



**LeMoyne-Owen**  
**COLLEGE**

**REQUEST FOR PROPOSAL**

**LeMoyne-Owen College**

**Campus Security Services**

Issued by:  
LeMoyne-Owen College  
Vice President of Facilities  
February 7, 2022

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## **SECTION ONE**

### **INTRODUCTION**

#### **A. Project Description**

The College has issued this Request for Proposal (RFP) to define the Institution's minimum service requirements. Through this RFP, the College seeks to procure necessary Security Services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are small, minority, women, and service-disabled veteran owned, the opportunity to do business with the Institution. Vendors must complete the Ownership Ethnicity Form (See Attachment D) for form and classification definitions). In addition, all small, minority, women and service-disabled veteran owned businesses are strongly encouraged to register with the Governor's Office of Diversity Business Enterprise (Go-DBE) to attain official certification.

The Institution intends to secure a contract for Security Services as further defined in, RFP Requirements

#### **B. College Overview**

LeMoyne-Owen College is a four-year liberal arts institution located in Memphis, TN. We are an HBCU (Historically Black College/University), founded in 1862. LeMoyne-Owen College (LOC) prepares students to become critical thinkers, lead productive and successful lives, and become contributors to their respective communities. The College is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

The Core Curriculum emphasizes a multicultural education and is a national model designed to build student confidence and to build a solid framework for more specialized study. LOC has an enrollment of approximately 700 students. Students between the ages of 18-24 represent 69% of the student body. Over 96% of students of LeMoyne-Owen College are from Shelby County, TN. Sixty--seven percent of students are female, and 33% are male. Full-time students represent 88% of the student population. Seventy-eight percent (78%) of students are eligible for Pell grants, indicating they are from low-income households.

LeMoyne-Owen College is associated with the United Negro College Fund and receives support from this national non-profit organization that supports Historically Black Colleges and Universities nationwide.

LeMoyne-Owen College seeks to promote and ensure equal opportunity for all persons without regard to race, color, religion, sex, ethnic or national origin, sexual orientation, gender identity, genetic information, disability status, age or status as a protected veteran and shall fully comply with Executive Order 11246, as amended, and all other applicable federal and state equal opportunity law.

### C. RFP Details and Guidelines

The Bid or Proposal, and all related correspondence shall be signed, sealed, addressed, and delivered to LeMoyne-Owen College, 807 Walker Ave., Vice President of Facilities, Memphis, Tennessee 38126 by or before 4:30 p.m. on Monday, February 28, 2022.

Submit One electronic version (pdf format) of your proposal via email to [securityRFP@loc.edu](mailto:securityRFP@loc.edu). The subject line of your email should include **RFP 2022-0228 – LOC Campus Security Services** and include the Proposers' Name. Bids submitted by Vendors will be opened and recorded on February 28, 2022, at 4:31 p.m. Bids arriving after 4:30 p.m. CST on February 28th will not be accepted. The College will establish an evaluation committee to evaluate all formal responses to the RFP.

The College reserves the right to accept or to reject any or all bids, to waive any irregularities or informalities in any response or in the proceedings, and to accept or reject any item or combination of items.

The award will be to the Proposer whose bid complies with all the requirements set forth in this RFP and whose response, in the opinion of the College, is the most advantageous to the College, taking into consideration all aspects of the Proposer's response, including the total NET cost to the College, as well as all of the criteria set forth in this RFP.

Proposals must clearly and specifically detail all deviations to the exact requirements imposed upon the Proposer through this RFP. Such deviations must be listed on the attached Response Form; otherwise, the proposal package must be considered as being made in strict compliance with **RFP 2022-0228** instructions and specifications.

The Bid package, in PDF file, may be downloaded from the LeMoyne-Owen College web site at <https://www.loc.edu/news-and-events/>

Please direct all inquiries regarding this proposal to Mr. Jesse Chatman, Director of Facilities, via email at [jesse\\_chatman@loc.edu](mailto:jesse_chatman@loc.edu) or send email to [securityRFP@loc.edu](mailto:securityRFP@loc.edu)

## **SECTION TWO**

### **GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS**

#### A. Definitions

*The College:*

LeMoyne-Owen College, Memphis TN

*RFP:*

Request for Proposal; a formal request soliciting proposals

*PROPOSER/RESPONDENT:*

An individual, firm, partnership, corporation, association or other legal entity permitted by law to provide Security Services, employ armed and unarmed guards, and provide overall Campus Security Services for educational entities, and/or any entity who submits a response to the RFP.

*RESPONSE/PROPOSAL/SUBMITTAL:*

Vendor Qualifications and other information submitted in response to an RFP.

*EVALUATION TEAM:*

Comprised of College staff; established to review and score the submittals in accordance with the criteria and make recommendation for award.

*CONTRACTOR/VENDOR:*

A company or person which is awarded the RFP/agreement

## B. Point of Contact

The College's point of contact for all matters relating to this RFP is Mr. Jesse Chatman, Director of Facilities, via email at [jesse\\_chatman@loc.edu](mailto:jesse_chatman@loc.edu) or send email to [securityRFP@loc.edu](mailto:securityRFP@loc.edu)

If there are any questions concerning the RFP, direct in writing, to Mr. Jesse Chatman, Director of Facilities, via email at [jesse\\_chatman@loc.edu](mailto:jesse_chatman@loc.edu) or send email to [securityRFP@loc.edu](mailto:securityRFP@loc.edu)

Neither questions nor answers will be provided via phone or in person. The last day to submit questions will be the end of business (4:30 p.m. CST) on Friday, February 25th.

Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the College posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee, officer or agent of the College concerning any aspect of this solicitation, except in writing to the designated point of contact, as provided in the solicitation documents. Violations of this provision may be grounds for rejecting a response.

## C. Interpretation of Documents/Written Addenda

No interpretation of the meaning of the RFP document or correction of any apparent ambiguity, inconsistency or error therein will be made to any respondent verbally. Requests for such interpretation or correction should be made in writing to the College's point of contact (Section Two, Letter B). Interpretation of the wording of this document shall be the sole responsibility of the College and that interpretation shall be final.

A written addendum may be issued, prior to the RFP submittal date, supplementing, modifying, or interpreting any portion of this RFP and same will be posted on the College's website:

<http://www.loc.edu>

No verbal or written information from other sources have been authorized as representing the College.

In case the College finds it more expedient to supplement, modify or interpret any portion of the RFP document prior to the submittal date, such procedure will be accomplished by the issuance of written addenda to the RFP and posted at the following website:

<http://www.loc.edu>

It is the sole responsibility of all prospective respondents to visit the website, prior to submitting their response, in order to view the solicitation and download any or all issued addenda.

#### D. Delays

The College, at its sole discretion, may delay the scheduled due dates indicated if it is to the advantage of the College to do so. The College will post delays or changes and information or addendums on the College's website: <http://www.loc.edu>

It is the sole responsibility of interested proposers to consistently monitor this site for changes. Failure to note changes posted on the website will be the fault of the potential proposer and not the responsibility of the College.

#### E. Proposal Withdrawn

Respondents may withdraw their proposals by notifying the College, in writing at any time prior to the time set for the submittal deadline. Respondents may withdraw their proposals in person or through an authorized representative. Once opened, proposals become the property of LeMoyne-Owen College, and will not be returned to the respondents.

#### F. Additional Information

No additional information may be submitted, or follow-up performed, by any proposer after the stated due date, outside of a formal presentation to the evaluation team, unless specifically requested by the College.

#### G. Award/Contract

The College intends to select the most responsible and responsive proposer(s) that can demonstrate in their written response, with qualitative information based on the criteria contained herein. The proposer understands that this RFP does not constitute an agreement or contract with the proposer. An official contract or agreement is not binding until all related documents are reviewed and accepted by appointed staff, approved by the appropriate level of authority within LeMoyne-Owen College and executed by the parties. The College reserves the right to select a proposal which, in the opinion and discretion of the College, will be in the best interest of the College and/or the most advantageous to the College.

Following approval of the intended award(s) by the College, if applicable, an agreement will be executed between the College and selected vendor(s). Should the College be unable to enter into a satisfactory agreement with the selected vendor(s), negotiations must be formally terminated, and the College can undertake negotiations with the next ranked proposer(s), and



so on, until a satisfactory agreement(s) is executed that is fair, competitive, and reasonable or until the College otherwise terminates the selection process.

LeMoyne-Owen College intends to establish one (1) agreement for the purpose of the College's Security Services. The College reserves the right, at its discretion, to select one firm or no firm. The College reserves the right to add, delete or modify services during the agreement period under the same terms and conditions of the resulting agreement.

#### H. Termination

If the awarded contract(s) is terminated or cancelled within the first year of the contract period, LeMoyne-Owen College may elect to award the contract to the next ranked proposer, issue a new RFP, or cancel the project, whichever is determined to be in the best interest of the College.

The College may, by written notice to the vendor, terminate the agreement for default in whole or in part if the vendor fails to:

1. Provide products or services that comply with the specifications herein or final negotiated specifications or fails to meet the College's performance standards
2. Deliver the supplies or to perform the services within the time specified in the agreement or any extension of same
3. Make progress so as to endanger performance of the agreement or
4. Perform any of the other provisions of the agreement

Prior to termination for default, the College will provide written notice to the vendor affording the vendor the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to cure the deficiency shall result in termination action.

The vendor and its sureties (if any) shall be liable for any damage to the College resulting from the vendor's default of the agreement. This liability includes any increased costs incurred by the College in completing contract performance.

In the event of termination by the College for any cause, the vendor will have, in no event, any claim against the College for lost profits or compensation for lost opportunities. After a receipt of a termination notice and except as otherwise directed by the College, the vendor shall:

1. Stop orders/work on the date and to the extent specified
2. Terminate and settle all orders and/or subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work and other materials related to the terminated work as directed by the College and
4. Continue and complete all parts of that work that have not been terminated

If the vendor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the vendor, the contract shall not be terminated for default. Examples of such causes include acts of God or the public enemy, acts of a government in its sovereign capacity, fires, floods, epidemics, strikes and unusually severe weather.

The contract may be terminated by the College for convenience upon ninety (90) days written notice to the other party.

#### I. Proposal Preparation Costs

Neither LeMoyne-Owen College, nor its representatives shall be liable for any expenses incurred in connection with preparation of a proposal. Proposers should prepare their submittals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

#### J. Accuracy of Proposal Information

Any proposer who submits in its proposal to LeMoyne-Owen College, any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

K. News Releases

The proposer shall obtain the prior approval of LeMoyne-Owen College for any news releases or other publicity pertaining to this RFP or other service, study, or project to which it relates.

L. Public Entity Crimes

Award will not be made to any person or affiliate identified on the Department of Management Services "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Tennessee Statutes with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP response forms, proposer attests that they have not been placed on the "Convicted Vendor List".

M. Public Records

Upon award recommendation or until thirty (30) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Tennessee Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Proposers will be responsible for all costs, including attorneys' fees, associated with defending such asserted exemptions from disclosure.

The resulting contract shall contain the following language:

- 1) Vendor, while acting on behalf of the College, shall keep and maintain public records required by the College to perform the service
- 2) Upon request from the College's custodian of public records, vendor shall provide the College with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided under Tennessee Statutes, or as otherwise provided by law.
- 3) In the event of a public records request pertaining to records in vendor's possession or control:

- a) The vendor shall promptly provide the College copies of all records created or maintained in the course of performance under this contract or all such records to be inspected and copied within a reasonable amount of time
  - b) If the vendor fails to supply such records or make the records available within a reasonable amount of time then the College may apply to a state court of competent jurisdiction for an order compelling the production of such records. In the event the College seeks mandatory injunctive relief, vendor waives the requirement that the College must first prove: (a) its lack of an adequate remedy at law (b) the irreparable harm absent entry of the injunction, or (c) that injunctive relief will serve the public interest
- 4) Upon the completion of the contract, the vendor shall:
- a) Transfer, at no cost, to the College all public records in possession of the vendor and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements or
  - b) Keep and maintain public records required by the College to perform the service and shall meet all applicable requirements for retaining public records
- 5) All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College
- 6) Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the College

N. Acceptance/Rejection

LeMoyne-Owen College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. LeMoyne-Owen College reserves the right to make the award to that proposer(s) who, in the opinion of LeMoyne-Owen College, will be in the best interest of and/or the most advantageous to LeMoyne-Owen College.

LeMoyne-Owen College reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in LeMoyne-Owen College's opinion, is not in a position to perform properly under this award. LeMoyne-Owen College reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

O. Familiarity with Laws

All proposers are required to comply with all federal, state, and local laws, codes, rules and regulations controlling the action or operation of this RFP. Relevant laws may include, but are not limited to: the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act of 1990, Tennessee Administrative Code, State Requirements Educational Facilities (SREF), OSHA regulations, all Civil Rights legislation.

P. Equal Opportunity Statement

LeMoyne-Owen College, an equal access institution, prohibits discrimination in its employment, programs and activities based on race, sex, gender, age, color, religion, national origin, ethnicity, disability, pregnancy, sexual orientation, marital status, genetic information or veteran's status. The College is an equal access/equal opportunity institution. The vendor shall have similar policies for employees assigned to the College.

Q. Taxes/Licenses/Permits

Vendor shall pay all applicable taxes and purchase any licenses that may be required in the performance of the resulting agreement. In addition, the vendor shall be responsible for obtaining all necessary vendor and employee permits and/or registration cards in compliance with all applicable federal, state, and municipal statutes.

R. Miscellaneous

The vendor shall not use the name of the College, or any of the College's symbols or marks, in any way unless approved in writing by the College. The vendor shall not assign the agreement or any of the rights or duties hereunder without the prior written consent of the College. The agreement shall be governed by the laws of the State of Tennessee.

#### S. Proprietary Material

All rights to proprietary material must be transferable to the College in the event the vendor goes out of business.

#### T. Ownership of Work Products

The College will be considered the Owner of all work products produced under the contract that results from this RFP.

#### U. Oral Presentation

After submittals have been opened, a limited number of respondents submitting proposals in response to the RFP may be required, at the request of the College, to make an oral presentation/interview and/or provide written clarifications. Such presentations and/or clarifications will provide an opportunity for the respondent to clarify the proposal.

Respondents will not be allowed to change their proposal. The College will initiate and schedule a time and location for any presentations which may be required. The College reserves the right to select a vendor(s) based on phase one ranking, which includes a price proposal, and not conduct phase two screening, oral presentations.

#### V. Qualification Rejection

The College shall have the right to reject any or all proposals and in particular to reject a proposal not accompanied by data required by the RFP or a qualification in any way incomplete or irregular. Conditional qualifications will not be accepted.

#### W. Performance Inquiry

As part of the evaluation, the College may make inquiries to determine the ability of the proposer to perform the work. The College reserves the right to reject any proposal if the proposer fails to satisfy the College with proper qualifications to carry out the obligations of a resulting agreement.

## **SECTION THREE**

### **FUNCTIONAL REQUIREMENTS**

#### **A. Purpose**

The purpose of this RFP is to request proposals from qualified Security and Safety Service vendors. Overall, campus security officers will be tasked with securing the premises and personnel by staying on patrol, monitoring surveillance equipment, guarding entry points, and verifying visitors.

The successful proposer shall perform its services in accordance with the highest standards and practices and operate within the guidelines of the following, but not limited to, State Requirements for Educational Facilities, State of Tennessee Statutes, and OSHA.

The successful proposer will have the capacity to appoint guard staff who will service multiple shifts, to include First (Day), Second and Third (Overnight) Shifts.

Proposers must have the ability to place up to 15 armed officers Daily, and in addition, provide 8-10 officers for Special events as needed (i.e., Basketball Games, Graduation ceremony) and place up to 10 unarmed screeners daily.

- 1<sup>st</sup> Shift: 4 to 5 Armed Officers
- 2<sup>nd</sup> Shift: 5 to 6 Armed Officers
- 3<sup>rd</sup> Shift: 4 to 5 Armed Officers

#### **B. Minimum Qualifications**

Vendor must be Licensed by the State of Tennessee to perform security guard services, armed or unarmed.

#### **C. Campus Security/Guard Qualifications**

- a. Written and Verbal Communication Skills
- b. Knowledge of Security Operations and Procedures
- c. Self-Defense
- d. Outstanding Surveillance Skills
- e. Dependability
- f. Integrity
- g. Safety Management
- h. Professionalism
- i. Reporting Skills
- j. Patrolling

k. Strong Attention to Detail

D. Pre-Implementation Meeting:

Prior to implementation, vendor must arrange conference or meeting between College stakeholders and Security Vendor to review safety protocols and procedures, discuss staffing availability, and other concerns prior to implementation. Date To Be Determined.

E. Submittals

Please send all proposals via email to [securityRFP@loc.edu](mailto:securityRFP@loc.edu)

LeMoyne-Owen College  
Vice President, Facilities  
807 Walker Avenue  
Memphis, TN 38126

F. Scope of Work

The successful proposer shall perform its services in accordance with the highest standards and practices and operate within the guidelines of the following, but not limited to, State Requirements for Educational Facilities, State of Tennessee Statutes, and OSHA.

The successful proposer will have the capacity to appoint guard staff who will service multiple shifts, to include First (Day), Second and Third (Overnight) Shifts.

**Security Services, Scope of Work:**

- a. Secure premises and personnel by patrolling property; monitoring surveillance equipment; inspecting interior/exterior buildings, equipment, and entry points
- b. Permitting entry, while adhering to COVID-19 Protocols
- c. Obtain help by sounding alarms, or utilizing handheld radio for communication between guard stations
- d. Prevent losses and damage by reporting irregularities, informing violators of policy and procedures, restraining trespassers



- e. Control traffic by directing drivers
- f. Complete reports by recording observations, information, occurrences, and surveillance activities; interviewing witnesses; obtaining signatures
- g. Maintain environment by monitoring and setting building and equipment controls
- h. Ensure the security, safety, and well-being of all personnel, visitors, and the premises
- i. Remain in compliance with local, state, and federal regulations
- j. Protect the company's assets relative to theft, assault, fire, and other safety issues
- k. Promptly Report suspicious activity, criminal behavior, and security breaches

#### G. Reference Documents

Proposers should include a minimum of 3 business references along with the proposal. Business references must include date, contact information (name, title, company, address, phone, email) and description of services.

## **SECTION FOUR**

### **SUBMITTAL INSTRUCTIONS, DATES AND SELECTION PROCESS**

#### A. Instructions for Submittal of Responses

If there are any questions concerning the RFP, direct in writing, to Mr. Jesse Chatman, Director of Facilities, via email at [jesse\\_chatman@loc.edu](mailto:jesse_chatman@loc.edu) or send email to [securityRFP@loc.edu](mailto:securityRFP@loc.edu). Neither questions nor answers will be provided verbally.

The response shall be submitted via email to [securityRFP@loc.edu](mailto:securityRFP@loc.edu) with “RFP #2022-0228 LOC Campus Security Services” clearly indicated in the email subject line.

#### **Mailing Address:**

LeMoyne-Owen College  
Vice President, Facilities  
807 Walker Avenue  
Memphis, TN 38126  
[securityRFP@loc.edu](mailto:securityRFP@loc.edu)

Please send all bids in electronic format, PDF files preferred. Responses must arrive no later than 4:30 P.M. Central Standard Time on Monday, February 28, 2022, to be considered. Responses received after 4:30 P.M. CST on 02/28/22 will NOT be considered.

Proposers that do not comply with the college’s procedures or deadlines established will not be considered. All submittal information received will be retained by the College. Proposals received after the stipulated date and time will not be accepted. Proposals that do not comply with the instructions set forth, and/or do not include the qualifying information required, may be considered incomplete and may be rejected.

Proposers are cautioned that they are responsible for delivery to the specific location cited in the RFP. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the specific address and office location. This office will not be responsible for deliveries made to any place other than the specified address and office location. The College shall in no way be responsible for delays caused by any occurrence.

B. Request for Proposal Pertinent Dates

Open Bidding Period: Monday, February 7, 2022, through Monday, February 28, 2022

Final Day for submitting RFP-related questions: Friday, February 25, 2022, 4:30 p.m. CST

Final Date for RFP Submittal: Monday, February 28, 2022, 4:30 p.m. CST

Oral Presentation/Interview: TBD

C. Screening Selection Process/Evaluation Criteria

Award of contract does not obligate the College to order or accept more than College's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the Proposer who provides goods or services at the best value for the College. In determining best value for the College, we can consider:

- 50% - The Purchase Price (Total Cost)
- 10% - The references of the Proposer for previously completed projects
- 40% - All relevant criteria specifically listed in the RFP

D. Award of Contract/Evaluation Procedures

1. Award of contract, if made, will be made to the responsible Proposer whose proposal, conforming to this Request for Proposal, is most advantageous to LeMoyne-Owen College. The College reserves the right to reject any and all RFPs and to waive any minor discrepancy (immaterial discrepancy) in the RFPs received.

2. The College will establish an evaluation committee to evaluate all formal responses to this RFP. The evaluation committee will review all timely received proposals and assign relative evaluation points to each proposal, per the Evaluation Criteria.

3. The top three proposals scoring the overall highest scores in evaluation of their written proposals may be invited to the College for a one-hour oral presentation/interview. The College shall not be responsible for the cost of proposer's travel expenses or other costs which may result from this process. The proposer with the overall highest evaluation will be recommended for this contract.

4. Each proposer shall provide a list of all companies and/or educational institutions in which they have been contracted during the last five years. Indicate the Company's name, location, contact person, phone number, and e-mail.

The College reserves the right to select proposals which, in the opinion and discretion of the College, will be in the best interest of the College and/or the most advantageous to the College. Following approval of the intended award by the College, if applicable, an agreement will be executed between the College and selected vendor.

Should the College be unable to negotiate a satisfactory agreement with the top ranked proposer, negotiations must be formally terminated, and the College can undertake negotiations with the second ranked firm, and so on, until a satisfactory agreement is negotiated that is fair, competitive and reasonable or until the College otherwise terminates the selection process.