



## **REQUEST FOR PROPOSAL (RFP) 24-1030 PROFESSIONAL SERVICES**

**TITLE:** ENGINEERING SERVICES FOR WATER AND SEWER INFRASTRUCTURE UPGRADES

Tougaloo College (College) invites proposals from qualified firms or individuals for pre-design, investigations, preliminary design, detailed engineering design, tender document preparation, contract administration and overall project management for the whole campus water and sewer infrastructure upgrades. Contractors in accordance with standard terms and conditions and specifications set forth in this Request for Proposal will adhere to the guidance set forth by the Federal Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) Program.

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. The College reserves the right to reject any or all proposals. Responses to the RFP will be opened by an appointed selection committee.

**ISSUED DATE:** November 5, 2024

**ISSUING AGENCY:** Office of Fiscal Affairs  
Tougaloo College  
Blackmon Building, 2<sup>nd</sup> Floor  
500 West County Line Road  
Tougaloo, MS 39174  
[officeoffiscalaffairs@tougaloo.edu](mailto:officeoffiscalaffairs@tougaloo.edu)

Sealed proposals, subject to the conditions made a part of hereof, Will Be Received Until **Friday, December 6, 2024, at 2:00 p.m. local prevailing time in the Tougaloo Office of Fiscal Affairs**, same address as above, for furnishing services as described herein. Proposals received after the announced time and date for receipt will not be considered. **No telephone, faxed, or emailed proposals will be considered.**

**CERTIFICATION:** Upon signing this Proposal, the Contractor certifies that the all the provisions and specifications have been read as set forth in the RFP, understands such and agrees to be bound by these provisions and specifications a contract is entered into pursuant to this RFP. The Contractor also agrees that the proposal incorporates the provisions 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**\_\_\_\_\_

**Address**\_\_\_\_\_

**Phone No.**\_\_\_\_\_ **Email**\_\_\_\_\_

<b>Printed Name of Authorized Individual</b>	<b>Title</b>
_____	_____

<b>Signature of Authorized Individual</b>	<b>Date</b>
_____	_____

\_\_\_\_\_

**UNSIGNED PROPOSALS WILL BE REJECTED**

**TABLE OF CONTENTS FOR  
PROFESSIONAL SERVICES RFP# 24-1030  
INFRASTRUCTURE IMPROVEMENT SERVICES**

	<u>PAGE</u>
I. GENERAL INFORMATION.....	4 - 6
II. PROPOSAL REQUEST.....	6 - 9
III. PROPOSAL INFORMATION.....	9 - 12
IV. GENERAL PROVISIONS.....	12 - 13
V. PERFORMANCE STANDARDS.....	13
VI. CONTRACT GUIDELINES.....	14 - 16
VII. SELECTION CRITERIA.....	16
VIII. TWO-PHASE, BEST AND FINAL OFFER.....	16

## **1.0 GENERAL INFORMATION**

### **1.01 INTRODUCTION**

Tougaloo College is requesting proposals from qualified firms or individuals to qualified firms or individuals for pre-design, investigations, preliminary design, detailed engineering design, tender document preparation, contract administration and overall project management for the whole campus water and sewer infrastructure upgrades.

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, coeducational, historically black liberal arts institution operating as a Mississippi non-profit corporation and currently accredited by the Southern Association of Colleges and Schools Commission on Colleges. It sits on 500 acres of land on West County Line Road on the northern edge of Jackson, Mississippi. 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. Throughout its 157 years of promoting academic excellence and social responsibility, it has continually produced professionals in medicine, law, education, and other areas that are leaders in their communities around the world.

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

### **1.03 EQUAL OPPORTUNITY EMPLOYER**

Tougaloo College is an Equal Opportunity Employer. Tougaloo College encourages Minority-owned Business Enterprises (MBEs) and Woman-owned Business Enterprises (WBEs) to submit Statements of Qualifications.

#### 1.04 STATEMENT OF PURPOSE

Tougaloo College will use federal, state, local, and private resources for the sole purpose of enhancing and repairing the water and sewer infrastructure on the college campus, whereby, eliminating leaks, drainage issues, and water intrusion issues impacting campus facilities and the quality of student engagement. The College is seeking to accomplish the execution of the following goals and objectives:

1. Perform new piping installation and upgrades to both the water and sewer pipeline infrastructure.
2. Perform drainage repairs and eliminate water intrusion issues impacting campus facilities.
3. Install isolation valves for water shut offs at each campus facility.
4. Update the campus-wide utility map as new water/sewer pipes are being installed.

The Engineer will be responsible for preparing project cost estimates and if awarded, the selected Engineer will provide all engineering services through project closeout in accordance with federal, state and local laws, regulations and policies.

#### 1.05 SCOPE OF SERVICES REQUIRED

The intent of the scope of services is to describe specific details of the engineering services required. It is the responsibility of the successful proponent to supply any service not described in the scope of services, but which may be reasonably implied to be required to discharge the scope of work covered in this Request for Proposal. The following is intended to give a general overview of the scope of services but is not intended to be an exhaustive listing of the work activities. The Proponent is required to provide all the personnel, mapping, and resources necessary to complete this assignment.

##### Details/Project Tasks

1. Produce design and bid documents and specifications for the project to ensure all national, state, and local code regulations are met for compliance with regards to water, sewer, and drainage requirements.
2. Produce contract documents on behalf of the College between the College and the selected contractor who will perform the project's scope of work.
3. Provide project administration services on behalf of the College to ensure the selected contractor is on task and fulfilling all obligations of the contract.
4. This includes but is not limited to:
5. Conduct periodic inspections as the project progresses through its phases.
6. Approve payment applications based upon work completed by the contractor.
7. Conduct final inspection and provide punch list to the contractor to complete.
8. Provide a fully completed and updated utility map for the entire campus to highlight all the new water and sewer pipelines.
9. Close out project.

A proposed preliminary scope of work for this project includes water distribution system, sanitary sewer system, and drainage and street restoration was submitted to the State of Mississippi. A copy will be provided upon request by Mr. Andra Johnson, Capital Project Manager, [asjohnson@tougloo.edu](mailto:asjohnson@tougloo.edu). The scope of services is subject to change based on the expertise of the selected Engineer.

## **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 either:

Dr. Pacey Bowens  
Vice President for Finance & Administration  
Office: 601-977-4487  
Cell: 601-720-3569  
[officeoffiscalaffairs@tougloo.edu](mailto:officeoffiscalaffairs@tougloo.edu)

Mr. Andra Johnson  
Capital Projects Manager  
Office: 601-977-6181 | Fax: 601-977-6133  
Cell: 601-966-1899  
[asjohnson@tougloo.edu](mailto:asjohnson@tougloo.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 contractor 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.

The College will assume no responsibility for oral instructions, suggestions or interpretations of this RFP. Prospective Contractors may make written inquiries concerning this Request for Proposal to obtain clarification of the requirements to Mr. Andra Johnson, Capital Project Manager, [asjohnson@tougloo.edu](mailto:asjohnson@tougloo.edu).

Responses to these inquiries will be by addendum to the Request for Proposal (RFP). **The deadline for inquiries shall be November 14, 2024 at 5:00 p.m.** Please send your inquiries to [asjohnson@tougaloo.edu](mailto:asjohnson@tougaloo.edu) and copy all alternative contacts listed on page 1 of this document. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective offerors without causing an unacceptable delay in the process.

## 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	NOVEMBER 5, 2024
Prospective Respondents written inquiries deadline	NOVEMBER 14, 2024
Responses to inquiries posted	NOVEMBER 19, 2024
Proposal submission deadline – 2:00 P.M.	DECEMBER 6, 2024
Award determination date (estimated target)	DECEMBER 17, 2024
Contract Start Date	DECEMBER 27, 2024

## 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.

Expenses related to the development of the response to this RFP shall be borne by the submitting firm. The selection process will conform to Federal Procurement processes.

## 2.07 WRITTEN OR ORAL DISCUSSIONS/PRESENTATIONS

After the opening of all proposals received by the closing date and time 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.

## 2.08 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 RFP's submitted will be evaluated by a committee consisting of Tougaloo's staff. During the evaluation process, Tougaloo reserves the right, where it may serve Tougaloo's best interest, to request additional information or clarifications from responders, or to allow corrections of errors or omissions.

The responses to the RFP will be reviewed by the selection team and the firms will be ranked according to their composite totals. The detailed evaluation of the responses may include an interview. Selection and award of the contract may be made with or without interviews. The most qualified will enter into negotiations with the College as to the terms, conditions, and compensation for performance of the work.

The evaluation factors set forth in this section are described as follows: RFP 24-1030

1. Qualifications- contractor's ability to deliver services meeting the overall objective and functions described in this RFP, including by the target start date.
2. Experience- information regarding the contractor's experience and the projects previously undertaken including the type and amount of grants awarded, the projects activities, and the status of the projects.
3. Compliance with applicable State and Federal laws and regulations
4. The committee may invite finalists for interviews and/or presentations. Failure to participate may result in a proposal not being considered.
5. Capacity for Performance – Identify the number and title of staff assigned to provide services.
6. Proposed Cost – proposed cost associated with the scope of work outlined in this RFP

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

### **Qualifications (30 points)**

Include company background, years in business, and the primary nature of work which the company is engaged. Include a listing of relevant projects completed by the firm within the last 5 years. In addition, The College may consider the history of firm in complying with project programs, schedules, and budgets on previous College projects.



**Proposal Due: Friday, December 6, 2024, at 2:00 p.m.**

**Experience (30 points)**

Include a brief description of responsibilities, project experience, and summary resumes of key professional personnel, as well as the general organizational structure of the typical project team.

**Capacity for Performance (20 points)**

Highlight any unique or non-traditional strategies, techniques, or equipment that the company has implemented to bring additional value to clients. This should include the company's general approach to project data collection, analysis, and design, as well as project scheduling and ability to meet deadlines.

**Proposed Cost (20)**

Provide the location and function of all offices that may be involved in a particular project. Please describe the proposed cost associated with 1) prepare plans and specifications, 2) distribute bid documents, 3) assist in bid opening and prepare bid tabulation, 4) assist in the execution of construction contracts, 5) hold pre-construction conference, and 6) perform construction inspection including periodic reports to the College and approve all payment requests.

**The selection process will conform to the Federal Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") Program.** The College will award a contract to the qualified individual or firm whose response to the RFP has the highest number of cumulative points following evaluation and determined to be the most advantageous to the College, all factors considered. The contract will include scope and extent of work and other essential requirements. An individual contract will be executed for each awarded project, and the contract will be on fixed price basis. The College has the authority to terminate the selection process at any time.

For more information related to this request contact Mr. Andra Johnson, [asjohnson@tougaloo.edu](mailto:asjohnson@tougaloo.edu)

### **3.0 PROPOSAL INFORMATION**

#### **3.01 SUBMISSION OF PROPOSALS**

The proposal package must be received on or before **2:00 P.M. on Friday, December 6, 2024.** 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  
BLACKMON BUILDING, 2<sup>ND</sup> FLOOR  
500 West County Line Road  
Tougaloo, MS 39174

When using a delivery service or hand delivering, the address is Blackmon Building, 2<sup>nd</sup> 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.

**Proposal Due: Friday, December 6, 2024, at 2:00 p.m.**

All proposals shall be clearly marked with the RFP code number “**24-1030**”.

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.

All responses to this RFP must be submitted in a sealed envelope and marked with the following language: “Response to RFP for Engineering Services

### 3.03 CONTENTS OF PROPOSAL

1. Contractors should include as part of their proposals all of the provisions of this RFP and furnish all required information.
2. If the Contractor submits provisions and conditions with the proposal, and if any of those terms and conditions conflict with federal and of the State of Mississippi, State laws shall govern. Standard terms and conditions may need to be amended to adequately reflect all of the conditions of this RFP.
3. All agreements of any nature requiring execution by the College must be submitted with the proposal.
4. 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.

### 3.05 BID/PROPOSAL PRICE CURRENCY

Unless stated otherwise in the request, bidders/offerors shall state bid/offer prices in US dollars.

## 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:

1. Contractor shall provide proof of Comprehensive General Liability insurance.
2. The Contractor shall provide a Certificate of Coverage mailed at least ten (10) business days prior to start of services to:  
Office of Fiscal Affairs, Tougaloo College,  
500 West County Line Road  
Tougaloo College, 39714
3. 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.
4. 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.
5. 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.
6. Worker's Compensation and Employer's Liability: Standard limits as required by applicable Worker's Compensation Laws.
7. 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

#### 4.03 OSHA STANDARDS

All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

#### 4.04 DRUG-FREE WORKPLACE CLAUSE

During the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

### 5.0 PERFORMANCE STANDARDS

**Task Area 1:** Upgrade to water distribution system includes providing the material, labor, equipment, and supplies to perform installation of new scheduled piping to the College's water main system, service inspection and repairs to all fire hydrants, well pumps, and water tower.

**Task Area 2:** Upgrade to sanitary sewer system to include the material, labor, equipment, and supplies to perform installation of new scheduled piping to a direct, primary feed to the College's sanitary sewer main that connects to every sewer manhole on the campus.

**Task Area 3:** Upgrade to drainage and street restoration includes providing the material, labor, equipment, and supplies to perform excavation for all needed areas in preparation for new water and sewer piping installation. Completing proper grading in areas around campus to accomplish drainage, therefore redirecting rainwater away from all building foundations.

## **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 DEBARMENT STATUS**

By submitting their proposal, the certify that they are not currently debarred by the federal government, the State of Mississippi, or any local government or public authority, from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

#### **6.09 COMPLYING WITH PROVISIONS**

Contractors shall state that they have read, understand and will comply with all provisions 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.