS locations and specifications for each emergency tower, see the following link:  
<https://arcg.is/1TH8qq0>

REQUIRED SERVICES:
<b>A. EQUIPMENT</b>
<p>The following Talk-a-Phone equipment and/or accessories are to be utilized for all upgrades and/or replacements:</p> <ul style="list-style-type: none"> <li>• ETP-EL 120VAC LED Blue Light</li> <li>• ETP-MT-SOLAR60 Solar Powered Tower Mount</li> <li>• ETP-SM-1 SERIES SURFACE MOUNT</li> <li>• ETP-500 SERIES CALLSTATION</li> <li>• EX78000 Series</li> <li>• ETP-MTE</li> <li>• ECO TOWERTM EMERGENCY PHONE TOWER</li> <li>• VOIP-500 SERIES IP CALL STATION</li> </ul> <p>Initial assessment of equipment to be installed and/or work to be performed per location have been provided in the following list of existing towers:</p>



	Location	Current	Proposed	Needs LED Light	IP Phone	New or refurbished	New Wall mount	Replace Pad	A/C Powered
1	Facilities and Construction Management	Solar/Cell	Refurbished w/Base	X	X	Refurbish		X	
2	Dollye Robinson Tower	Solar/Cell	New non solar	X	X	X			
3	1157 Walter Payton Drive	Solar/Cell	Refurbished	X	X				
4	1202 Dalton Street	Analog	New Solar	X	X	X			
5	Sally McDonnell Barksdale	Solar/Cell	Refurbished w/Base	X	X			X	
6	Joseph H. Jackson (rear)	Analog	New non solar	X	X	X			X
7	John A. Peoples (front)	Analog	New non solar	X	X	X			X
8	Plant Science Lab	Solar/Cell	Refurbished w/Base	X	X			X	
9	U-D Office Space	Solar/Cell	Refurbished w/Base	X	X			X	
10	John A. Peoples Jr. Backside	Analog	Wall mount	X	X		X		X
11	Joseph. H Jackson/Blackburn	Analog	New non solar	X	X	X			X
12	Rose E. McCoy Building	Analog	Wall Mount	X	X		X		X
13	1874 Dr Robert Smith Sr Pkwy/Engineering Building	Analog	New non solar	X	X	X			X
14	Athletic Assembly Building West	Analog	Wall Mount	X	X		X		X
15	Athletic Assembly Building North	Analog	Wall Mount	X	X		X		X
16	1522 Pearl Street	Solar/Cell	Refurbished	X	X				
17	Campbell College Parking Lot	Analog	New non solar	X	X	X			X
18	Dixon Hall Rear Door	New Wall Mount	Wall Mount	X	X		X		X
19	(New Site) Water Tower	New Solar	New Solar	X	X	X		X	



	Location	Current	Proposed	Needs LED Light	IP Phone	New or refurbished	New Wall mount	Replace Pad	A/C Powered
20	Burger King	Analog	New non solar	X	X	X			X
21	ID Center	Solar/Cell	Refurbished w/Base	X	X			X	
22	Alexander Residents Hall	Solar/Cell	Refurbished	X	X				
23	1328 John R. Lynch (Student Center Parking Lot)	Analog	New non solar	X	X	X			X
24	1400 John R. Lynch (Student Center Walkway)	Analog	New non solar	X	X	X			X
25	Ayer Hall S/C	Solar/Cell	Refurbished w/Base	X	X			X	
26	Ayer Hall Red	Analog	New non solar	X	X	X			X
27	Ayer Hall N	Analog	New non solar	X	X	X			X
28	Admin Tower	Analog	Wall Mount	X	X				X
29	1120 John R Lynch (International Flags)	Analog	New non solar	X	X	X			X
30	1060 John R Lynch(College of Business)	Solar/Cell	Refurbished	X	X				
31	740 Poindexter	Solar/Cell	Refurbished	X	X				
32	810 Poindexter	Solar/Cell	Refurbished	X	X				

All refurbished/upgraded parts must be repainted the standard security blue and letters will be white. New equipment installed must be the same security blue with white lettering.

<b>B. COMMUNICATIONS</b>
<ul style="list-style-type: none"> <li>• Build mesh data network to connect to existing towers to integrate these towers to the University's telephone IP system.</li> <li>• One-year bAlert communication solution licenses for up to five (5) identified administrators.</li> <li>• Ensure equipment is programmable. When user push the emergency button, an alert of some kind (email, cell communication, etc.) should be sent, including video that captures the geo-location and that has two-way communication (2-way audio that can be captured even if the potential user must stay on the move) to designated first responders.</li> </ul>
<b>C. Removal and Installation of Existing and New Equipment</b>
<ul style="list-style-type: none"> <li>• It is the responsibility of the vendor to remove all equipment, tools, old and replaced parts including towers, solar equipment, wire, concrete, or other items associated with this project upon completion of the project.</li> <li>• Removal and replacement of units shall be done in phases to limit the number of units out of service at a single time (example, no more than four units to be removed at one time for refurbishing).</li> </ul>
<b>D. Salvage Reimbursement</b>
<ul style="list-style-type: none"> <li>• JSU shall be credited with its proportionate share of salvage recoveries from all equipment being replaced (i.e., reimbursement obtained or recovery made by the Company, less the actual disposal costs).</li> </ul>
<b>E. Turnkey Solution</b>
<ul style="list-style-type: none"> <li>• All automation software and equipment functionally should be tested and assessed to be working in optimal condition before sign-off on work being completed. All equipment, communication lines, and required programming must be immediately ready for use and implementation at the completion on services.</li> </ul>
<b>F. Master File Maintenance Documentations</b>
<ul style="list-style-type: none"> <li>• Manuals and warranty information must be provided.</li> <li>• Schematic and/or construction drawings prepared for bid submittal and /or implementation must be provided.</li> </ul>
<b>G. Training</b>
<ul style="list-style-type: none"> <li>• Training on maintenance requirements along with software (dashboard) management must be provided at the completion of installations.</li> </ul>

## ATTACHMENT A: BID COVER SHEET

Jackson State University is seeking to establish contract for fulfillment services for the JSU Emergency Call Tower Enhancement project. Bids are to be submitted online in MAGIC or by paper submission, on or before August 13, 2021 at 2:00 PM.CST.

**PLEASE MARK YOUR ENVELOPE:**

**RFX 3150003753**

### FULFILLMENT SERVICES – JSU EMERGENCY CALL TOWER ENHANCEMENTS

**Opening Date: August 18, 2021 2:00 PM CST**

**Jackson State University**

**ATTN: Paula Nelson**

**1400 J.R. Lynch Street, Post Office Box 170269**

**Administrative Tower 4th Floor**

**Jackson, MS 39217**

### SEALED BID – DO NOT OPEN

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

Quoted by: \_\_\_\_\_

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

Address: \_\_\_\_\_

(Street/P.O. Box)

(City)

(State)

(Zip Code)

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

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

<b>FEI/FIN# (if company, corporation, or partnership):</b>	
<b>SS# (if individual)</b>	

**In addition to providing the above contact information, please answer the following questions regarding your company:**

What year was your company started? \_\_\_\_\_

How many years and/or months has your company been in the business of performing the services called for in this Invitation for Bids? \_\_\_\_\_

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation \_\_\_\_\_

\_\_\_\_\_

If your company is not physically located in the region, how will you supply professional services to the agency? \_\_\_\_\_

\_\_\_\_\_

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.

\_\_\_\_\_

List all licenses or permits your company possesses that are applicable to performing the services required in this Invitation for Bids. \_\_\_\_\_

\_\_\_\_\_

For how many customers has your company provided fulfillment services in the past two (2) years? Please include the dates and the annual amount of the billing to each customer.

\_\_\_\_\_

What is the largest customer your company has provided fulfillment services for in the past two (2) years?  
Please include the annual amount of the billing.

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Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. \_\_\_\_\_

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**ATTACHMENT B: BID FORM**

**RFX 3150003753 - FULFILLMENT SERVICES - JSU EMERGENCY CALL TOWER ENHANCEMENTS**

Company	Company Representative	Telephone

The pricing quoted must be inclusive of, but not limited to the following:

- All required equipment and materials
- All required insurance
- All required overhead
- All required profit
- All required transportation
- All required labor
- All required business and professional licenses, permits, fees, etc. (if any)
- All management fees (if any)
- Any and all other costs associated with performing the services

Must include an itemized breakdown of the above-referenced budget categories and explain how each line item was calculated.

BRIEF DESCRIPTION OF SERVICES TO BE CONDUCTED - RFX 3150003753 - FULFILLMENT SERVICES - JSU EMERGENCY CALL TOWER ENHANCEMENTS			
ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		<b>TOTAL PRICE</b>	

By signing below, the Company 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 Bids, **RFX 3150003753**, and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, **RFX 3150003753**, and the attachments herein;
3. That the company agrees to all provisions of this Invitation for Bids, **RFX 3150003753** and the attachments herein;
4. That the company will perform, without delay, the services required at the prices quoted in this Attachment B; and
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company 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 Bids.

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

Signature/Date: \_\_\_\_\_

**ATTACHMENT C: REFERENCES**

**RFX 3150003753 FULFILLMENT SERVICES—JSU EMERGENCY CALL TOWER ENHANCEMENTS**

**Reference 1**

Name of Company: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email \_\_\_\_\_

**Reference 2**

Name of Company: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email \_\_\_\_\_

**Reference 3**

Name of Company: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email \_\_\_\_\_

The bidder may submit as many references as desired by submitting as many additional copies of this Attachment C, References, as needed. JSU will begin contacting references at the top of the list and will continue down the list until three (3) contacts have been reached. See Section 4.1.7 of this Invitation for Bids. (It is solely at JSU's discretion to conduct reference check as it deems necessary)



**ATTACHMENT D: CERTIFICATIONS AND ASSURANCES**

**RFX 3150003753 FULFILLMENT SERVICES—JSU EMERGENCY CALL TOWER ENHANCEMENTS**

I/We make the following certifications and assurances as a required element of the bid to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

**1. REPRESENTATION REGARDING CONTINGENT FEES**

Contractor represents that it **has/has not** retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid.

**2. REPRESENTATION REGARDING GRATUITIES**

The bidder or Contractor represents that it **has/has not** violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

**3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

The bidder certifies that the prices submitted in response to the solicitation **have/have not** been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate price.

**4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**

The prospective Contractor represents as a part of such Contractor's bid that such Contractor **has/has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Name/Title: \_\_\_\_\_

Signature/Date: \_\_\_\_\_

***Note:** Please be sure to **circle the applicable word or words** provided above. Failure to circle the applicable word or words and/or to sign the bid form may result in the bid being rejected as nonresponsive. **Modifications or additions to any portion of this bid document may be cause for rejection of the bid.***

**ATTACHMENT E: REFERENCE SCORE SHEET**

**RFX 3150003753 FULFILLMENT SERVICES—JSU EMERGENCY CALL TOWER ENHANCEMENTS**

**COMPLETED BY JSU ONLY**

**Bidder Name:** \_\_\_\_\_

**Reference Name:** \_\_\_\_\_

**Person Contacted, Title/Position:** \_\_\_\_\_

**Date/Time Contracted:** \_\_\_\_\_

**Service From/To Dates:** \_\_\_\_\_

Able to provide fulfillment services when you called?	Yes	No
Satisfied with the fulfillment services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling fulfillment services?	Yes	No
Were the fulfillment services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here _____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Each “yes” is 1 point; each “no” is 0 point(s). Bidder must have a minimum score of “5” from three (3) references (total of “15” points) to be considered responsible and for its bid to be considered.

**Score:** \_\_\_\_\_

Do you have any business, professional or personal interest in the bidder’s organization? If yes, please explain.	Yes	No
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**Called by:** \_\_\_\_\_

**Notes:** \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

**ATTACHMENT F: CONTRACT DISCREPANCY REPORT**

**RFX 3150003753-FULFILLMENT SERVICES-JSU EMERGENCY CALL TOWER ENHANCEMENTS**

Fulfillment services located at: \_\_\_\_\_

Date and Time of Service: \_\_\_\_\_

Report Date: \_\_\_\_\_

**Discrepancy or Problem:** (Describe in detail; attach supporting document; include reference to specification requirement; and attach continuation sheet if necessary).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contractor Response as to Cause, Corrective Action, and/or Actions to Prevent Recurrence:** (Cite applicable existing or new Quality Control Program or Procedures; and attach continuation sheet if necessary).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contracting Agency Evaluation and Action:** (Partial or full acceptance, rejection, payment deduction, cure notice, show cause, termination, other; attach continuation sheet if necessary).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_