



REQUEST FOR PROPOSAL (RFP) 23-6071

TOUGALOO COLLEGE HISTORIC PRESERVATION INITIATIVE: HOLMES HALL, GALLOWAY HALL, AND WOODWORTH CHAPEL,

CONTRACTORS: Proposals are invited for the Preservation of Holmes Hall, Galloway Hall, and Woodworth Chapel per the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation for Tougaloo College in accordance with the standard terms and conditions and specifications set forth in this Request for Proposal (RFP). Proposals must be received at the address noted below not later than the date and time of the submission deadline. All proposals must be clearly marked as a sealed proposal with the RFP Number, Opening Date, and Time on the outside of the envelope or package containing the proposal. Tougaloo College (College) reserves the right to reject any or all proposals.

ISSUED DATE:

August 25, 2023

ISSUING AGENCY:

Office of Fiscal Affairs
Tougaloo College
500 West County Line Road
Tougaloo, MS 39174

Sealed proposals, subject to the conditions made a part of hereof, will be received until **Thursday, September 28, 2023, at 11:00 a.m. in the Tougaloo Office of Fiscal Affairs**, same address as above, for furnishing services as described herein.

CERTIFICATION: Upon signing this Proposal, the Contractor certifies that the Standard Terms and Conditions and specifications have been read as set forth in the RFP, understands such and agrees to be bound by these Standard Terms and Conditions and specifications a contract is entered into pursuant to this RFP. The Contractor also agrees that the proposal incorporates the Standard Terms and Conditions and specifications of this RFP and is the complete and exclusive statement of the terms of the agreement between parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the RFP.

Name of Firm _____

RFP 23-6071 Historic Preservation Initiative
Due: Thursday, September 28, 2023, at 11:00 a.m.

Address_____

Phone No._____ Email_____

Printed Name of Authorized Individual Title

Signature of Authorized Individual Date

UNSIGNED PROPOSALS WILL BE REJECTED

**REQUEST FOR PROPOSAL FOR CONTRACTING OF THE
HISTORIC PRESERVATION INITIATIVE:
HOLMES HALL, GALLOWAY HALL, AND WOODWORTH CHAPEL,
FOR
TOUGALOO COLLEGE**

STANDARD TERMS AND CONDITIONS

1.0 GENERAL INFORMATION

1.01 INTRODUCTON

The College will consider proposals for the digital preservation of the buildings in its historic district, Holmes Hall (1926), Galloway Hall (1930), and Woodworth Chapel (1901). The Collee invites Contractors to submit responses to this Request for Proposal (RFP) for the operation of such in accordance with the RFP.

The headings and subheadings in this RFP are intended only to assist the reader in locating information. They are not intended to completely convey the contents of the information that follows. Therefore, the reader should read all sections and subsections in their entirety.

1.02 TOUGALOO COLLEGE INFORMATION

Tougaloo College is a four-year private institution operating as a Mississippi non-profit corporation and currently accredited by the Southern Association of Colleges and Schools Commission on Colleges. The Tougaloo College Historic District has statewide significance in the areas of Education, Ethnic Heritage/black, and has statewide significance in the area of social history for the role it played in the Civil Rights Movement in Mississippi. It also has statewide significance for its architecture. The period of significance for the Tougaloo College Historic District extends from c.1848, the construction of the Boddie Mansion, until 1967, with the culmination of the Civil Rights movement on campus and the report of the Mississippi State Sovereignty Commission.

For an expanded view of Tougaloo and its programs, please visit the Tougaloo web site at <https://www.tougaloo.edu/>

1.03 STATEMENT OF PURPOSE

The College is seeking proposals from qualified contractors to create digital laser and photographic, imagery, computer models and architectural plans for each of the buildings listed. The goal of this project is a full digital recreation of Woodworth Chapel, Galloway Hall, and Holmes Hall of sufficient detail as to allow for a complete reconstruction of a portion or the entirety of the facility in the event of catastrophic loss.

The project will be performed in accordance with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C. 300101 et. seq., and in the Historic Preservation Grant Fund Manual. At the completion of the project, the buildings herein will have both adequate recovery data and systems and 24-hour protection from emergency situations.

1.04 SCOPE OF SERVICES REQUIRED

- It is the intent of this RFP to award one qualified contractor to execute the following:
- Provide drone imagery to dramatically illustrative photographs of the listed historic buildings to be used to create metrically accurate records for survey and conservation work.
- Provide high resolution laser scanning for all the detail necessary to reconstruct the listed historic buildings.
- Create building information modeling (BIM) for a digital representation of the listed historic buildings with all the building key characteristics embedded within.
- Create a custom Windows PC based computer application to allow first responders and College Staff to access the completed BIMs. The computer application user interface will provide a first-person or third-person option view of the building's interior and exterior structure. User interface will be equipped with tools that allow the user to select and navigate to rooms (*by name and/or by room number*) and quickly locate emergency equipment (*fire extinguishers, fire alarm panels, fire pull stations, etc.*). User Interface will support a minimum of 20 users in a single session and incorporate audio and chat features. Building models will be embedded into the application so that no download is required to access. Application will also be extensible allowing for updates and modifications as needed when buildings are upgraded or renovated in the future.

2.0 **PROPOSAL REQUEST**

2.01 ISSUING OFFICE

This RFP is issued by the Office of Fiscal Affairs. This issuing office is the point of contact between Contractors and Tougaloo for the selection process. Personal contact should be made through:

Mr. Erskine Brown
AVP for Facilities & Real Property Management
Office: 601-977-6181 | Fax: 601-977-6133
Cell: 601-953-5609 | cebrown@tougaloo.edu

The College will provide written notification of intent to award the contract.

2.02 PRE-PROPOSAL MEETING

There will be no pre-proposal meeting of prospective contractors. However, every contractor who intends to submit a proposal as a result of this RFP must notify the College of their intent to submit a proposal.

2.03 RFP DISTRIBUTION

This RFP will be made available to any vendor who wishes to submit a proposal to the College. The RFP will also be available as an attachment via e-mail to all prospective contractors.

2.04 CLARIFICATION OF THE RFP

Verbal clarification may be given as a courtesy but will not affect the bid specifications or requirements. If the College determines that it should provide additional information or clarification, or if additional requirements are needed, Contractors will be notified by written addendum. All or any addenda must be acknowledged by the Contractor on the RFP submitted.

Prospective Contractors may make written inquiries concerning this Request for Proposal to obtain clarification of the requirements. Responses to these inquiries will be by addendum to the Request for Proposal (RFP). The deadline for inquiries shall be September 8, 2023 at 5:00 p.m. Please send your inquiries to cebrown@tougaloo.edu and copy all alternative contacts listed on page 1 of this document.

2.05 SCHEDULE OF CRITICAL DATES

The following dates are for planning purposes only. Unless otherwise stated in this RFP, progress towards their completion is at the sole discretion of the College

RFP Posted	AUGUST 25, 2023
Prospective Respondents written inquiries deadline	SEPTEMBER 8, 2023
Responses to inquiries posted	SEPTEMBER 15, 2023
Proposal submission deadline – 11:00 A.M.	SEPTEMBER 28, 2023
Award determination date (estimated target)	NOVEMBER 1, 2023
Contract Start Date	DECEMBER 1, 2023

2.06 COST FOR PROPOSAL PREPARATION AND CAMPUS VISITS

The College will not reimburse the Contractor for costs incurred in the preparation and submission of proposals, nor will the College reimburse Contractors for expenses related to visiting the campus or providing on-campus presentations related to the proposals.

2.07 WRITTEN OR ORAL DISCUSSIONS/PRESENTATIONS

After the opening of all offers received by the closing time and date for accepting offers, Respondents may be required, at the request of the College, to make a public oral presentation or provide written clarifications to their proposals. Oral presentations may be recorded. Any oral presentation or written clarification given by Respondent will be considered part of the RFP's response. Personnel in the College Office of Fiscal Affairs will schedule any such presentations or address any needed written clarifications. The College reserves the right to request a "best and final offer" at its discretion.

2.07 EVALUATION OF PROPOSALS

The College reserves the right to conduct discussions with any or all Respondents, or to make an award of a contract without such discussions based only on evaluation of the written proposals. The College reserves the right to contact and interview any reference listed. The College may make a written determination showing the basis upon which the award was made and such determination shall be included in the Procurement file.

The College reserves the right to award this contract in whole or in part depending on what is in the best interest of the College with the College being the sole judge thereof.

The evaluation factors set forth in this section are described as follows: RFP 23-6071

- Vendor's ability to deliver services meeting the overall objective and functions described in this RFP, including by the target start date
- Competitive fees
- Vendor's experience
- Compliance with applicable State and Federal laws and regulations
- The committee may invite finalists for interviews and/or presentations. Failure to participate may result in a proposal not being considered.

Proposals will be scored based on the following weights (100 points total):

- Corporate Structure/Years of Experience/References – 20 points
- Operation Plan/Services Offered – 20 points
- Fees (Cost) – 60 points

3.0 **PROPOSAL INFORMATION**

3.01 SUBMISSION OF PROPOSALS

The proposal package must be received on or before **11:00 a.m. on September 28, 2023**. It is the responsibility of the Respondent to ensure that the proposal package arrives in the Office of Fiscal Affairs on time. The proposal package should be delivered or mailed with return receipt requested to:

OFFICE OF FISCAL AFFAIRS
TOUGALOO COLLEGE
500 West County Line Road
Tougaloo, MS 39174

When using a delivery service or hand delivering, the address is Blackmon Building, 2nd Floor, Office of Fiscal Affairs, Tougaloo College, 500 West County Line Road, Tougaloo, MS 39174. Delivers can be made during this office's normal business hours of 8:00 a.m. to 5:00 p.m.

All proposals shall be clearly marked with the RFP code number “**23-6071**”.

Contractors must submit (1) original and three (3) copies of their proposals. Proposals must be signed by an official authorized to bind the Contractor to the resultant contract. If a Contractor submits descriptive literature with their proposal, four (4) copies must be submitted.

Contractors are cautioned that only written information contained in this RFP (including Addenda) are to be relied upon for preparation of a proposal.

Each Contractor is solely responsible for the timely delivery of the proposal by the specified deadline. The agency requires that the proposal be submitted no later than the date and time specified in this RFP. Contractors mailing proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposals by the issuing office. **Any proposals received after the scheduled opening date and time will be immediately disqualified and returned to the Contractor unopened.** All proposals shall be guaranteed and binding for a period of not less than one hundred twenty (120) days past the proposal opening date.

Tougaloo reserves the right to reject any and all proposals and waive informalities and minor irregularities in proposals received and accept any portion of a proposal or all items, if declined in the best interest of Tougaloo College to do so.

In addition, the proposer shall not be in contact with any other Tougaloo College representative (s) other than the listed contacts during this procurement process.

3.02 RESPONSE FORMAT

Beginning with the first subsection, it is requested that Contractors respond to each subsection of this RFP in the same paragraph and item number sequence, stating first the requirement and then providing their response.

For those paragraphs or items not requiring a specified response, Contractors may respond with concurrence or acknowledgment. Reference to handbooks or other technical documentation may be used to augment the response to an item but may not constitute the entire response. References to handbooks and technical documentation must include the paragraph and/or page number of the reference document. It is requested that brochures and bulky publications be separated from the written response.

3.03 CONTENTS OF PROPOSAL

- A. Contractors should include as part of their proposals all of the provisions of this RFP and furnish all required information.
- B. If the Contractor submits standard terms and conditions with the proposal, and if any of those terms and conditions are in conflict with laws of the State of Arkansas, State laws shall govern. Standard terms and conditions may need to be amended to adequately reflect all of the conditions of this RFP.
- C. All agreements of any nature requiring execution by the College must be submitted with the proposal.
- D. A sample contract must be submitted with the Proposal for review if required by the Contractor and will later require the signature of the College officials.

3.04 OFFICIAL CONTRACTOR'S REPRESENTATIVE

The name, mailing address, telephone number, and fax number of the Contractor's authorized agent with authority to bind the firm with respect to questions concerning the Contractor's proposal must be clearly stated in the proposal. The proposal and/or the letter which transmits the proposal to the College must be signed by an authorized officer of the Contractor.

4.0 GENERAL PROVISIONS

4.01 CONTRACTOR'S OBLIGATION TO INDEMNIFY, HOLD HARMLESS AND DEFEND

The Contractor will indemnify, hold harmless and defend the College, its Board of Trustees and employees against all liability, claims and costs of whatever kind and nature or damage to any property occurring in connection with or in any way incident to or arising out of the occupation the College, use, service, operations, or work in connection with this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, its employees, agents, or representatives.

4.02 EQUAL EMPLOYMENT OPORTUNITY/NON-DISCRIMINATION

Contractor will not discriminate against any employee or applicant because of race, gender, creed, color, age, disability, religion, ethnic or national origin, or any legally protected class and will make a diligent and continuing effort to insure that all persons are afforded equal employment opportunities without discrimination because of race, gender, creed, color, age, disability, religion, ethnic or national origin or any legally protected class. Equal opportunity shall apply to recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off, and termination.

4.03 INSURANCE REQUIREMENTS

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

Contractor shall provide proof of Comprehensive General Liability insurance. The Contractor shall provide a Certificate of Coverage mailed to the Office of Fiscal Affairs, Tougaloo College, 500 West County Line Road, Tougaloo College, 39714 at least ten (10) business days prior to start of services. The Certificate of Coverage should be, 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 Tougaloo College as additional insureds. The additional insured requirement shall be by an endorsement form, an equivalent or broader form, or by blanket additional endorsement, and general liability coverage shall be primary and noncontributory in respect to the insurance maintained by the College. Further, Contractor agrees to waive any rights of subrogation against the College. The Comprehensive General 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 the College without 30 days advanced notice.

- Worker's Compensation and Employer's Liability: Standard limits as required by applicable Worker's Compensation Laws.
- Comprehensive General Liability:
 - i. General Aggregate - \$5,000,000
 - ii. Personal & Adv Injury - \$5,000,000
 - iii. Each Occurrence - \$5,000,000

Certificates of insurance with coverage described above shall be furnished by the Contractor prior to the commencement of services 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 Tougaloo College and that Contractor hereby waives all rights of recourse, including any right to which another may be subrogated, against Tougaloo College for personal injury, including death, and property damage

5.0 **PEFORMANCE STANDARDS**

Task Area 1: Drone and photographic imagery available to be used to document all aspects of the historic buildings and create a comprehensive database where the condition of the buildings will received ongoing analysis. The database will be used to plan and carry out upgrades and maintenance.

Task Area 2: Laser Scanning models and the computer application user interface be made accessible to the College Staff and first responders to provide critical information in the event of an emergency.

Task Area 3: Training provided to the College Staff and to first responders to provide critical information in the event of an emergency.

6.0 CONTRACT GUIDELINES

6.01 RESERVATION

This RFP does not commit the College to award a contract. Further, the College reserves the right to accept or reject in part or in its entirety, any or all proposals received, to advertise if deem necessary, and to investigate any or all proposals as required. Proposals which fail to comply fully with any provisions of the specifications in the RFP will be considered invalid and will not receive consideration.

6.02 GUIDELINES

Contractors should note the following in regard to the College's contracting authority, AND AMEND ANY DOCUMENTS ACCORDINGLY. Failure to conform to these standards may result in rejection of the proposal.

- A. The College may not contract with another party:
 - i. To support continuation of performance, the College in subsequent year of a multi-year contract when funds are not appropriated or otherwise made available. The Contractor may be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the commodities or services delivered under the contract. No other termination charges shall be authorized.
 - ii. To indemnify and defend that party for any liability and damages; however, the College may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the College's use or possession of equipment and reimburse that party for the loss caused solely by the College's use or possession, provided that such obligation is determined by and under the procedures of the Mississippi Claims Commission (this is the only form of indemnification to which the College can agree).
 - iii. To pay damages, legal expenses or other costs and expenses of any party.
 - iv. To conduct litigation in a place other than Madison County, Mississippi.
 - v. To agree to any provision of a contract which violates the laws or Constitution or the State of Mississippi.

- B. A party wishing to contract with the College should;
- i. Remove any language from its contract which grants to it and remedies other than:
 - The right to possession
 - The right to accrue payments

6.03 TERM OF CONTRACT

It is the College's intent to award one qualified contractor to perform services of this proposal. The required services are to commence not later than a date to be agreed upon by and between the College and the Contractor selected by the College to perform the scope of services required. The contract shall not bind, nor purport to bind the College for any contractual commitment beyond the agreed upon or extended contract period.

6.04 TERMINATION PROVISIONS

The College reserves the right to terminate this agreement within (30) day's notice, by the Vice President for Finance and Administration/CFO via certified mail to the address listed on the signature page of this RFP if any of the terms of the proposal and/or contract are violated. Further, in the event that the Contractor shall fail to carry out and/or comply with covenants, conditions and agreements, or shall fail to comply with any regulations adopted by the College, the College shall notify the Contractor of such failures or defaults and demand in writing that the same shall be remedied within ten (10) days after the written notice. In the event of failure of the Contractor to remedy the same within the said ten-day period, the College shall have the right to challenge and terminate the contract without further notice. If the contract is terminated for any reason, the Contractor must continue the scope of services, if requested by the College, until a new Contractor, or the College is able to commence operations. However, this period shall not exceed three (3) months from the effective date of termination.

In the event the College employs attorneys or incurs other expenses it considers necessary to protect or enforce its rights under this RFP's contract, the Contractor agrees to pay the attorney's fees and expenses so incurred by the College.

6.05 RFP CANCELLATION

This RFP in no manner obligates the College to the eventual purchase of any services described, implied or which may be proposed until confirmed by a written contract. Progress towards this end is solely at the discretion of the College and may be terminated without penalty or obligations at any time prior to the signing of a contract. The College reserves the right to this RFP at any time, for any reason, and to reject any or all proposals or any parts thereof.

6.06 CONTRACT NEGOTIATION

Due to the anticipated complexities of this contract relationship, the College reserves the right to negotiate with the successful Contractor the final terms and conditions deemed to be most advantageous to the College. Proposal shall be valid for one-hundred twenty (120) days following the proposal due date.

6.07 ASSIGNMENT/SUBCONTRACTING

The Contractor shall not assign or transfer any interest in the contract (whether by assignment or novation), and shall not subcontract, without the prior written consent of the College.

6.08 COMPLYING WITH PROVISIONS

Contractors shall state that they have read, understand and will comply with all provisions and the Standard Terms and Conditions in this RFP.

7.0 SELECTION CRITERIA

The Contractor will be selected on the basis of which proposal is, in the opinion of the College, in the best interest of the College when all factors are considered. Factors considered will include, but are not necessarily limited to, pricing, services offered, quality, experience, creativity and the ability to perform efficient, economical operations. Also, Contractor performance the College record, response to this RFP, and service related to the College capabilities will be reviewed. Other relevant factors that the College may deem to be important will be considered. Some of these factors are judgmental and subjective, and the decision of the College is final. The College reserves the right to reject any and all proposals or parts thereof, and to waive informalities in the proposals received.

Contractors are encouraged to submit any additional information or comments they wish considered. This additional information should be included as a separate appendix to the proposal.

The contract award will be made to the Contractor whose proposal conforms to the RFP and, in the sole judgment of the Tougaloo College, will be most advantageous to the Tougaloo College.

8.0 TWO-PHASE, BEST AND FINAL OFFER

If the initial proposals do not provide the College with a clear and convincing solution, or if the College feels it is appropriate to offer the potential providers an opportunity to submit revised proposals, the College reserves the right to use a two-phase approach and/or invite Best and Final Offers (BAFO). Based on the information obtained through the proposal submissions (Phase-One), the College may choose a specific business model, and potential providers may be asked to submit revised proposals based upon that specific model.

The evaluation committee may develop, for distribution to the top-ranked firms, refined written terms with specific information on what is being requested as a result of information obtained through the initial RFP process. Proposers may be asked to reduce cost or provide additional clarification to specific sections of the RFP. Selected proposers are not required to submit a BAFO and may submit a written response notifying the solicitation evaluation committee that their response remains as originally submitted.