

**JACKSON STATE UNIVERSITY**

**Request for Proposals (RFP) 24-10**

**Mt. Olive Cemetery Preservation and Repair**

**ISSUE DATE:**  February 28, 2024

**ISSUING AGENCY:** Office of Purchasing and Travel

Jackson State University

P.O. Box 17029

1400 John R. Lynch Street

Jackson, MS 39217

Sealed proposals, subject to the conditions made a part hereof, will be received until **Tuesday, April 16, 2024 at 11:00 a.m. in the JSU Office of Purchasing and Travel,** same address as above, for furnishing services as described herein.

**IMPORTANT NOTE:** Indicate firm name and RFP number on the front of each sealed proposal envelope or package.

***All inquiries regarding this RFP should be directed to***:

Kimberly R. Harris **AND** Brenda Nash-Jefferson

Director of Procurement Services Contracts Specialist

601-979-0978 601-979-0699

kimberly.r.harris@jsums.edu brenda.l.nash-jefferson@jsums.edu

**Note:** Questions concerning this RFP must be submitted in writing and will be accepted until **March 19, 2024 at 5:00 p.m**. A summary of all questions and answers will be posted at <https://www.jsums.edu/finance/bid-information/> as an addendum located under RFP 24-10 by **March 28, 2024 at 5:00 p.m**. Any addendum associated with this RFP will be posted at <https://www.jsums.edu/finance/bid-information/> located under RFP 24-10. It is the Respondent’s responsibility to assure that all addenda have been reviewed and, if applicable, signed and returned.

**RFP Response Checklist –** Include these items in your response to RFP 24-10:

***All submissions must include one clearly marked “Original” response, an electronic copy in PDF files on a flash drive, and three (3) identical copies of the complete proposal.***

***All response packages must be clearly labeled with “Fuel Pump Replacement,” the Vendor’s name and “RFP 24-10.”***

\_\_\_\_\_ (a) Submission Cover Sheet APPENDIX A, signed and dated accompanied by a Cover Letter indicating the scope of the proposal. In addition, the letter should include a statement indicating the ability to comply with all requirements of this RFP and acceptance of JSU’s standard contract. The letter should include a statement of exceptions to any of the terms and conditions outlined in this RFP, if needed. Cover letter should explain why your firm would be the best choice for JSU. Any corporate-wide programs, performance standards and metrics, unique features, key initiatives, and the corporate support structures pertinent to JSU should be included.

\_\_\_\_\_ (b) Vendor Response to Management Requirements Questionnaire plus an overview of vendor qualifications, organizational profile (including operation under other Vendor names providing the same or similar services) and organizational chart. Describe how the organizational structure will ensure orderly communications, distribution of information, and effective coordination of activities, accountability, and decision-making authority.

\_\_\_\_\_ (c) References: Provide three (3) similar or like clients as references, for which Respondent has performed (or is currently performing) work similar in nature and scope within the last five (5) years. Information should include:

* + Institution
	+ Institution’s Address
	+ Contact name, telephone number, and email
	+ Similarity with scope and size of the JSU
	+ Length of time services have been provided

\_\_\_\_\_ (d) **In a separately sealed envelope –** Technical & Cost Specifications Response – This should include a completed Appendix B: *Construction Specification and Cost* as well as all information in response to each specification listed herein. **NO INFORMATION IDENTIFYING THE VENDOR SHALL BE INCLUDED.**

The proposal package must be received on or before 11:00 a.m. on April 16, 2024. It is the responsibility of the Respondent to ensure that the proposal package arrives in the Office of Purchasing and Travel on time. The proposal package should be delivered or mailed with return receipt requested to:

OFFICE OF PURCHASING AND TRAVEL

JACKSON STATE UNIVERSITY

P.O. Box 17029

1400 John R. Lynch Street

Jackson, MS 39217

When using a delivery service or hand delivering, the address is: H.P. Jacobs Administration Tower, 4th Floor, Office of Purchasing & Travel, Jackson State University, 1400 John R. Lynch Street, Jackson, MS 39217. Deliveries can be made during this office’s normal business hours of 8:00 a.m. to 5:00 p.m.

**JSU reserves the right to reject any and all proposals and to waive informalities and minor irregularities. JSU may accept any portion of a proposal or all items, if deemed in the best interest of the University to do so.**

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

Proposals received after the stated due date and time will not be accepted. Submission via facsimile or other electronic means will not be accepted.

**UNIVERSITY OVERVIEW**

Jackson State University is a 4-year Carnegie High Research Public University located in Jackson, MS. The University is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award Bachelors, Masters, Education Specialist, Doctor of Education, and Doctor of Philosophy degrees. JSU is organized under the leadership of its President, Marcus L. Thompson, Ph.D. For an expanded view of JSU and its programs, please visit the JSU web site at [www.jsums.edu](http://www.jsums.edu).

**STATEMENT OF PURPOSE**

Jackson State University (JSU) is seeking a professional consultant to develop design documents that will result in a preservation and improvement plan for the Mt. Olive Cemetery Preservation and Repair.

**TECHNICAL AND COST DETAILED REQUIREMENTS AND SPECIFICATIONS**

The proposal shall set forth methods, plans and costs as outlined below. Preservation and repair of Mt. Olive Cemetery at 1017 John R. Lynch Street, Jackson, Mississippi 39203, per the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, to include:

* preservation of 47 mausoleums;
* identify the location of all remains throughout the cemetery using Lidar and Ground Penetrating Radar technologies
* reinforce existing pathways and landscaping;
* architecture sensitive to cemetery environment;
* functionality;
* citizen access;
* adherence to preservation standards to achieve/maintain eligibility for listing on the National Register of Historic Places;
* employee access;
* use of technology and innovation for educational purposes; and
* maintenance efficiency.

The selected firm will include all design services necessary to plan for the future preservation and repair of the Mt. Olive Cemetery. JSU is requesting qualified companies/firms to submit proposals for Architectural Services for completing the programming and design for a sensitive cemetery improvement. Upon completion of the design, construction and bid documents will be forwarded to JSU for advertising and awarding of a construction contract. Yet to be determined is the role of the architectural firm in construction management/oversight of the project.

**Additional Requirements – INCLUDE WITH TECHNICAL & COST SPECIFICATIONS RESPONSE**

* Contractor shall agree to indemnify the University from any claims, actions, suits, causes of action, or demands, which may include, but is not limited to court costs and legal fees, arising from the implementation of the services to be provided.
* In event of default by Contractor or termination of contract, Contractor shall agree to provide service on a month-to-month basis at existing rates for up to six months.
* There shall be no cost increase during the initial term. A cost increase may be considered at the beginning of each renewal term. In this RFP’s response, the proposer must provide the justification and methodology for applying the cost increase and indicate the proposed amount of cost increase.
* JSU reserves the right to reject any or all proposals received, to waive any informalities or irregularities in proposals received, or to accept any proposal which is deemed most favorable to the University.
* Terms and conditions that constitute grounds for termination will be specified in the contract. JSU reserves the right to terminate contract with sixty (60) days’ notice or at the time of the contract renewal.

## 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 Board of Trustees of State Institutions of Higher Learning, Office of Insurance & Risk Management, 3825 Ridgewood Road, Suite 429, Jackson, MS, 39211 **AND** to JSU, Division of Information Technology, 1400 John R. Lynch St., Jackson, MS 39217 at least ten (10) business days prior to start of services. The Certificate of Coverage should, at a minimum, contain the name of the carrier, effective and expiration dates of coverage, a description of the covered perils, and amount of coverage by peril, the name and mailing address of the insurance company, and the name and mailing address of the insurance agent. The Certificate of Coverage must name the Board of Trustees of MS State Institutions of Higher Learning and JSU as additional insureds.  The additional insured requirement shall be by an endorsement form, or an equivalent or broader form, or by blanket additional insured endorsement, and the general liability coverage shall be primary and noncontributory in respect to insurance maintained by JSU or IHL.  Further, Contractor agrees to waive any rights of subrogation against IHL or JSU. The Comprehensive General Liability coverage shall be a minimum amount of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) annual aggregate through an insurance company with a Best rating of A- or higher and a financial size Class X or higher approved by the Mississippi Department of Insurance. No material change in coverages may occur for JSU or IHL without 30 days advanced notice.
* Worker's Compensation and Employer's Liability:  Standard limits as required by applicable Worker's Compensation Laws.
* Comprehensive General Liability:
	+ - * 1. General Aggregate - $5,000,000
				2. Personal & Adv Injury - $5,000,000
				3. 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 Jackson State University and that Contractor hereby waives all rights of recourse, including any right to which another may be subrogated, against Jackson State University for personal injury, including death, and property damage.

**MANAGEMENT REQUIREMENTS** *(Submit separately from Technical and Cost)*

**The questions below are designed to allow JSU to further evaluate vendor qualifications:**

1. What year was your company started?
2. How many years has your company been in the business of performing the services called for in this RFP?
3. Please provide the physical location and mailing address of your company’s home office, principal place of business, and place of incorporation.
4. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.
5. List all licenses, permits or certifications your company possesses that are required for performing the services required in this RFP.
6. For how many customers has your company provided these services in the past two (2) years?
7. What is the largest customer your company has provided fulfillment services for in the past (2) years? Please include the annual amount of the billing.
8. Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff.

**INQUIRIES ABOUT RFP**

Prospective Respondents 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 March 19, 2024 at 5:00 p.m. Please send your inquiries to kimberly.r.harris@jsums.edu ***and*** copy brenda.l.nash-jefferson@jsums.edu.

**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 JSU.

1. RFP Posted FEBRUARY 28, 2024
2. Prospective Respondents written inquiries deadline MARCH 19, 2024
3. Responses to inquiries posted MARCH 28, 2024
4. **Proposal submission deadline – 11:00 A.M. APRIL 16, 2024**
5. Award determination date (estimated target) MAY 15, 2024
6. Contract signed (estimated target) JUNE 5, 2024
7. Implementation Date (estimated target) JUNE 14, 2024

**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 JSU, 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 JSU’s Office of Purchasing and Travel will schedule any such presentations or address any needed written clarifications. JSU reserves the right to request a “best and final offer” at its discretion.

**EVALUATION OF PROPOSALS**

JSU 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. JSU reserves the right to contact and interview any reference listed. JSU may make a written determination showing the basis upon which the award was made and such determination shall be included in the Procurement file.

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

The evaluation factors set forth in this section are described as follows:

* Vendor’s ability to deliver products and 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/Ease of Use/Services Offered – 30 points
* Fees (Cost) – 50 points

**TWO-PHASE, BEST AND FINAL OFFER**

If the initial proposals do not provide JSU with a clear and convincing solution, or if JSU feels it is appropriate to offer the potential providers an opportunity to submit revised proposals, JSU 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, JSU 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.

**TERMINATION OF CONTRACT**

JSU reserves the right to terminate this agreement with thirty (30) days’ notice, by the Vice President for Business and Finance via certified mail to the address listed on the signature page of this RFP (Appendix A) if any of the terms of the proposal and/or contract are violated.

In the event the Contractor fails to carry out and comply with any of the conditions and agreements to be performed under the specification, JSU will notify the Contractor, in writing, of such failure or default. In the event the necessary corrective action has not been completed within a ten (10) day period, the Contractor must submit, in writing, why such corrective action has not been performed. The University reserves the right to determine whether or not such noncompliance may be construed as a failure of performance of the Contractor.

Termination of contract by Contractor without cause can only occur with at least one-hundred and twenty (120) days’ notice prior to the proposed termination of the contract.

In the event JSU 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 JSU.

**ACCEPTANCE TIME**

Proposal shall be valid for one-hundred eighty (180) days following the proposal due date.

**RFP CANCELLATION**

This RFP in no manner obligates JSU 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 JSU and may be terminated without penalty or obligations at any time prior to the signing of a contract. JSU reserves the right to cancel this RFP at any time, for any reason, and to reject any or all proposals or any parts thereof.

**OTHER CONTRACT REQUIREMENTS**

**Award Terms:** This contract shall be awarded at the discretion of the University based on the capabilities and overall reputation of the Contractor, as well as the cost. Acceptance shall be confirmed by the issuance of a contract from JSU.

**Standard Contract:** The awarded Contractor will be expected to enter into a contract that is in substantial compliance with [JSU’s standard contract](https://www.jsums.edu/finance/files/2022/07/JSU-Standard-Contract-Template-07-2022.pdf). Proposal should include any desired changes to the standard contract. It should be noted that there are many clauses which JSU can not change. Significant changes to the standard contract may be cause for rejection of a proposal.

**The Procurement Process:** The following is a general description of the process by which a firm will be selected to fulfill this Request for Proposal.

* Request for Proposals (RFP) is issued publicly.
* A deadline for written questions is set.
* Proposals will be received as set forth in the Schedule of Critical Dates.
* Unsigned proposals will not be considered.
* All proposals must be received by JSU no later than the date and time specified on the cover sheet of this RFP.
* At that date and time, the package containing the proposals from each responding firm will be opened publicly and the name of each Respondent will be announced.
* Proposal evaluation: JSU will evaluate all components of each proposal submitted.
* At their option, the evaluators may request oral presentations or discussions for the purpose of clarification or to amplify the materials presented in the proposal.
* Respondents are cautioned that this is a request for proposals, not a request to contract, and JSU reserves the unqualified right to reject any and all proposals when such rejection is deemed to be in the best interest of the University.
* The proposals will be evaluated according to criteria set forth in the Technical and Cost Specifications and Management Requirements sections of this RFP.

**APPENDIX A: SIGNATURE PAGE**

Provide information requested, affix signature and return this page with your proposal.

Name of Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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