



Information for Bid (IFB)
Campus TV Services

August 18, 2021 4:00PMpm (CST)
Reference Number# Bid 21-13

Table of Contents

1. INFORMATION TO VENDORS	3
1.1. ISSUING INSTITUTION / DEPARTMENT / UNIT	3
1.2. CONTACT INFORMATION	3
1.3. IMPORTANT DATES	3
1.4. TERMINOLOGY	3
1.5. INSTRUCTIONS TO VENDORS	3
2. VENDOR INFORMATION AND QUALIFICATIONS	4
2.1. CONTACT INFORMATION	4
2.1.1. <i>Required Information</i>	4
2.1.2. <i>Principals</i>	5
2.1.3. <i>Contract Executives</i>	5
2.1.4. <i>Account Executives</i>	5
2.2. RIGHT TO REQUEST INFORMATION	5
2.3. PROFESSIONAL STANDING	5
2.4. REFERENCES	5
2.5. FOREIGN CORPORATIONS (OUTSIDE MISSISSIPPI)	5
3. FORM AND CONTENT OF PROPOSALS	6
3.1. LEGIBILITY AND ORGANIZATION	6
3.2. COMPLETENESS OF RESPONSE	6
3.3. ABBREVIATED RESPONSES	6
3.4. VENDOR RESPONSIBLE FOR COMPLETENESS OF RESPONSE	6
3.5. PROBLEM RESOLUTION ESCALATION INFORMATION	6
3.6. COPIES	6
3.7. SIGNATURES	6
4. RFP AND PROPOSAL TERMS AND CONDITIONS	6
4.1. RIGHT TO WITHDRAW PROPOSALS	6
4.2. RIGHT TO REJECT PROPOSALS	7
4.3. QUESTIONS AND ANSWERS	7
4.4. UNIVERSITY NOT RESPONSIBLE FOR PROPOSAL EXPENSES	7
4.5. UNIVERSITY RIGHT TO MODIFY SPECIFICATIONS	7
4.6. ALTERNATIVES AND EQUIVALENTS TO REQUIREMENTS	7
4.7. NON-PERFORMANCE	7
4.8. REJECTED MATERIAL	7
4.9. RESTRICTED COMMUNICATIONS	7
4.10. CONFIDENTIALITY	8
4.11. REQUEST FOR PROPOSALS DO NOT OBLIGATE	8
4.12. USE OF INFORMATION	8
4.13. PUBLICITY	8
5. PURCHASE CONTRACT TERMS AND CONDITIONS	8
5.1. ACKNOWLEDGMENT PRECLUDES LATER EXCEPTION	8
5.2. MANDATORY LEGAL PROVISIONS	8
5.3. DRAFT CONTRACTS	9

5.4.	PAYMENT	9
5.5.	PURCHASE CONTRACT COMPONENTS	9
5.6.	CHANGES TO PURCHASE CONTRACT	9
5.7.	JSU TERMS AND CONDITIONS	10
5.8.	MATERIALS AND WARRANTIES	10
5.9.	FINAL ACCEPTANCE	10
5.10.	LEGAL AND REGULATORY COMPLIANCE	10
5.11.	PATENT INFRINGEMENTS	10
5.12.	VALID PURCHASE CONTRACT REQUIRED TO BEGIN WORK	10
5.13.	SEGMENTATION OF AWARD	11
5.14.	PROPOSAL EXCEPTION	11
6.	SCOPE OF WORK	12
6.1.	INTRODUCTION	12
6.2.	OBJECTIVES	12
6.3.	CRITERIA FOR AWARD OF PURCHASE CONTRACT:	13
6.4.	HOW TO RESPOND TO SECTION 6	14
6.5.	DETAILED SPECIFICATIONS AND REQUIREMENTS	14
6.6.	ADDITIONAL REQUIREMENTS	14
6.7.	DELIVERY	15
7.	COSTS	15
7.1.	COST INFORMATION SUBMISSION	15
7.2.	NO UNSPECIFIED COSTS	16
7.3.	PRICE CHANGES DURING AWARD OR RENEWAL PERIOD	16
7.4.	EXPIRATION OF COSTS PROPOSED	16
7.5.	BEST AND FINAL OFFER	16
	APPENDIX A - DETAILED SPECIFICATIONS AND REQUIREMENTS	17

1.

Information to Vendors

1.1. Issuing Institution / Department / Unit

Jackson State University
Division of Information Technology

1.2. Contact Information

Proposal Information:

Paula Nelson
Purchasing Manager
Jackson State University
1400 J. R. Lynch Street
JSU Box 17029 (Department of Purchasing and Travel)
Jackson, MS 39217
601-979-0978 (office)
paula.d.nelson@jsums.edu

Technical Information:

LeKisha Evans
Senior Business Manager
Jackson State University
1400 J. R. Lynch Street
Jackson, MS 39217
(601) 979-1005 (office)
lekisha.l.evans@jsums.edu

1.3. Important Dates

See Cover Sheet or contact the Proposal Information Contact(s) listed in Section 1.2.

1.4. Terminology

The term "RFP" refers to this Request for Proposals document.

For purposes of this RFP, the terms "Contractor", "Vendor" and "Respondent" are used interchangeably.

For purposes of this RFP, the terms "Jackson State University", "Jackson State", "JSU", and "the University" are used interchangeably.

Any statement in this document that contains the word "**must**" or the word "**shall**" requires mandatory compliance.

"Will comply" or "agreed" are used interchangeably to indicate that the Vendor will adhere to the requirement. These terms are used to respond to statements that specify that a Vendor or Vendor's proposed solution **must** comply with a specific item or **must** perform a certain task.

Technical terms used in this RFP are intended to follow industry conventions. Respondents should request clarification of terms wherever there is uncertainty as to the exact meaning.

"Acknowledged" should be used in each section when no Vendor response or Vendor compliance is required. "Acknowledged" simply means the Vendor is confirming to the University that the statement has been read and understood.

1.5. Instructions to Vendors

Sealed proposals for this RFP will be received in the Department of Purchasing and Travel, Fifth Floor, JSU Box 17029, Jackson, Mississippi 39217 until 2:00 p.m. of the specified date on the cover sheet.

Each proposal **must** be submitted in a sealed envelope bearing on the outside the name "Campus TV Services," the name of the Vendor, the Vendor address, and the notification of opening at 2:00 p.m. on the specified date on the cover sheet.

Any proposal may be withdrawn prior to scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified will not be considered.

Jackson State University reserves the right to accept or reject any or all proposals and to waive any formalities.

Vendors are responsible for examining all specifications, terms, conditions, and instructions of this request. Failure to do so will be at Vendor's risk.

Vendors **must** label and respond to each outline point as it is labeled in this RFP. Failure of the Vendor to meet this requirement may cause a Vendor's response to be thrown out and considered non-responsive at the sole discretion of the University.

The Vendor **must** respond in writing with "acknowledged," "will comply," or "agreed" to any section that contains "**must**" or "**shall**" to confirm agreement.

Many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the University's sole discretion, being subject to disqualification.

If the Vendor cannot respond with "acknowledged," "will comply," or "agreed," then the Vendor **must** respond with "exception." (See Section 5.15, for additional instructions regarding Vendor exceptions.)

Where an outline point asks a question or requests information, the Vendor **must** respond with the specific answer or information requested. In addition, Vendor **must** provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

Vendors **must** ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The University will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

A pre-bid meeting will be held to answer questions by Vendors during the bid proposal advertising. Vendor questions to be answered at the pre-bid meeting may be submitted by 5:00pm CST Thursday, July 22, 2021 to the contacts listed in Section 1.3. The meeting will be held on Tuesday, July 27, 2021 at Jackson State University via Zoom at 9:00am CST to 10:00am CST. The virtual location will be announced to those that have submitted an intent to bid response by Monday, July 26, 2021. Attendance is not required but is recommended. A walk-through will be provided upon request and scheduled following the pre-bid meeting. Vendors that are not able to attend may request a copy of the virtual meeting recording. Requests for virtual meeting recording **must** be sent prior to the pre-bid meeting via email to the contacts listed in Section 1.3.

2. Vendor Information and Qualifications

2.1. Contact Information

2.1.1. REQUIRED INFORMATION

The vendor **must** provide the following information for each of the parties below:

- Responding Company
- Contact Name
- Address
- Country
- Phone Number
- Fax Number
- Email Address

2.1.2. PRINCIPALS

Company principals or corporate officers

2.1.3. CONTRACT EXECUTIVES

Executive that will be the purchase contract authority for the transaction described in this RFP.

2.1.4. ACCOUNT EXECUTIVES

Executive(s) that will be responsible for managing the business relationship between the vendor and Jackson State described in this RFP.

2.2. *Right to Request Information*

The University reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The University also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The University reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the University is aware, even if that customer is not included in the Vendor's list of references.

2.3. *Professional Standing*

Vendors to this RFP **must** be in relevant professional practice and **must** provide verifiable documentation in this RFP response to include Federal Tax ID numbers, Business License jurisdiction and numbers, and Contractor License numbers for both the primary and subcontractors.

2.4. *References*

Vendors should provide a minimum of three (3) customer references, including contact information, that have implemented the proposed solution and/or services in the last 12 months; preferably from higher education institutions.

2.5. *Foreign Corporations (outside Mississippi)*

If applicable under Mississippi law, Vendors should be registered with the Mississippi Secretary of State's office in order to transact business in the State of Mississippi. Before a bid can be awarded, vendors to this RFP **must** provide appropriate proof that this registration has been completed if applicable. Additional information regarding this Certificate of Authority can be found on the [Mississippi Secretary of State's website](#).

3. Form and Content of Proposals

3.1. *Legibility and Organization*

Proposals **must** be printed, written in English, legible, and reasonably organized. Pages **must** be numbered. Proposals **must** be bound.

The quality, clarity, and organization of the proposal will be one of the evaluation criteria in Vendor selection.

3.2. *Completeness of Response*

As listed in the Instructions to Vendors, Vendors **must** include responses to all of the provisions and items of this RFP using each outline point as it is labeled in this RFP. Failure to comply may cause the response to be considered incomplete.

3.3. *Abbreviated Responses*

Simple concurrence or acknowledgement to items not needing a specific Contractor statement may be used. However, simple concurrence or acknowledgement of items that do require a specific Contractor statement, explanation or supporting materials will be considered non-responsive.

3.4. *Vendor Responsible for Completeness of Response*

It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor **must** include and complete all parts of the cost proposal in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor. The Vendor **must** complete the Cost Information Submission in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the Cost Information Submission.

3.5. *Problem Resolution Escalation Information*

A problem resolution escalation chart or list indicating the order contacts are to be made in efforts to resolve issues or problems with respect to the purchase **must** be provided.

3.6. *Copies*

At least one (1) signed original and two (2) signed copies of the proposal **must** be provided. The University requests two (2) USB drives be included in the bid response package. If a USB drive is not included, the University reserves the right to request an electronic copy from the responding vendor at the time of review.

3.7. *Signatures*

A duly authorized and legally binding original signature **must** be present on each submitted copy of the proposal.

4. RFP and Proposal Terms and Conditions

4.1. *Right to Withdraw Proposals*

Vendors may withdraw proposals at any time prior to signature of purchase contract for any reason they deem appropriate.

4.2. *Right to Reject Proposals*

The University reserves the right to accept any proposal or, at its discretion, reject any or all proposals for any reason it deems appropriate.

4.3. Questions and Answers

All Vendors will receive copies of questions and responses, which are deemed pertinent by the University. To ensure equal treatment for each responding Vendor, all questions regarding this RFP **must** be submitted in writing to this RFP's contact person for more information, and no later than the last date for accepting questions provided in this RFP. All such questions will be answered officially by the University in writing. All such questions and answers will become addenda to this RFP. Questions submitted after the deadline are subject to be discarded.

4.4. University Not Responsible for Proposal Expenses

Receipt of a proposal does not obligate the University to pay any expenses incurred by the Contractor in preparation of the proposal or obligate the University in any other respect.

4.5. University Right to Modify Specifications

The University reserves the right to modify the specifications contained herein at any time during the proposal period. No modification or interpretation of the specifications other than through the issuance of addenda will be binding upon the University. Contractors **must** notify the University as soon as possible of any omissions or errors in the specifications so that corrective addenda may be issued.

4.6. Alternatives and Equivalents to Requirements

Alternatives and equivalents to the University stated requirements will be reviewed and evaluated. The Vendor **must** submit an explanation of how/why the substituted product is an alternative or an equivalent. The University reserves the right to reject any proposals that do not comply with this instruction. Glossy ads, such as published materials used for advertisements, may be included, but are not acceptable as a substitute for the Vendor explanation as to how/why the described product is an alternative or an equivalent.

4.7. Non-Performance

In the event of non-performance on the part of the Vendor (i.e., failure and/or inability to meet agreed upon deadlines or specifications as outlined herein), consequential damages or breach of contract may be claimed by the University.

4.8. Rejected Material

If material is rejected during normal inspections or at the final acceptance inspection, it will be reported to the Vendor in writing.

If the Vendor does not take action to repair, remove, or replace the rejected material within ten (10) days after receipt of written notice, the University reserves the right to remove and replace the material. The Vendor **shall** be responsible for any and all expenses associated with the remediation of the material.

4.9. Restricted Communications

From the issue date of this RFP until a Vendor is selected and announced, all responding Vendors or their representatives may not communicate, either orally or in writing, regarding this RFP with any University employee except as noted herein. Vendors may consult with the University's specified points of contact listed above in Section 1.2. Conversations with persons other than designated contacts about any aspect of this RFP, proposal, contract, or purchase may subject a Vendor's response to be rejected.

4.10. Confidentiality

All information in this RFP is considered confidential and should not be disclosed to third parties.

All proposals become the property of Jackson State University upon receipt. The proposals will not be released in part or in total for third party evaluation, unless other arrangements are requested at the time of proposal submission.

4.11. Request for Proposals Do Not Obligate

Neither the publication nor distribution of this RFP nor the receipt of proposals constitutes any obligation or commitment on the part of the University. This RFP does not commit the University to contract for any requirements detailed in this document. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

4.12. Use of Information

The University reserves the right to use any or all design ideas or concepts presented in any proposal submitted in response to this RFP. This right will exist even if the proposal states otherwise.

4.13. Publicity

No public mention of this RFP, contract, or purchase may be used for publicity, marketing, sales or promotional purposes without prior written approval from the University.

5. Purchase contract Terms and Conditions

5.1. Acknowledgment Precludes Later Exception

By signing the Bid Cover Sheet, the Vendor is contractually obligated to comply with all items in this RFP, except those specifically listed as exceptions on the Proposal Exception Summary Form. If no Proposal Exception Summary Form is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the Bid Cover Sheet may not later take exception to any item in this RFP during purchase contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions for subcontractors or separate terms and conditions will be entertained after the fact.

5.2. 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.

5.3. Draft Contracts

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with the University. The inclusion of this contract does not preclude the University from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP. If Vendor cannot comply with any term or condition of a Standard Contract, Vendor **must** list and explain each specific exception.

The contract should include guaranteed pricing for an option to renew annually for up to four (4) additional years. Renewal for up to four (4) additional years is not guaranteed and at the discretion of the University; whatever is deemed to be in the best interest of the University.

The University requires one point of contact for management of the implementation and services of this purchase contract.

A draft Service Level Agreement (SLA) **MUST** be submitted with the response. Failure to provide a SLA can result in the response being rejected from consideration.

5.4. Payment

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

Jackson State University **must** be invoiced monthly.

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.

JSU may choose to use ACH direct deposit for invoice payments in place of a check to pay for purchases from this solicitation. Unless exception is noted in the bid response, the bidder, by submitting a response agrees, to accept the ACH direct deposit as an acceptable form of payment and may not add additional service fees/handling charges to purchases made.

5.5. Purchase contract Components

This RFP, written questions, answers to questions, Vendor's proposal, and other documents associated with this RFP may become part of the resultant purchase contract.

5.6. Changes to Purchase contract

During the course of the delivery and ordering process, either party may issue requests for changes in the purchase contract. This **shall** take the form of either a modification to the original purchase contract or a written Addendum which, if accepted by both parties, **shall** be executed as a change to the purchase contract, which will thereby be amended to the extent of the change. In no event **shall** changes involving extra costs to Jackson State University be allowed to proceed without prior written approval.

5.7. JSU Terms and Conditions

Unless a written exception is provided in response to this RFP, the winning Vendor agrees to be bound by the JSU Terms and Conditions, which are incorporated herein.

5.8. Materials and Warranties