



JACKSON STATE UNIVERSITY
Request for Proposals (RFP)
RFP 25-30 Historic Preservation Architectural Services (Ebony Theatre and John R. Lynch Corridor)

ISSUE DATE: June 24, 2026

ISSUING AGENCY: Office of Purchasing and Travel
Jackson State University
1400 John R. Lynch Street
Jackson, MS 39217

Sealed proposals, subject to the conditions made a part hereof, will be received until **Wednesday, July 22, 2026 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 Harris
Director of Procurement Services
601-979-0978
kimberly.r.harris@jsums.edu

AND

Brenda Nash Jefferson
Procurement Analyst
601-979-0699
brenda.l.nash-jefferson@jsums.edu

Any addendum associated with this RFP will be posted at <https://www.jsums.edu/finance/bid-information/> located under 25-30. It is the respondent's responsibility to assure that all addenda have been reviewed and, if applicable, signed and returned.

Note 1: Questions concerning this RFP must be submitted **in writing** and will be accepted until **July 7, 2026** 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 **July 14, 2026** at **5:00 p.m.**

Note 2: 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 25-30:

- a) Proposals shall be submitted in two packages (envelopes or boxes) marked as "Technical Proposal" and "Revenue Proposal" within a single package (envelope or box). The single package shall be sealed with "RFP 25-30" In the lower left-hand corner and ***an electronic copy in PDF files on a flash drive***
- b) Technical Proposal – One (1) original and six (6) copies to include: **Cover Letter, Corporate Structure and Credentials, and Operations and Ability to Perform** which should be sealed in a package with "**Technical Proposal**" in the lower left-hand corner. Each submitted package should be a complete copy. The original shall be marked on the first page as "**Original.**" **NO INFORMATION IDENTIFYING THE VENDOR SHALL BE INCLUDED.**
- c) Vendor Response to **Management Requirements Questionnaire** on page 12 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.
- d) 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

The proposal package must be received on or before **Wednesday, July 22, 2026 @ 11:00 a.m.** The respondent is responsible for ensuring that the proposal package arrives in the Office of Purchasing and Travel on time. The proposal package should be delivered or sent by mail to:

**Office of Purchasing and Travel
Jackson State University
1400 John R. Lynch Street
Jackson, MS 39217**

- e) M54 and M55 Professional Qualification Forms **(See Appendix B)**
- f) Your response must include the signature page in this RFP **(See Appendix C)** and the signature of an authorized representative of the respondent's organization. The signature on the "Original" signature page should be in **blue** ink.
- g) JSU reserves the right to reject any and all proposals, waive informalities and minor irregularities in proposals received, and accept any portion of a proposal or all items bid if deemed in the best interest of the University.
- h) Proposals received after the stated due date and time will be returned unopened. **Submission via facsimile or other electronic means will not be accepted.**

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.

UNIVERSITY OVERVIEW

Jackson State University (JSU), founded in 1877, is a historically black, high-research activity university located in Jackson, the capital city of Mississippi. Jackson State's nurturing academic environment challenges individuals to change lives through teaching, research, and service. Officially designated Mississippi's Urban University, Jackson State continues to enhance the state, nation, and world through comprehensive economic development, healthcare, technological, and educational initiatives. The only public University in metropolitan Jackson, Jackson State is located near downtown, with five satellite locations throughout the area.

Jackson State University, through the JSU Development Foundation and community-based stakeholders, is supporting revitalization efforts associated with the historic Ebony Theatre and the surrounding J.R. Lynch Street corridor.

Additional information about JSU can be found at our website, www.jsums.edu.

STATEMENT OF PURPOSE

Jackson State University (JSU) desires to contract with a reputable and responsible Historic Preservation Architecture firm to provide professional architectural and preservation planning services associated with the Ebony Theatre & J.R. Lynch Corridor Revitalization Initiative.

The selected firm will serve as the lead architectural and preservation consultant responsible for:

- Historic preservation planning
- Existing conditions assessments
- Adaptive reuse recommendations
- Preservation-sensitive redevelopment planning
- Coordination of specialty consultants
- Phased redevelopment recommendations
- Conceptual design guidance
- Building stabilization recommendations
- Coordination with ongoing infrastructure improvements
- Community-informed redevelopment support

The selected firm is expected to possess demonstrated experience with:

- Historic preservation projects
- Historic theater or cultural facility redevelopment
- Adaptive reuse planning
- Public or institutional redevelopment projects
- Community-centered redevelopment initiatives
- Coordination of multidisciplinary consultant teams

PRE-SUBMITTAL CONFERENCE & SITE WALKTHROUGH

A non-mandatory pre-submittal conference and site walkthrough will be conducted to provide prospective respondents an opportunity to review project conditions, ask questions, and better understand the scope of services.

The pre-submittal conference is intended to:

- Provide an overview of the project and procurement process
- Discuss current site conditions and infrastructure coordination considerations
- Review procurement timelines and evaluation procedures
- Allow respondents to ask clarification questions
- Provide a limited walkthrough of accessible project areas

Attendance is strongly encouraged.

Information shared during the pre-submittal conference is for informational purposes only. Any official modifications, clarifications, or interpretations of the RFQ shall be issued only through written addenda posted by Jackson State University.

Respondents are responsible for independently evaluating project conditions and project requirements.

Questions asked during the pre-submittal conference, along with written questions submitted during the procurement period, may be incorporated into an official written addendum.

Meeting details:

- **Date: Tuesday, July 2, 2026**
- **Time: 9:00 a.m.**
- **Location: E-City Center, Jackson, MS 39203**

Map Reference:



PROGRAM Governance

Project Governance Structure:

- Executive Sponsor
- Project Director
- Fiscal Oversight: JSU Development Foundation
- Steering Committee: Community advisory body representing the community at large in an advisory capacity

The Steering Committee shall provide:

- Community feedback
- Cultural and historical perspective

- Strategic recommendations
- Community engagement support
- Corridor revitalization input

The Steering Committee shall not:

- Approve procurements
- Direct contractors
- Approve invoices
- Control project finances
- Override procurement or governance procedures
- Manage day-to-day operations

PROGRAM OVERVIEW

JSU will have one agreement for Historic Preservation Architectural Services. The selected Historic Preservation Architect firm shall provide professional services including, but not limited to, the following:

Phase 1 – Preliminary Assessment & Planning

The selected firm shall serve as the lead consultant responsible for coordinating the overall conditions assessment process for the facility. The architect shall integrate findings from specialty consultants into a unified redevelopment and preservation planning framework.

The architect may coordinate specialty consultants including:

- Structural engineers
- Environmental consultants
- MEP consultants
- Roofing consultants
- Civil/site consultants

The intent of the assessment process is to support preservation-sensitive redevelopment planning and avoid fragmented or disconnected assessment activities.

Existing Conditions Assessment

- Conduct preliminary building assessments
- Review existing building conditions
- Identify visible structural concerns
- Assess building envelope and water intrusion conditions
- Assess roofing conditions
- Review accessibility and code considerations
- Identify immediate stabilization priorities

Historic Preservation Assessment

- Evaluate historic preservation considerations
- Document historically significant architectural features
- Identify preservation-sensitive redevelopment opportunities
- Develop preservation recommendations

Consultant Coordination

Coordinate and integrate specialty consultants as needed, including:

- Structural engineering
- Environmental consulting
- MEP evaluations
- Roofing evaluations
- Site/civil coordination

Site & Infrastructure Coordination

- Coordinate with ongoing roadway and utility improvement activities
- Identify site access considerations
- Review equipment staging and contractor logistics impacts
- Coordinate redevelopment sequencing recommendations

Current Road, sewer, and utility infrastructure improvements are underway within the surrounding project area and are currently anticipated to be substantially completed by September 16, 2026, pending delays.

Phase 2 – Redevelopment Planning & Conceptual Design

Adaptive Reuse & Redevelopment Planning

- Develop conceptual redevelopment strategies
- Provide adaptive reuse recommendations
- Support phased redevelopment planning
- Identify future operational opportunities
- Support long-term sustainability planning

Preliminary Cost & Phasing Support

- Develop conceptual project phasing recommendations
- Assist with high-level budget forecasting
- Support prioritization of future capital improvements

Community Engagement Support

- Participate in stakeholder meetings
- Support Steering Committee discussions as needed

- Incorporate community and cultural preservation considerations into redevelopment planning

PROCUREMENT PROCESS:

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

- a) Request for Proposals (RFP) is issued to prospective suppliers.
- b) Deadline for written questions is set.
- c) Proposals will be received as set forth.
- d) Unsigned proposals will not be considered.
- e) All proposals must be received by JSU no later than the date and time specified on the cover sheet of this RFP.
- f) At that date and time, the package containing the proposals from each responding firm will be opened publicly, and each respondent's name will be announced.
- g) Proposal evaluation: JSU will review each proposal.
- h) 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.
- i) Respondents are cautioned that this is a request for offers, not a request to contract and that JSU reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of JSU.
- j) The proposals will be evaluated according to the criteria set forth on Pages 13-14.

SCOPE OF SERVICES REQUIRED & TERM OF CONTRACT

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 before signing 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.

DISCUSSIONS/EVALUATION CRITERIA/AWARD PROCESS

JSU reserves the right to conduct discussions with any or all respondents or to award a contract without such discussions based only on the evaluation of the written proposals. JSU reserves the right to contact and interview anyone connected with any past or present projects with which the respondent has been associated. JSU likewise reserves the right to designate a review committee to evaluate the proposals according to the criteria set forth under this section. 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.

- 1) Corporate Structure, Credentials, and Prior Experience – JSU will attempt to determine the probability of the program's future success based on the proposer's organizational structure and proven experience.
- 2) Operations and Plan to Perform – JSU will be attempting to determine the probability of future success of the program based on the proposer's plans for providing the service.
- 3) Efficiencies and Sustainability – JSU will attempt to determine any increased efficiencies for the institution (examples may include, but are not limited to, a single Vendor of all services to reduce bookkeeping issues, electronic transfer of funds, electronic records, etc.) JSU will also consider 'Sustainability' issues such as healthy foods, recycling, waste minimization, energy conservation, etc.

2) TERM OF CONTRACT

- JSU reserves the right to terminate this agreement with thirty (30) days' notice by the Chief Financial Officer via certified mail to the address listed on the signature page of this RFP (See Appendix F) if any of the terms of the proposal and/or contract are violated
- In the event the Vendor fails to carry out and comply with any of the conditions and agreements to be performed under the specifications, JSU will notify the Vendor, 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 Vendor 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 Vendor.
- Termination of contract by Vendor without cause can only occur with at least one hundred and twenty (120) days' notice before the contract's proposed termination.
- In the event JSU employs attorneys or incurs other expenses that are considered necessary to protect or enforce its rights under this contract, the Vendor agrees to pay the attorney's fees and expenses so incurred by JSU.

3) RELATIONSHIP OPPORTUNITIES

OTHER ASSURANCES

- 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, 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.

A. Insurance Requirements

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

- Contractor, as an independent contractor, shall provide proof of Comprehensive General Liability insurance, Workers' Compensation insurance and Commercial Auto 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 JSU, Department of Facilities and Construction Management, Executive Director, 1400 J.R. Lynch St., Jackson, MS 39217 at least ten (10) working 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 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 and the Commercial Auto 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:
 - i. General Aggregate - \$5,000,000
 - ii. Personal & Adv Injury - \$5,000,000
 - iii. Each Occurrence - \$5,000,000
 - iv. Fire Damage (any one fire) - \$1,000,000
 - v. Medical Expense (any one person) - \$5,000
 - vi. Automobile Bodily Injury and Property Damage Liability - \$1,000,000 Combined Single Limit
- Certificates of insurance with coverage described above shall be furnished by the proposer prior to the commencement of services under this agreement 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 Vendor 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 firm established?
2. How many years has your firm provided architectural, historic preservation, adaptive reuse, planning, engineering, or related professional services?
3. Provide the physical address of your headquarters and identify the office location that will serve as the primary point of contact for this project.
4. If your firm is not located within Mississippi or the Jackson metropolitan area, describe how your firm will provide project management, stakeholder engagement, site visits, and construction administration services throughout the project.
5. Has your firm undergone any significant organizational changes within the last three (3) years, including mergers, acquisitions, ownership transitions, or restructuring? If yes, describe the changes and any anticipated impact on your ability to perform the requested services.
6. List all professional licenses, registrations, certifications, and credentials held by your firm and proposed project team that are relevant to this project, including architectural licenses, historic preservation qualifications, and any applicable specialty certifications.
7. Describe your firm's experience with historic preservation, adaptive reuse, theater restoration, cultural facilities, museums, educational facilities, and National Register-listed properties. Include project names, locations, dates, and client references.

8. How many historic preservation, rehabilitation, adaptive reuse, or cultural facility projects has your firm completed within the past five (5) years? Provide a brief description of each project, including construction value and completion date.
9. Describe the largest historic preservation, theater restoration, cultural facility, or adaptive reuse project completed by your firm within the past five (5) years. Include the project scope, total construction value, funding sources, and your firm's role.
10. Describe your firm's experience working with:
 - Secretary of the Interior's Standards for Rehabilitation
 - National Register of Historic Places properties
 - State Historic Preservation Office (SHPO) reviews
 - National Park Service requirements
 - Historic tax credit programs (if applicable)
11. Identify the proposed Project Manager and key personnel assigned to this project. Describe their qualifications, experience, certifications, and specific roles on the project.
12. Identify all proposed subconsultants and describe their qualifications, areas of expertise, and anticipated responsibilities.
13. Describe your firm's approach to community engagement, stakeholder coordination, public meetings, and collaboration with nonprofit organizations, educational institutions, and local government partners.
14. Describe your firm's experience managing grant-funded projects, including projects funded through federal, state, local, philanthropic, or foundation sources.
15. Describe your approach to project planning, budgeting, cost estimating, schedule development, risk management, and quality control.
16. Describe your firm's approach to construction administration, contractor coordination, change order review, budget monitoring, and project closeout.
17. Describe your firm's current workload and capacity to successfully complete this project within the anticipated schedule.
18. Provide at least three (3) references for projects similar in scope, complexity, and historic significance completed within the last five (5) years. Include:
 - Client Name
 - Organization
 - Project Name
 - Project Location
 - Contact Name
 - Telephone Number
 - Email Address
19. Describe any litigation, arbitration, contract disputes, or claims involving your firm within the past five (5) years related to professional services. Include the nature of the matter and its resolution.
20. Provide any additional information that demonstrates your firm's qualifications, unique capabilities, or value in delivering the Ebony Theatre Historic Preservation and Rehabilitation Project.

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.

I.	RFP Posted	June 24, 2026
II.	Pre-Bid Conference (Walkthrough Date) - 9:00 A.M.	July 2, 2026
III.	Prospective respondents written inquiries deadline	July 7, 2026
IV.	Responses to inquiries posted	July 14, 2026
V.	Proposal submission deadline – 11:00 A.M.	July 22, 2026
VI.	In Person Interview	Invite Only
VII.	Award determination date (estimated target)	August 6, 2026
VIII.	Contract signed (estimated target)	August 14, 2026
IX.	Contract effective date (estimated target)	August 25, 2026

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:

- The vendor's ability to deliver a service meeting the overall objective and functions described in this RFP
- Competitive fees
- Availability and access to technical support
- 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.

Prior to formal evaluation scoring, proposals may undergo an initial responsiveness and compliance review.

The University may review submissions for:

- Completeness of submission
- Required due diligence documentation
- Professional licensure verification
- Insurance verification
- Relevant historic preservation experience
- Organizational capacity
- Conflict of interest disclosures
- Procurement compliance

Jackson State University reserves the right to reject proposals deemed non-responsive.

Proposals will be evaluated using the following weighted criteria:

Evaluation Category	Points
Historic Preservation Experience	25
Theater/Cultural Facility Experience	15
Technical Design & Redevelopment Approach	15
Preservation Standards Knowledge	10
Ability to Coordinate Specialty Consultants	10
Team Qualifications & Staffing	10
Project Timeline & Capacity	5
Cost Proposal	5
Community Engagement Approach	5
Total Possible Points	100

Recommendation Thresholds:

- 90–100 = Highly Recommended
- 75–89 = Recommended
- 60–74 = Conditional
- Below 60 = Not Recommended

Jackson State University reserves the right to conduct interviews and request presentations from shortlisted firms.

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.

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(s) will be expected to enter into a contract that is in substantial compliance with [JSU's standard contract \(Appendix A\)](#). Proposal should include any desired changes to the standard contract. It should be noted that there are many clauses which JSU cannot 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:

JSU's Standard Contract

THIS AGREEMENT is made this day between Jackson State University, a Mississippi Institution of Higher Learning (hereinafter referred to as "JSU") and (hereinafter referred to as "CONTRACTOR"), located at 1400 John R. Lynch Street, Jackson, MS 39217.

In consideration of the mutual benefits and advantages to each other, JSU desires to engage CONTRACTOR for the purposes and for the time period set forth below; and CONTRACTOR agrees to perform the services and deliver the products in accordance with the terms and conditions of this Agreement.

1. SCOPE OF SERVICES

CONTRACTOR shall provide JSU with the products and services set forth in RFX/RFP XXX and CONTRACTOR's proposal, as accepted by JSU in response thereto RFX/RFP XXX project components and CONTRACTOR's proposal are incorporated herein and attached hereto as Exhibits B and C respectively.

CONTRACTOR represents and warrants the services performed shall be of professional quality consistent with and in accordance with generally accepted industry standards for the performance of such services.

2. PERIOD OF PERFORMANCE

Unless this Agreement is extended by mutual written agreement of the parties or terminated as prescribed elsewhere herein, this Agreement shall begin on the date signed by all parties and end no later than xxxx xx, xxxx.

3. CONSIDERATION AND PAYMENT

As consideration for the satisfactory performance of those services contemplated by this Agreement, JSU agrees to pay, and CONTRACTOR agrees to accept total compensation for all services rendered pursuant to this Agreement NOT TO EXCEED XXXXX DOLLARS (\$XXXXX), and shall be payable when XXXXX.

CONTRACTOR shall at all times be regarded as and shall be legally considered an independent contractor and neither CONTRACTOR nor its employees shall, under any circumstances, be considered servants, agents or employees of JSU, and JSU shall at no time be legally responsible for any negligence or other wrongdoing by CONTRACTOR, its partners, principals, officers, agents, employees, or representatives. Nothing contained in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partners, joint ventures, or any similar

relationship between JSU and CONTRACTOR. At no time shall CONTRACTOR be authorized to do so and at no time shall CONTRACTOR act as an agent for JSU.

4. **E-PAYMENT**

CONTRACTOR agrees to accept all payments in United States currency via the Jackson State University's electronic payment and remittance vehicle. Payments on behalf of JSU to CONTRACTOR for services and products will be rendered in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Miss. Code Ann. §§ 31-7-301, *et seq.*, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. The CONTRACTOR's invoices shall be submitted to JSU using the processes and procedures identified JSU. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and shall remain responsible and liable for full performance after the invoice date. The CONTRACTOR understands and agrees that the State and JSU are exempt from the payment of taxes.

JSU does not agree to pay extra compensation, fees, or allowances after service has been rendered or a contract has been made, or for any payment not authorized by law.

5. **E-VERIFICATION**

CONTRACTOR represents and warrants it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, *et seq.* of the Mississippi Code Annotated, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. CONTRACTOR further represents and warrants any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. CONTRACTOR understands and agrees any breach of these warranties may subject CONTRACTOR to the following:

- (a) termination of this Agreement and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation and/or termination being made public, or
- (b) the loss of any license, permit, certification, or other document granted to CONTRACTOR by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year, or both
- (c) in the event of such termination/cancellation, CONTRACTOR would also be liable for any additional costs incurred by MSOS due to contract cancellation or loss of license or permit to do business in the State.

6. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed the obligation of JSU to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the

Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to JSU, JSU shall have the right upon ten (10) working days written notice to CONTRACTOR, to terminate this Agreement without damage, penalty, cost or expenses to JSU of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

7. **APPLICABLE LAW**

The parties recognize and agree that JSU is a Mississippi Institution of Higher Learning and that this Agreement is governed and controlled by the laws of the State of Mississippi, including Opinions of the Mississippi Attorney General. Any provision contained in this Agreement and any policy, agreement or term referenced herein, which is contrary to Mississippi law is void and unenforceable. CONTRACTOR shall comply with applicable federal, state, and local laws and regulations.

The Parties acknowledge and agree that JSU's contacts are governed by the laws of the State of Mississippi and therefore, any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in the Federal or State court in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11- 3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

8. **ASSIGNABILITY AND SUBCONTRACTING**

CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of JSU thereto. None of the work or services covered by this Agreement shall be subcontracted without prior written approval by JSU.

9. **ATTORNEY'S FEES AND EXPENSES**

Subject to other terms and conditions of this Agreement, in the event CONTRACTOR defaults in any obligations under this Agreement, CONTRACTOR shall pay to JSU all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by JSU in enforcing this Agreement or otherwise reasonably related thereto. CONTRACTOR agrees that under no circumstances shall JSU be obligated to pay any attorney's fees or costs of legal action to CONTRACTOR.

10. **AUTHORITY TO CONTRACT**

CONTRACTOR warrants

- (a) it is a validly organized business with valid authority to enter into this Agreement;
- (b) it is qualified to do business and is in good standing with the State of Mississippi, if required;
- (c) entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and,
- (d) notwithstanding any other provision of this Agreement to the contrary, there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

11. CHANGES

JSU may, from time to time, require and request changes in the scope of services of CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation which are mutually agreed upon by and between the parties, shall be included in written amendments to this Agreement. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to this Agreement must be made in writing and agreed upon by both parties.

12. COMPLIANCE WITH LAWS

CONTRACTOR understands JSU is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and CONTRACTOR agrees during the term of the Agreement to strictly adhere to this policy in its employment practices and provision of services. CONTRACTOR shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

13. CONFIDENTIALITY

Any writings, reports, forms, information, ideas, data, electronic or otherwise given to, prepared by, or in any way generated, accomplished or accessed by CONTRACTOR in carrying out the terms of this Agreement shall be kept confidential by CONTRACTOR and no such information shall be made available to any individual, organization, or otherwise by CONTRACTOR without the prior written approval of JSU, and in accordance with the Confidentiality and Non-Disclosure Addendum attached as Attachment A.

14. FAILURE TO ENFORCE

The failure by JSU at any time to enforce the provisions of this Agreement shall not be construed as a waiver of such provision. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of JSU to enforce the provision at any time in accordance with its terms.

15. INSURANCE

CONTRACTOR shall maintain, at its own expense, the following insurance coverage in the amounts specified, insuring CONTRACTOR, its employees, agents, designees, subcontractors, and any indemnities as required herein:

- (a) Professional Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00), including personal injury, bodily injury (including both disease and death), property damages and blanket contractual liability; and
- (b) Comprehensive general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence with the State of Mississippi added as an additional insured; and
- (c) Workers' compensation insurance in the amounts required pursuant to the laws of the State of Mississippi.

CONTRACTOR shall furnish JSU with a certificate of conformity providing the aforesaid coverage within ten (10) days of execution of Agreement. It is understood by the parties in the event CONTRACTOR fails to secure such insurance and providing the certificate evidencing same, JSU,

at its sole option, may terminate this Agreement immediately without further notice to CONTRACTOR.

All insurance policies required herein shall be issued by an insurance company or companies licensed to do business in the State of Mississippi and acceptable to JSU. No policy of insurance may be cancelled or reduced during this Agreement. Modification to the policy of insurance must have written notification to JSU prior to modification.

16. ITEMIZED SERVICES AND INSPECTION OF BOOKS AND RECORDS

CONTRACTOR shall submit to JSU at such times and in such form and manner as JSU may direct, an itemized invoice for services rendered in an amount compatible with the consideration fixed herein. JSU shall have the right to request additional information pertaining to each itemized invoice. JSU shall have the right to inspect and audit the books and records of CONTRACTOR. Such books and records shall be retained and maintained by CONTRACTOR for a minimum of three (3) years following the termination of or the expiration of this Agreement.

17. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business listed herein. Notice shall be deemed given when actually received or when refused. JSU and CONTRACTOR agree to promptly notify each other in writing of any change of address.

For CONTRACTOR

XXXXXXXXXXXXXXXXXXXX
Attn: XXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

For JSU

Jackson State University
Attention: Kimberly R. Harris
1400 John R. Lynch Street
Jackson, Mississippi 39217

18. REPRESENTATION REGARDING CONTINGENT FEES

CONTRACTOR represents it has not retained a person to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in CONTRACTOR's bid or proposal.

19. STATE'S IMMUNITY

By entering into this Agreement with CONTRACTOR, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law. As such, as a state entity, JSU does not waive its sovereign immunity. JSU shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties. Miss. Code Ann. § 11-46-1, et seq. JSU does not waive its Constitutional Eleventh (11th) Amendment immunity. U.S. Const. Amend.

20. STOP WORK ORDER

- A. Order to Stop Work: JSU may, by written order to CONTRACTOR at any time, and without notice to any surety, require CONTRACTOR to stop all or any part of the work called for by

this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to CONTRACTOR unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, CONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, JSU shall either:

- (a) Cancel the stop work order; or,
 - (b) Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- B. Cancellation or Expiration of the Order: If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, CONTRACTOR shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contractor price, or both, and the Agreement shall be modified in writing accordingly, if:
 - (a) the stop work order results in an increase in the time required for, or in CONTRACTOR'S cost properly allocable to, the performance of any part of this Agreement; and,
 - (b) CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided, if JSU decides the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this agreement.
- C. Termination of Stopped Work: If a stop work order is not cancelled and the work covered by such order is terminated, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- D. Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Agreement, if any.

21. **TERMINATION FOR CONVENIENCE**

- A. Termination: JSU may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. JSU shall give written notice of the termination to CONTRACTOR specifying the part of this Agreement terminated and when termination becomes effective.
- B. Contractor's Obligations: CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination CONTRACTOR will stop work to the extent specified. CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated work. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. JSU may direct CONTRACTOR to assign CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to MSOS. CONTRACTOR must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

22. TERMINATION FOR DEFAULT

- A. Default: If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the Agreement's provisions, or commits any other substantial breach of this Agreement, JSU may notify CONTRACTOR in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by JSU, such officer may terminate CONTRACTOR'S right to proceed with this Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, JSU may procure similar supplies or services in a manner and upon terms deemed appropriate by JSU. CONTRACTOR shall continue performance of this Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- B. Contractor's Duties: Notwithstanding termination of this Agreement and subject to any directions from the procurement officer, CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of CONTRACTOR in which the State has an interest.
- C. Compensation: Payment for completed services and products delivered and accepted by JSU shall be at the contract price. JSU may withhold from amounts due CONTRACTOR such sums as JSU deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse JSU for the excess costs incurred in procuring similar goods and services.
- D. Excuse for Nonperformance or Delayed Performance: Except with respect to defaults of subcontractors, CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by CONTRACTOR to make progress in the prosecution of the work hereunder which endangers such performance) if CONTRACTOR has notified JSU within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, CONTRACTOR shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit CONTRACTOR to meet the requirements of this Agreement. Upon request of CONTRACTOR, JSU shall ascertain the facts and extent of such failure, and, if such officer determines any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, CONTRACTOR'S progress and performance would have met the terms of this Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience." (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- E. Erroneous Termination for Default: If, after notice of termination of CONTRACTOR'S right to proceed under the provisions of this clause, it is determined for any reason this Agreement was not in default under the provisions of this clause, or the delay was excusable under the provisions of Paragraph (D) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and

obligations of the parties shall, if the Agreement contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

- F. **Additional Rights and Remedies:** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

23. TERMINATION UPON BANKRUPTCY

This Agreement may be terminated in whole or in part by JSU upon written notice to CONTRACTOR, if CONTRACTOR should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by CONTRACTOR of an assignment for the benefit of its creditors. In the event of such termination, CONTRACTOR shall be entitled to recover just and equitable compensation for satisfactory work performed under this Agreement, but in no case shall said compensation exceed the total contract price.

24. SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

25. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 2561-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

26. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood between JSU and CONTRACTOR that Mississippi law requires the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

27. ENTIRE AGREEMENT

This Agreement, including any exhibits (which are specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes

and replaces any and all other prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter thereof. This Agreement made by and between the parties hereto shall consist of and precedence is hereby established by the order of the following:

- (a) This Agreement signed by the parties, and;
- (b) Exhibit A- Confidentiality and Non-Disclosure Addendum.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

Denise Jones Gregory, Ph.D.
President, Jackson State University

Date: _____

XXXXXXXXXX
Printed Name: _____

Title: _____
Date: _____

APPENDIX B:

M54 and M55 Professional Qualification Forms

Purpose

As part of the proposal submission requirements, respondents shall complete and submit the applicable Mississippi Department of Finance and Administration (DFA) professional qualification forms identified below.

These forms are commonly utilized by the State of Mississippi and the Capitol Complex Improvement District (CCID) to evaluate the qualifications, experience, and capacity of architectural, engineering, and related professional service firms.

M54 – Architect-Engineer and Related Services Questionnaire

The M54 form is a standardized qualifications questionnaire used to collect general information regarding a firm's professional capabilities and qualifications.

Information typically requested includes:

- Firm name and contact information
- Office locations
- Organizational structure
- Professional licenses and registrations
- Areas of technical expertise
- Staffing resources
- Relevant project experience
- Consultant and subcontractor relationships
- General qualifications and capabilities

The M54 form assists project owners in evaluating a firm's overall experience, qualifications, and ability to perform professional services.

M55 – Architect-Engineer and Related Services Questionnaire for Specific Project

The M55 form is a project-specific qualifications questionnaire used to evaluate a firm's experience, approach, and capacity related to a particular project.

Information typically requested includes:

- Project-specific team composition
- Key personnel assignments
- Proposed consultants and subconsultants
- Relevant project experience
- Similar project references
- Technical capabilities related to the project scope
- Project understanding and approach
- Availability and capacity to perform services

The M55 form assists project owners in evaluating how a firm's qualifications and experience align with the specific requirements of the project being solicited.

Applicability to the Ebony Theatre Project

For the Ebony Theatre & J.R. Lynch Corridor Revitalization Initiative, respondents shall complete and submit both the M54 and M55 forms as part of their proposal package.

The submitted forms will be utilized as part of the University's evaluation process to assess:

- Professional qualifications
- Historic preservation experience
- Project team capabilities
- Consultant coordination experience
- Organizational capacity
- Experience with similar redevelopment and preservation projects

Failure to provide the required forms may result in the proposal being deemed non-responsive.

Additional Information

Additional forms, instructions, solicitation guidelines, and procurement resources are available through the Mississippi Department of Finance and Administration (DFA) and Capitol Complex Improvement District (CCID) procurement resources.

APPENDIX C:

SIGNATURE PAGE

RFP 25-30

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

NAME OF FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____
AREA CODE/NUMBER

FACSIMILE NUMBER: _____
AREA CODE/NUMBER

E-MAIL ADDRESS: _____

**AUTHORIZED
SIGNATURE:** _____

PRINTED NAME: _____

TITLE: _____