



**COLORADO MESA UNIVERSITY  
REQUEST FOR PROPOSALS  
FOR  
Lecture Capture & Video Content Management System**

**RFP ISSUE DATE:** April 6, 2015  
**PROPOSAL DUE DATE:** April 21, 2015, 11:00 a.m. MDT  
**ISSUED BY:** Suzanne Ellinwood  
Purchasing Manager

Sealed Proposals will be accepted until 11:00 AM Mountain Daylight Time, April 21, 2015. Any Proposal received after the above indicated time will be returned unopened. Five (5) copies plus one original and one (1) electronic copy of each Proposal shall be delivered to:

Suzanne Ellinwood  
Colorado Mesa University Purchasing Department  
1260 Kennedy Avenue  
Grand Junction, CO 81501-3122

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***NOTE: To simplify the Colorado Mesa University’s review process, the format for all Proposals must be consistent with the format in Section 4, "Offeror’s Response Format." In addition, the Vendor Signature Form must be completed and signed by an authorized company representative.***

## SECTION 1: ADMINISTRATIVE INFORMATION

### 1. ISSUING OFFICE:

This Request for Proposal (RFP) is issued on behalf of the Information Technology Department by the Purchasing Department. The Purchasing Department is the SOLE point of contact concerning this RFP. All communication must be done through the Purchasing Department.

### 2. OFFICIAL MEANS OF COMMUNICATION:

During the solicitation process for this RFP, all official communication between the Purchasing Department and Offerors will be via postings on the Rocky Mountain Bids System <http://www.rockymountainbidsystem.com/> or the Colorado Mesa University's Purchasing website at: <http://www.coloradomesa.edu/purchasing/opensolicitations.html>. Colorado Mesa University Purchasing Department will post notices which will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning Offeror. **It is incumbent upon Offerors to carefully and regularly monitor either the Rocky Mountain Bids site or the Purchasing website for any such postings.**

### 3. PURPOSE:

This RFP provides prospective Offerors with sufficient information to enable them to prepare and submit proposals for consideration by the Purchasing Department to satisfy the need for expert assistance in the completion of the goals of this RFP.

#### A. DEFINITIONS

1. In the following RFP the term "University" shall be understood to mean "Colorado Mesa University."
2. The term "Offeror," as used herein, shall be understood to mean the individual, company, corporation or firm formally submitting a response to this RFP, and may also be referred to as the "Bidder," "Vendor" or "Contractor."
3. The term "Response," as used herein, shall be understood to mean a written offer to provide goods and/or services in accordance with the general conditions, instruction, and specifications stated herein with the exceptions clearly stated, and may be used interchangeably with the terms "Proposal" and "Bid".

### 4. SCOPE:

This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.

### 5. SCHEDULE OF ACTIVITIES

|  |  |
|--|--|
| RFP Issue Date, Rocky Mtn Bids Advertisement | April 6, 2015                                |
| Written Inquiries Due                        | April 13, 2015 11:00 a.m.                    |
| Response to Written Inquiries                | April 15, 2015                               |
| Proposal Submission Deadline                 | April 21, 2015, 11:00 a.m.                   |
| Oral Presentations (if necessary)            | Week of April 27 <sup>th</sup> , (estimated) |
| Notice of Award                              | May 2015                                     |
| Contract Issued                              | May 2015                                     |
| Go Live Date                                 | August 17, 2015                              |

7. INQUIRIES:

Offerors may make written, e-mail or fax inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Offerors shall confirm successful receipt of said inquiries. Send all inquiries to:

Suzanne Ellinwood  
Colorado Mesa University Purchasing Department  
1260 Kennedy Avenue  
Grand Junction, CO 81501-3122  
RFP No. CMU-15-2499

Response to any Offeror's inquiries will be published as a modification on BIDS in a timely manner per the Schedule of Activities. Offerors should not rely on any other statements that alter any specification or other term or condition of the RFP.

8. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn by the Offeror prior to the established submission due date and time.

9. PROPOSAL SUBMISSION:

Proposals must be received on or before the date and time indicated in the Schedule of Activities. Late proposals will not be accepted. It is the responsibility of the Offeror to ensure that the proposal is received by the Colorado Mesa University Purchasing Department on or before the proposal opening date and time. Offerors mailing their proposals are advised to allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package shall be delivered or sent by mail to:

Suzanne Ellinwood  
Purchasing Department  
Colorado Mesa University  
1260 Kennedy Avenue  
Grand Junction, CO 81501-3122

Proposals must be submitted and sealed in a package showing the following information on an envelope attached to the package:

OFFEROR'S NAME  
CMU-15-2499  
PROPOSAL DUE: April 21, 2015, 11:00 a.m.

The Vendor Signature Form MUST be signed in ink by the Offeror or an officer of the Offeror legally authorized to bind the Offeror to the proposal. The Signature form is to be included with the proposal copy that is marked as **ORIGINAL**.

Proposals which are determined to be at a variance with this requirement may not be accepted.

Offerors are advised that the University desires and encourages that proposals prepared in response to this RFP be submitted on recycled paper, and that the original proposal and **five (5)** copies and **one (1)** electronic response Reference Section 4, Offerors Response Format, Paragraph 1.

10. BID OPENING:

Due to the complexity of this Proposal, information provided at the bid Opening shall be restricted to the NAME AND NUMBER OF RESPONDERS. Inspection of the Offerors' proposals will not be allowed until after the notice of intent to award is posted on the BIDS system.

#### 11. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL:

In the event that it becomes necessary to revise any part of this RFP, an addendum notice will be posted on the Rocky Mountain Bids website, <http://www.rockymountainbidssystem.com/> and the Purchasing website at <http://www.coloradomesa.edu/purchasing/opensolicitations.html>

Bidders shall not rely on any other interpretations, changes or corrections.

#### 12. WRITTEN INQUIRIES AND RESPONSES:

Any explanation desired by an Offeror regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing and clearly marked with the RFP number and title. Inquiries can be e-mailed or faxed to the point of contact for the Request for Proposal; it is incumbent upon the Offeror to verify receipt of written inquiries. Written responses to inquiries will be provided as an addendum to be posted on the Rocky Mountain Bids website, <http://www.rockymountainbidssystem.com> and the Purchasing website at <http://www.coloradomesa.edu/purchasing/opensolicitations.html> on the date shown in the Schedule of Activities.

#### 13. ORAL PRESENTATIONS/SITE VISITS:

The Evaluation Committee may conclude after the completion of the proposal evaluation that oral interviews/presentation and/or demonstrations are required in order to determine the successful Offeror. All Offerors may not have an opportunity to interview/present and/or give demonstrations. The presentation process will allow the Offerors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Offeror's key personnel may be required to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Offerors shall not be allowed to alter or amend their proposals.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, etc.) may be accepted. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Once oral interviews/presentations and/or demonstrations have been completed Colorado Mesa University reserves the right to make a contract award without any further discussion with the Offerors regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the Offeror.

#### 14. ACCEPTANCE OF RFP TERMS:

A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the Offeror, or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the University's RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

#### 15. PROTESTED SOLICITATIONS AND AWARDS:

Any actual or prospective Offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the University Purchasing Manager. The protest shall be submitted in writing within seven working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. [Reference Colorado Revised Statutes (CRS) Section 24-109-101 et. seq., 24-109-201 et. seq., and Colorado Procurement Rules R-24-109-101 through R-24-109-206.]

With regard to the emphasized language above, it is important for Offerors to note that a challenge to the solicitation's requirements or specifications should be made within 7 days of when the protested item is known. In other words, if you believe that the solicitation contains a requirement you want to protest, the

protest should be submitted within the 7 day time period, even if that means it is filed *during* the time the solicitation is still open.

As noted in the paragraph above, announcement of the apparent winning Offeror will be made via a posting on the Rocky Mountain Bids system. The requirement for timely submission of any protest (7 working days) will begin on the first working day following posting of the award notice on Rocky Mountain Bids.

**16. CONFIDENTIAL/PROPRIETARY INFORMATION:**

Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. The Offeror must state specifically what elements of the proposal are to be considered confidential/proprietary. Confidential/proprietary information must be readily identified, marked and separately packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

**17. RFP RESPONSE MATERIAL OWNERSHIP:**

All material submitted regarding this RFP becomes the property of Colorado Mesa University. Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" letter has been issued, subject to the terms of § 24-72-201 et.seq. CRS, as amended, Public (open) Records.

**18. PROPOSAL PRICES:**

Estimated proposal prices are not acceptable. Proposal prices will be considered to be your best and final offer, unless otherwise stated in the RFP. The proposal price will be considered in determining the apparent successful Offeror.

**19. DISCUSSION WITH RESPONSIBLE OFFERORS AND REVISIONS TO PROPOSAL:**

Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirement. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

The University reserves the right to hold discussions with Offerors who have been found to be in the competitive range, such discussions may result in the University conducting Best & Final Offers.

**20. SELECTION OF PROPOSAL:**

As described within the RFP, an Evaluation Committee will review and score offers submitted and make a recommendation for award. The selection will be for award to the responsible Offeror whose proposal is determined to be most advantageous to the University. The Purchasing Department, after review and approval of the evaluation committee's written recommendation, will notify all Offerors via a posting on the BIDS system of the results of the RFP evaluation. The posting will be an announcement of the "Notice of Intent to Make an Award" will name the apparent successful Offeror.

**21. AWARD OF CONTRACT:**

The award will be made to the responsive and responsible Offeror whose proposal, conforming to the RFP, will be the most advantageous to Colorado Mesa University, price and other factors considered. A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the State may elect to cancel the "Notice of Intent to Make an Award" letter and make the award to the next most responsible Offeror.

**22. ACCEPTANCE OF PROPOSAL CONTENT:**

The contents of the proposal (including persons specified to implement the project) of the successful Offeror will become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract may result in cancellation of the award and such Offeror may be removed from future solicitations. Under these conditions, the University reserves the right to enter into negotiations with the next ranking bidder on the same terms and conditions as set forth in the Request for Proposal

**23. STANDARD CONTRACT:**

The successful bidder will enter into a contract with the University. The State Contract contains certain required provisions for doing business with the State of Colorado, labeled "Special Provisions." The Special Provisions are required to be contained in every state contract without modification or exception. The Offeror shall include with its proposal a separate page entitled "Exceptions to Contract Terms," setting forth in detail all objections and exceptions it may have to any other terms and provisions contained in the special provisions, and failing such, shall be deemed to have accepted such terms and provisions. Failure to accept the University's standard contract provisions may result in cancellation of the award. The State Contract, including the Special Provisions, is attached electronically as a separate PDF document

**24. RFP CANCELLATION:**

The University reserves the right to cancel this Request for Proposal at any time, without penalty.

**25. OWNERSHIP OF CONTRACT PRODUCTS/SERVICES:**

Proposals, upon established opening time, become the property of the Colorado Mesa University. All products/services produced in response to the contract resulting from this RFP will be the sole property of the Colorado Mesa University unless otherwise noted in the RFP. The contents of the successful Offeror's proposal will become contractual obligations.

**26. INCURRING COSTS:**

Colorado Mesa University is not liable for any cost incurred by Offerors prior to issuance of a legally executed contract. No proprietary interest of any nature shall accrue until a contract is awarded and signed by all concerned parties.

**27. MINORITY- OWNED/WOMAN-OWNED PARTICIPATION:**

It is the State's intent to achieve the goals of the Governor's Executive Orders D0055-87 and D0005-94 regarding minority/woman-owned businesses. Offerors are reminded it is illegal to discriminate.

**28. NON-DISCRIMINATION:**

The Offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

**29. REJECTION OF PROPOSALS:**

The University reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of Colorado Mesa University.

**30. PARENT COMPANY:**

If an Offeror is owned or controlled by a parent company, the main office address and parent company's tax identification number shall be provided in the proposal. The tax identification number provided must be that of the Offeror responding to the RFP.

**31. NEWS RELEASES:**

News releases pertaining to this RFP shall NOT be made prior to execution of the contract without prior written approval by the University.



### 32. CONTRACT CANCELLATION:

The University reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the offeror.

### 33. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. By submission of this proposal, each Offeror, and in the case of a joint proposal, each party thereto, certified as to its own organization, that, in connection with this procurement:
  - a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly to any other Offeror or to any Competitor; and
  - c. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
2. Each person signing the Invitation for Bid form of this proposal certified that:
  - a. He is the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
  - b. He is not the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.
3. A proposal will not be considered for award where (1)(a), (1)(c), or (2) above has been deleted or modified. Where (1)(b) above has been deleted or modified, the proposal will not be considered for award unless the Offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

### 34. CONFLICTS OF INTEREST:

The holding of public office or employment is a public trust. A public officer or employee whose conduct departs from his fiduciary duty is liable to the people of the State. Rules of conduct for public officers and state employees:

1. Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor has breached his fiduciary duty.
2. A public officer or a state employee shall not:
  - a. Engage in a substantial financial transaction for his private business purposes with a person whom he inspects, regulates, or supervises in the course of his official duties;
  - b. Assist any person for a fee or other compensation in obtaining any contract, claim, license, or other economic benefit from his agency;

- c. Assist any person for a contingent fee in obtaining any contract, claim, license, or other economic benefit from any state agency, or
  - d. Perform an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he either has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.
- 3. A head of a principal department or a member of a quasi-judicial or rule-making agency may perform an official act notwithstanding paragraph (d) of subsection (2) of this section if his participation is necessary to the administration of a statute and if he complies with the voluntary disclosure procedures under CRS section 24-18-110.
  - 4. Paragraph (c) of subsection (2) of this section does not apply to a member of a board, commission, council, or committee if he complies with the voluntary disclosure procedures under CRS 24-18-110 and if he is not a full-time state employee. Reference CRS 24-18-108.

**35. TAXES:**

Colorado Mesa University, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code Registration No. 84-6000546) and from all state government use taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a)). Our Colorado State Sales Tax Exemption Number is 98-03693. Seller is hereby notified that when materials are purchased in certain political subdivisions the seller may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

**36. ASSIGNMENT AND DELEGATION:**

Except for assignment of antitrust claims, neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

**37. AVAILABILITY OF FUNDS:**

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to Colorado Mesa University and the State of Colorado.

**38. BID BONDS/SECURITY:**

If the RFP so states, a bid security in an amount equal to 5% of your proposal shall be furnished if your proposal exceeds \$50,000. If the specifications so state, it may be required for projects of less than \$50,000; not required for this Bid.

**39. CONTRACTOR'S PERFORMANCE BOND:**

Not required for this Bid.

#### 40. STANDARD INSURANCE REQUIREMENTS:

- A) The Offeror shall obtain, and maintain at all times during the term of this contract, insurance in the following kinds and amounts:
- 1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of offeror's employees acting within the course and scope of their employment.
  - 2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent offerors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
    - a) \$1,000,000 each occurrence;
    - b) \$2,000,000 general aggregate;
    - c) \$2,000,000 products and completed operations aggregate; and
    - d) \$50,000 any one fire.
  - 3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
- B) Colorado Mesa University shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the University.
- C) The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to the University.
- D) The offeror will require all insurance policies in any way related to the contract and secured and maintained by the offeror to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the University, its agencies, institutions, organizations, officers, agents, employees and volunteers.
- E) All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the University.
- F) The offeror shall provide certificates showing insurance coverage required by this contract to the University within 7 business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to the expiration date of any such coverage, the offeror shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the University may request in writing, and the offeror shall thereupon within 10 days supply to the University, evidence satisfactory to the University of compliance with the provisions of this section.
- G) Notwithstanding subsection A of this section, if the offeror is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the offeror shall at all times during the term of this contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the University, the contractor shall show proof of such insurance satisfactory to the University

**41. INDEPENDENT CONTRACTOR CLAUSE:**

All personal service contracts must contain the following clause:

“THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING, SHALL PROVIDE AND KEEP IN FORCE WORKER'S COMPENSATION (AND SHOW PROOF OF SUCH INSURANCE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.”

**42. INDEMNIFICATION:**

To the extent authorized by law, the contractor shall indemnify, save and hold harmless the University, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.

**43. VENUE:**

The laws of the State of Colorado, U.S.A. shall govern in connection with the formation, performance and the legal enforcement of any resulting contract. Further, Title 24, C.R.S. as amended, Article 101 through 112 and Rules adopted to implement the statutes govern this procurement.

## SECTION 2: BACKGROUND, OVERVIEW AND GOALS

### Overview

The University will select a qualified vendor through this solicitation to provide a Lecture Capture and Video Content Management Solution for Colorado Mesa University (CMU). The University has two primary objectives for purchasing a Lecture Capture and Video Content Management solution: 1) provide a campus-wide lecture capture tool for centralized support of collecting, storing and playback of student and instructor lectures and videos, and 2) improve student retention by providing a practical way for students to review lectures and make up work from classroom absences.

The University's statutory role and mission defines the University as a regional education provider serving a 14-county region in Western Colorado with operations on three campuses. The Main and Bishop Campuses are located in Grand Junction, Colorado. The third campus is located in Montrose, Colorado. The University also has several fully online degree programs. The University's student headcount for fall 2014 was 9,116. The University is estimating an enrollment of 7,442 FTE for Academic Year 2014-15. The University currently employs 271 full-time faculty and approximately 266 part-time instructors.

The lecture capture and video content management solution must be reliable and provide a solution that is easy for faculty and students to use in and out of the classroom; has the necessary functionality to record required audio and video content; addresses system and network optimization to perform within the University's computing and network environment; and integrates with required University systems, including its Learning Management System (LMS).

The University's Academic Technology Advisory Council has extensively discussed lecture capture features, related policies, and anticipated support requirements. The University has identified general functionality requirements that is sought in a University-wide lecture capture and Video Content Management solution. The features of a lecture capture and Video Content Management solution important to the Academic Technology Advisory Council include, but are not limited to, the following (Please note, the following features were identified with council members having limited hands-on experience with lecture capture software and services; the Academic Technology Advisory Council is interested in learning of any additional features that may benefit the University):

- The ability to capture audio and video of the instructor plus course visuals (i.e. PowerPoint slides)
- The ability to edit captured lectures before the class content is published for student viewing
- Access to recorded lectures and supplemental course videos uploaded can be controlled and monitored
- Support for mobile devices to review and created course content
- The ability to upload videos created outside of the classroom, including those created with third-party products and equipment
- Provides a searchable media library and search feature for finding video segments
- Provides support for student recordings

Other areas important to the University include:

- Cost, including multimedia storage and overall support costs
- Integration with the University's LMS, Desire2Learn
- Support for capturing multiple video streams simultaneously to meet current requirements and the future growth of the University
- Support for closed captioning
- Reporting and analytics to help monitor system and student usage
- Excellent customer support for implementation and throughout the duration of contract
- Support for low and high video resolutions to accommodate slower home internet connections

## The University's Technology Environment

The following information regarding the University's technology environment is provided to assist the Offeror with their response to the following statement of work, provide information on how the proposed software may integrate with relevant University systems, and provide accurate costs to implement the proposed solution based on University requirements.

CMU has a total of 206 classrooms and labs equipped with audiovisual systems that include an audio system, video switcher, document camera, DVD/Blu-ray player, touch screen control, and computer (PC or Mac) installed at the instructor lectern or credenza. There are 35 classrooms at the Bishop Campus and 9 classrooms in Montrose. The 206 classroom number includes all classrooms on the Main, Bishop and Montrose campuses.

The University does not currently license or support a centralized system for capturing lectures, maintaining media libraries, and/or streaming videos. CMU faculty have implemented point solutions for capture videos and lectures, including using smart phones, and in some cases instructors use University YouTube channel to store and playback instructor created lectures and videos or simply store media on network storage or in LMS course shells. The University subscribes to Ustream for streaming live events (non-Athletic), such as graduation ceremonies. Currently, CMU Athletics contracts with a third-party vendor for streaming live sporting events.

The University utilizes Desire2Learn (D2L) for its LMS platform for its online programs. Desire2Learn is also heavily used to supplement campus-based instruction. Desire2Learn is delivered as Software as a Service (SaaS) and is not hosted on University servers. More than 75% of all faculty and instructors utilize Desire2Learn.

The University currently uses R25 Live for scheduling classrooms and campus events.

The University uses Microsoft Active Directory and in-house Central Authentication Service (CAS) to provide single sign-on and authentication to in-house software and third party software some of which are hosted as SaaS solutions. CMU has also developed Shibboleth connectors for authentication to some software products.

The University provides students and faculty an 800 Megabit per second (Mbps) campus Internet connection. Wide area network bandwidth to the Bishop and Montrose campuses is 200 Mbps and 20 Mbps respectively. All campuses access the Internet through the main campus. The campus local area network is presently comprised of a switched Gigabit backbone with 100 Mbps connect to the desktop.

*The computing, networking and classroom environment information is provided so that the vendor can describe how the proposed solution can be integrated with or otherwise augment the normal daily use of enterprise information system. Configurations proposed must not degrade, obstruct or negatively impact the current or expected functionality of the communications networks, hardware, and software or classroom equipment. Vendors whose proposals include elements/limitations which would impact any component of this existing system, i.e. hardware, software, or communications network, must specifically state the consequences of that impact. CMU reserves the right to eliminate vendors from consideration based upon their failure to comply with this requirement.*

## SECTION 3: STATEMENT OF WORK

### Offeror's Response Format

Offeror's response format shall be structured to respond to each item listed in this section. Responses should be prepared to bring clarity to the Offeror's proposal and subsequent evaluation process, simply and economically, in a straight-forward and concise manner to fully describe the Offeror's ability to meet the requirements of the RFP. Each vendor response will be evaluated in the following areas:

- Vendor Qualifications
- Solution Architecture
- System Integration and Interoperability
- System Features
- Implementation and Support
- Price Proposal

### Vendor Qualifications

The Offeror must have at least five years of direct experience providing a lecture capture and video content management solution. Offeror shall provide documentation illustrating the company as an established lecture capture and video content management solution provider, with higher education experience, and adequate resources and personnel to perform the work as identified in this Statement of Work.

The Offeror must demonstrate a satisfactory record of performance and financial stability. The following must be included in the Offeror's response:

- Provide an illustrative narrative that defines the qualifications that uniquely position the Offeror as a partner for the University including but not limited to customer base, years in business, and the number of professional staff employed
- Identify the account representative and key customer service staff that would be assigned to the University if the Offeror is selected as the lecture capture and Video Content Management solution vendor.
- Provide history and references of at least three (3) clients, highlighting any higher education customers in Colorado that currently use the proposed solution or similar service. Provide the institution's name, contact name, position title, address, telephone number, email address, and a description of service provided.
- Is your company currently for sale or involved in any transaction to expand or become acquired by another business entity? If yes, explain the impact to the organizational and operational structure of your existing company.
- Provide any details of past or impending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with the University.
- Is your company currently in default of any loan or financing agreement with any bank, financial institution, or other entity? If so, specify the dates, details, circumstances, and prospects for resolution.
- Offeror may list any additional information in this section, not requested as part of this solicitation, which the Offeror believes should be considered in the evaluation of a response.

## Solution Architecture

The Offeror must provide a detailed description of the proposed solution to allow the University to fully understand how the solution meets the University's requirements as well as determine the overall cost of the solution. CMU's preliminary research has found reference to various solution architectures, license fee structures and system delivery options for capturing, storing, and streaming lectures and multimedia content, and how vendor solutions may be implemented "On-premise" (installed on University-owned servers and storage) or a "Hosted" (managed hosted, cloud-based or Software as a Service (SaaS)) installation, or "Hybrid" (some components of the solution are installed on University-owned servers and storage but not all).

An evaluation criterion is the overall cost of the solution. In addition to software license costs, costs considerations will be made for hardware, software integration, implementation services, and ongoing maintenance and support. Providing a response for either an On-premise or Hosted solution will not impact the Offeror's qualification; the University will consider the solution's overall cost over the entire contract period. The University is interested in the most cost effective option of licensing/subscribing and system delivery method for its implementation of the Offeror's solution that meets the University's performance and feature requirements.

Because vendors define software license structures and delivery methods differently, the following questions will be used to help the University fully understand the Offeror's software license/subscription options and system architecture for the proposed solution.

- Describe the architecture of the proposed solution. Include a high level diagram with narrative description. The description of the solution's system architecture must be consistent with the Offeror's license fee structure and pricing proposal. Furthermore, the Offeror is responsible for identifying and communicating to the University any third-party software or hardware the University may be required to purchase outside the scope of this solicitation, include the name and supported product version.
- What percentage of Offeror's clients utilize the vendor's system architecture/delivery method as proposed?
- If the vendor is proposing an On-premise or Hybrid solution whereby equipment would be installed in the University's data center, provide all required server, storage, operating systems, software, and database management system requirements.
- If the solution is to be delivered as a vendor Hosted or Hybrid solution, provide information on the location and/or the service provider of Offeror's hosting or leased facilities. Describe security measures that are in place to protect University data including whether the University application environment will have a separate database or whether the University's data will be stored in a multi-tenant environment. Provide a detailed description of how customer data and content is segregated from other customers.
- Will any University data be stored outside of the continental United States?
- If the solution is to be delivered as a vendor Hosted or Hybrid solution, please provide information regarding storage, bandwidth, and services to be provided at the Offeror's hosting or leased facilities. How are storage and bandwidth requirements calculated for the number of concurrent users? Are there different levels or tiers available for storage, bandwidth and other services, and if so please provide details?



- If the solution is to be delivered as a vendor Hosted or Hybrid solution, describe your backup and restore capabilities and the hosting or leased facility's disaster recovery and business continuity plan requirements. What is the frequency of data/system backups? How are data/system restores handled?
- Is a test environment for the solution provided/available for testing system integrations and software upgrades on a continuous basis? If so, please provide any additional costs for a test environment in the Pricing Proposal section.
- Describe the company's policies and processes that are in place to safeguard its customer's data. What measures are in place to ensure University data is not shared with other companies or employees of the service provider and data remains confidential to the University only?

In addition to the solution's server and storage system configuration, the University is aware that there will be additional software and/or hardware to be purchased and installed to support the recording of lectures and multimedia content in University offices and classrooms. The following questions will be used to help the University understand the Offeror's solution as related to desktop software, licensing and end-user hardware requirements as well as support for personal desktops and mobile devices. Please include all information the University needs to fully understand the Offeror's solution and pricing proposal.

- Provide a detailed description of the recording/encoding software and hardware options available for use with the proposed solution. Please indicate which recording/encoding components are required. Is there any specialized hardware required to be installed? Please provide cut-sheets for all hardware options, and indicate all hardware the University will be required to purchase outside the scope of this solution.
- Provide detailed information on software and versions available, how necessary client software is licensed, and which operating systems are supported. If software is to be installed on University provided hardware, the Offeror must include hardware system requirements for each software version.
- Describe how the recording/encoding software is licensed for instructor and student personal (non-University owned) computers.
- Does the proposed solution support recording/encoding and playback of lecture content on mobile devices (tablets and smartphones)? If so, what mobile device hardware and operating systems are supported by the proposed solution?
- How many simultaneous lecture capture sessions (encoding/uploads) does the proposed solutions support?
- Are there any other software or hardware offerings that you would like to make the University aware of?

#### Systems Integration and Interoperability

Colorado Mesa University is interested in learning about the benefits of integrating a lecture capture and video content management system with existing enterprise systems currently utilized by the University, such as its learning management systems, campus room scheduling software, and authentication services. The Offeror must include all costs related to integration services—implementation and ongoing—with their pricing proposal if the option is to be considered.

- The University is interested in a lecture capture and video content management solution that integrates with the University's LMS, Desire2Learn, to aid in the sharing of multimedia content

between instructors and students enrolled in a course and ensure appropriate student privacy. Please provide a detailed description of how the proposed solution integrates with Desire2Learn.

- Describe the level of conformance the proposed solution has with e-learning interoperability standards such as IMS Global Learning Consortium's Learning Tools Interoperability (LTI) and Shareable Content Object Resource Model (SCORM), etc.
- What options are available for authenticating and controlling access to university content by authorized end-users (students and instructors) of the lecture capture and video content management solution? Does the proposed solution support Central Authentication Service (CAS) for single sign-on authentication? How granular may access be controlled for users, roles, courses, and content?
- If the proposed solution is selected, what is the recommended process for creating student and faculty accounts in the lecture capture and video content management system?
- Does the proposed solution integrate with the University's room scheduling software, R25 Live? Please explain the benefits of implementing the proposed solution with the University's room scheduling software.
- Are there any other systems integrations that you would like to make the University aware of? The Offeror must include all purchase and ongoing maintenance and support costs for all integration options in their Pricing Proposal.

### System Features

The Offeror must demonstrate that their proposed solution is capable of providing the features necessary to meet the University base requirements for a lecture capture and video content management system with their response. CMU views lecture capture and video content management platforms as complementary tools, and the solutions capabilities for recording, storing, editing and streaming University lectures and video content will be looked at as a complete solution.

The following questions will be used to gauge the functionality of the Offeror's lecture capture and video content management solution and to determine if the proposed solution has the minimum functionality required to be adopted by the University as its institution-wide solution. It is not the intent of the University to use the following questions to fully understand the proposed solution's feature set or how to use the proposed system, but this section is to be used to gain a general understanding of the system capabilities. It is the Offeror's responsibility to include information about their solution and bring forward the features of their own product that they would like the University to consider or that they feel sets their product apart.

- Describe the proposed solutions ability to capture audio and video sources. How many audio and video sources can the proposed solution capture at one time? Please include as much information about the combination(s) of audio and video sources that the proposed solution can record and in which cases specialized hardware is required to perform the specified capture function.
- CMU's classroom schedule allows for ten minutes between classes. Please describe the typical process an instructor would follow to stop the capture process and making it available for student viewing. How much time does this process take to complete? Can the publishing process be completed in the allotted time?

- Does the proposed solution have the ability to combine multiple video sources for playback? If so, explain what combinations are possible. Please include how those sources are combined and viewed on the end-users screen for playback.
- Describe the options for editing captured multimedia content. Does the proposed solution support editing pre- and post-published content? Please explain if editing is web-based or if the proposed solution requires software to be installed to edit captured content.
- Describe how instructors may schedule lecture recordings or release content to students for viewing based on class time or day and time. Can the recording schedule be automated?
- Please provide a list of all file formats supported for uploading and streaming content.
- Can end-users playback captured content through a web-browser or does the proposed solution require software or a plugin to be installed? What browsers and versions are supported by the proposed solution?
- Is recording and playback of lecture capture content supported for mobile devices? Please provide a list of mobile operating systems supported.
- The University has multimedia content that it will require to make available through the proposed solutions video content management system. Does the proposed solution support the upload of multimedia content created outside the solution's software and/or hardware recorders? Please provide information on all file formats that can be importing into the proposed solution.
- Describe the proposed solutions capabilities to search for recorded content by date, content and keywords. Does the system support key word search in captioning, titles, metadata, and course visuals (e.g. PowerPoint slides)?
- Describe how the proposed video content management solution supports content cataloging to make stored videos and multimedia easy to find and discoverable outside the solutions search capabilities.
- Describe the process for exporting multimedia content from the proposed solution and what formats the export process supports. Does the export process support batch exports or the exporting of multiple files?
- It is important for the University to have the ability to track usage statistics of lectures capture and video content management system on a global and individual basis. Explain how the proposed solution logs access times and duration for viewing content by individuals and system-wide. How long are audit logs stored and can they be exported?
- Describe the reporting capabilities of system. What reports may be run at the instructor or course level? Institutional level?
- On occasion an instructor will request a lecture to be streamed in real-time. Does the proposed solution support live streaming? Does live streaming require the purchase of additional hardware or services? Please include any costs associated with live streaming in the Offeror's Pricing Proposal.
- How many simultaneous video streams (i.e. the number of concurrent viewers) does the proposed solution support?

- CMU serves a 14-county region in Western Colorado where many University constituents live in what would be described as rural areas. Explain how the proposed solution supports low and high video resolutions to accommodate slower home Internet connections.
- Are there any other system features or capabilities of the proposed solution that the Offeror feels would be beneficial for the University? Please use this section to include information not addressed in above responses.

### Implementation and Support

The Offeror must demonstrate to the University a proven track record of successful implementations of the proposed solution with their response. CMU has a target go live timeline for Fall 2015; the University is looking to select a vendor and implement the solution including providing necessary instructor training, this Spring/Summer, and provide the solution in a production environment for the start of the Fall term (August 17, 2015). Furthermore, the University is looking for a vendor that will provide excellent customer support for the implementation phase of the project as well as throughout the duration of the contract. The following questions will be used to fully understand the Offeror's recommended approach for a successful implementation, including time to train faculty on use of the system, and understand support options for the duration of the contract.

- Describe your company's recommended approach for a successful implementation. Please include a sample implementation plan with delivery schedule/timeline of key tasks and identifying roles and responsibilities—Offeror versus University resources.
- Provide information about the implementation team that will be assigned to the University under this proposal. If not possible to identify specific individuals at this time, please provide information on the number of individuals, position titles, and key responsibilities.
- Describe the Offeror's recommended approach for training faculty on how to use the system? Please include details on the number of training hours provided (onsite and/or remote) with this response and what training materials will be provided to the University.
- After the implementation phase and initial training performed, how is end-user (faculty and student) support handled?
- Describe the type of user documentation to be provided with the proposed solution, such as help manuals, contextual help for user screens, tutorials, and online resources that are available to assist both students and instructors. Provide information on the electronic formats that this information will be provided.
- If the solution is to be delivered as a vendor Hosted or Hybrid solution, the University is interested in evaluating Service Level Agreement (SLA) options. What service availability guarantees are offered? Please describe and provide a copy of SLA you are proposing.
- If the solution is to be delivered as a Hybrid or On-premise solution, what software maintenance and support options are available?
- If the solution is to be delivered as a vendor Hosted or Hybrid solution, describe how scheduled and unplanned maintenance and downtime notifications are communicated.
- If the solution is to be delivered as a vendor Hosted or Hybrid solution, please describe the process in detail of how major software release upgrades are coordinated and scheduled.

- What is the frequency for major software releases? Provide a schedule of new releases for the past 3 years.
- Indicate whether a “sandbox” environment or trial license is available during the proposal selection process and for user training.
- Describe system administration/management tools provided to monitor system performance, storage utilization, bandwidth utilization and account administration. What the technical/support documentation is available and in what format?

### Pricing Proposal

The successful Offeror will enter into a State of Colorado contract with the University which has an initial one (1) year period with the option to renew for an additional four (4) years (a State of Colorado model contract is attached separately). Detailed pricing must be provided in the bid response which will allow the University to determine the total acquisition cost over a five (5) year contract.

The University recognizes that the award of the Lecture Capture and Video Content Management System represents a multi-year commitment to the solution; as such the University would like to know what a three year initial term or five year initial term would represent as a cost savings over the life cycle of the acquisition. Offerors must understand that the multi-year initial term is still subject to the State’s yearly appropriation for funding for the current fiscal year.

Offeror’s response must provide detailed pricing in the format provided below; do not provide cost as a lump sum. All pricing is to be FOB Destination, Net: 30 days upon invoicing.

### Software License Fees

- Itemize what is included in the base package of the software and the pricing for this base package. Provide menu pricing for all applications and modules for determination of implementation within the available budget. All additional modules will be priced for possible future acquisition.
- Annual licensing, support or maintenance fees shall be provided in detail. Price should be expressed as a fixed annual rate. Maintenance and support costs shall remain firm as quoted for the contract term.

### Hardware and/or Hosting Services

- Any hardware requirements must have all associated pricing provided in detail. Please include data storage capacities for On-premise and Hybrid solutions if provided by Offeror.
- Offeror’s proposing Hosted and Hybrid solutions must include bandwidth and data storage capacity to be provided along with associated costs.

### Implementation, and Integration and Training Fees

- All personnel costs shall be identified for these services. Pricing shall be the price per day for services if provided; service days shall be the Offeror’s proposal of total days required for completion of each service. The sum of cost for each service shall be equal the total proposal days for each service. These costs are required even if you are proposing a fixed fee amount for specific task.

## SECTION 4: OFFEROR'S RESPONSE FORMAT

Offeror's response format shall be structured to respond to each item listed in Section 3: Statement of Work. Responses should be prepared to bring clarity to the Offeror's proposal and subsequent evaluation process, simply and economically, in a straight forward and concise manner to fully describe the Offeror's ability to meet the requirements of the RFP.

## SECTION 5: EVALUATION PROCESS & CRITERIA

### A. Evaluation Process

All proposals submitted in response to this RFP will be reviewed for responsiveness prior to referral to the evaluation committee. Each response will be scored members of the Evaluation Committee in each of the following areas outlined in Section 4, Offeror's Response Format and each area will be rated on a scale from 1-10 with 10 being the highest rating and 1 being the lowest rating:

### B. Evaluation Criteria

1. Qualifications and experience of the Offeror and the company's ability to deliver a complete and reliable lecture capture and video content management solution.
2. The solution architecture as proposed is complete with regard to the goals and requirements specified in the RFP and demonstrates the ability to provide a University-wide lecture capture solution capable of growing with the University.
3. The extent to which the Offeror's solution integrates with existing University systems and network environment and meets interoperability standards.
4. The lecture capture and video content management solution is a complete solution that meets or exceeds all functionality requirements as outlined in the RFP.
5. The vendor demonstrates a sound and tested approach to implementing the solution, training users and has a proven track record of good customer service and ongoing support.
6. The solution's overall cost—acquisition and ongoing support—over the entire contract period.

While a numerical rating system may be used to assist the evaluation committee in selecting the competitive range (if necessary) and making the award decision, the award decision ultimately is a business judgment that will reflect an integrated assessment of the relative merits of the proposals using the factors and any relative weights if established.

### Basis of Award

The technical factors will be assessed based on the soundness of the Offeror's approach and understanding of the requirements. The experience and/or demonstrated capabilities factor will be assessed by considering the extent to which the qualifications, experience, and past performance are likely to foster successful, on-time performance. Assessments include a judgment concerning the potential risk of unsuccessful or untimely performance and the anticipated amount of University involvement necessary to ensure timely, successful performance. The selection is ultimately a business judgment that will reflect an integrated assessment of the relative merits of proposals using the factors identified above. The University reserves the right to reject any (or all) proposal(s) that pose in the judgment of the University, unacceptable risks of unsuccessful or untimely performance, unacceptable University resource requirements, or costs exceeding the budget constraints.

Failure of the Offeror to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the Offeror.

## SECTION 6: REQUIRED SUBMITTALS

- Vendor Signature Form
- All items required in the body of the RFP

**VENDOR SIGNATURE FORM**  
**CMU-15-2499**  
**Lecture Capture & Video Content Management System**

Proposals Due: April 21, 2015 Time: 11:00 am MDT

**Mail/Delivery Proposal to:**  
Colorado Mesa University - Purchasing Office  
1260 Kennedy Avenue  
Grand Junction, CO 81501

**Contact/Attention:**  
Suzanne Ellinwood  
(970) 248-1337  
sellinwo@coloradomesa.edu

SEALED proposals properly marked with Bid No., Due Date and Time, subject to the conditions herein stipulated in accordance with specifications set forth herein, will be accepted in the **CMU Purchasing Office, 1260 Kennedy Avenue, Grand Junction, CO 81501** prior to the due date and time set forth above. DO NOT FAX proposals. Fax and other electronic documents cannot be accepted as a sealed proposal. All prices shall include shipping, handling and delivery, FOB Destination, Colorado Mesa University, Grand Junction, CO.

The Offeror herein noted has carefully examined all components, instructions and requirements of this Quote and proposes to furnish the services described herein. The undersigned hereby agrees to provide a Lecture Capture & Video Content Management System on behalf of Colorado Mesa University in accordance with the specifications, requirements, terms and conditions contained herein for the rates quoted. The undersigned certifies that all representations, certifications and statements within its proposal are true and accurate as of the date of the proposal submission. The person signing this Vendor Signature Form certifies that he/she is a duly authorized officer for the Offeror, and that the information and any materials enclosed with this proposal represent the capability of the company to provide the services described in the quote.

This Vendor Signature Form page **MUST** be signed for proposal to be valid.

**COMPLETE THE FOLLOWING:**

Federal Employer ID No. \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Typed/Printed Name: \_\_\_\_\_

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

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

City/State/Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**Contact for Clarifications:**

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

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

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

Offeror Acknowledges Receipt of Addendum No. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (Addendums **MUST** be acknowledged)