



**THIS IS NOT
AN ORDER**

REQUEST FOR BIDS/PROPOSALS COVERSHEET
THE UNIVERSITY OF SOUTHERN MISSISSIPPI
Procurement and Contract Services
118 College Drive #5003, Hattiesburg, Mississippi 39406-0001

Date: August 12, 2021

Name: _____

Bid No. 22-05

Company: _____

THE UNIVERSITY OF SOUTHERN MISSISSIPPI is considering the purchase of the following item(s). We ask that you submit your bid and retain one copy for your files. Right is reserved to accept or reject any part of your bid. Your quotation will be given consideration if received in Bond Hall, Room 214 on or before:

Address: _____

2:00 p.m. CT

City/State/Zip: _____

TERMS - Bidder should state terms of sale. Our terms are 2% ten days, net 45 days.

August 31, 2021

These terms will apply per Mississippi law.

AWARDING CONTRACT - Cash terms will not be used as a basis for awarding contracts; however, the University will accept cash discounts when earned.

Buyer: Deidre Edwards

NOTE: If you cannot quote on the exact material shown, please indicate any exception giving brand name and complete specifications of any alternate. If additional space is required, use a separate sheet or letter of transmittal.

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL NET PRICE
		<p>RFx #3160004492</p> <p>DESCRIPTION</p> <p>RFP 22-05 USM Firewall</p> <p>PROPOSAL MUST BE RETURNED TO THE UNIVERSITY IN ACCORDANCE WITH THE SPECIFICATIONS. BID NUMBER AND DATE OF BID OPENING MUST BE SHOWN ON THE OUTSIDE OF THE ENVELOPE IF USING THAT METHOD.</p>		

We quote you as above-F.O.B. The University of Southern Mississippi. Shipment can be made in _____ days from receipt of order. DATE _____ TERMS _____
Return quotation to Procurement Services at above address.

AA/EOE/ADAI **Signature Required** _____

**THE UNIVERSITY OF SOUTHERN MISSISSIPPI
PROCUREMENT SERVICES
118 COLLEGE DRIVE #
5003
HATTIESBURG, MS 39406-0001**

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS FOR BIDS/PROPOSALS

- 1.) Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- 2.) Samples of items when called for must be furnished free of expense and if not destroyed in testing, will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within ten (10) days following opening bids. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.
- 3.) Bids must be signed and sealed with bidder's name and address on the outside of the envelope, and the time and date of the bid opening and the bid file number shown in the lower-left corner of the packages; envelopes, express mailing labels, boxes, etc.
- 4.) At least one (1) signed original and one (1) signed copy of the bid **MUST** be provided. The University **requires** a portable electronic virus/malware free copy (thumb drive) of the bid response from the responding Vendor to be included in the bid response package. If an electronic copy is not included, the University reserves the right to request an electronic copy of the **exact** bid response prior to review of the bid.
- 5.) For your bid to be considered, it must be received, and time stamped in our office by 2:00 P.M. of the bid opening date. It is the responsibility of the vendor to ensure their bid is received within the appointed time. If your bid package is not received in Bond Hall, Room 214, by 2:00 P.M. of the bid opening date, it will not be considered.
 - a. If you are delivering your bid, you need to hand carry the bid package to:

The University of Southern Mississippi
Procurement Services
Bond Hall, Room 214
Hattiesburg, Mississippi
 - b. If you are mailing your bid package via U.S. Postal Service, mail to:

The University of Southern Mississippi
Procurement Services
118 College Drive #5003
Hattiesburg, MS 39406-0001
 - c. If you are express mailing your bid package via Federal Express or UPS, or any other delivery service which requires the use of a physical address,

deliver to:

The University of Southern Mississippi
Receiving Department
2609 West 4th Street
Hattiesburg, MS 39401

- 6.) Bids or proposals shall not be modified, corrected, altered, or amended after the specified closing time and the opening of such bids, unless otherwise noted in the request for bids or proposals.
- 7.) The University of Southern Mississippi reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidders, to accept any items on the bid. If the bidder fails to state the time within which bids must be accepted, it is understood and agreed that The University of Southern Mississippi shall have 90 days to accept. The University of Southern Mississippi reserves the right to make an award to this bid on an all or none basis, or on a line by line basis, whichever serves the best interest of The University of Southern Mississippi.
- 8.) Contracts and purchases will be made or entered into with the lowest, responsible bidder meeting specifications.
- 9.) A written purchase order or contract award mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or in part without the written consent of The University of Southern Mississippi.
- 10.) Unless written exception is provided in the bid response, the winning Vendor agrees to be bound by the USM Terms and Conditions, which are incorporated herein, and may be found at <https://www.usm.edu/procurement-contract-services/usm-terms-and-conditions.php>.
- 11.) Respondents are required to comply with all applicable local, State and Federal laws, codes, ordinances, and regulations in the provision of the materials required.
- 12.) Respondents must comply with Personally Identifiable Information (PII) data protection regarding State, Federal, and University regulations and policies.
- 13.) Legal Provisions to Which USM Cannot Agree
 - a. Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
 - b. Any limitation of liability for claims related to the following items:
 - i. Infringement issues;
 - ii. Bodily injury;
 - iii. Death;
 - iv. Physical damage to tangible personal and/or real property; and/or the

intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.

- c. Any requirements that the University pay interest, except for those in conjunction with USM's standard payment terms of Net 45 days. Payments made beyond 45 days are subject to late fees and interest.
 - d. Any terms and conditions in the purchase contract that conflict with the laws of the State of Mississippi. Any such instances shall require a revision of the terms and conditions to ensure compliance with Mississippi state law.
 - e. Any provision requiring USM to pay attorney's fees, prejudgment interest or costs associated with any legal action to or for the Vendor, except that which are ordered by a court of competent jurisdiction.
- 14.) Bid files can only be examined during normal working hours by interested parties, but only after the official award has been made.
- 15.) If purchase orders or contracts are canceled because of the awarded vendor's failure to perform or request for price increase, that vendor shall be removed from our bidders'list for a period of 24 months.
- 16.) No addendum will be issued within a period of two (2) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the two-day period prior to the bid opening, the bid date will be reset giving bidders ample time to answer the addendum.
- 17.) Alternate bids, unless specifically requested or allowed, will not be considered.
- 18.) Bid openings will be conducted open to the public. However, they will serve only to open the bids. No discussion will be held with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied at the bid opening. After the close of the bid opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by bidders. Proposal openings are not required to be open to the public; however, the resulting award is open for public inspection.
- 19.) Prices quoted shall be firm for the term of the contract or for the stated time of acceptance.
- 20.) The bidder understands that The University of Southern Mississippi 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, or any other such discrimination; and the bidder, by signing this bid, agrees during the term of agreement that the bidder will strictly adhere to this policy in its employment practices and provision of products or services.
- 21.) Bidders must upon request of The University of Southern Mississippi furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The University of Southern Mississippi reserves the right to make the final determination as to the bidder's ability.

- 22.) Questions or problems arising from bid procedures should be directed to the Buyer listed on the solicitation at:

The University of Southern Mississippi
118 College Drive #5003
Hattiesburg, MS 39406-0001
Phone: (601) 266-4131
Bids@usm.edu

- 23.) All items must equal or exceed the specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail, and that only first quality materials and workmanship are to be used.
- 24.) It is the intent of the specifications to obtain a product that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective bidder to review the entire Invitation to Bid packet and to notify The University of Southern Mississippi if the Specifications, Instructions, General, or Special Conditions are formulated in a manner which would unnecessarily restrict competition.
- 25.) It shall be incumbent upon the bidders to understand the specifications. Any requests for clarifications shall be in writing and shall be submitted to our Procurement Services office at least seven (7) business days prior to the time and date set for the bid opening, unless otherwise noted in the bid or proposal specifications.
- 26.) There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government contract price without any liability as The University of Southern Mississippi is exempt from the provisions of the Robinson-Patman Act and other related laws. In addition, the U.S. Government has no provisions in any of its purchasing arrangements with bidders whereby a lower price to The University of Southern Mississippi must automatically be given to the U.S. Government.
- 27.) All invoices, unless noted otherwise, are to be billed to:

The University of Southern Mississippi
IT Invoices
118 College Drive #5181
Hattiesburg, MS 39406-0001
ITInvoices@usm.edu

- 28.) All equipment bid shall be of current production and of the latest design and construction.
- 29.) Where all, or part(s), of the bid is requested on a unit price basis, both the unit prices and the extension of the unit prices constitute a basis of determining the

lowest responsible and responsive bidder. In cases of error in the extension of price, the unit price will govern.

- 30.) Should the University close due to inclement weather conditions, or any other unforeseen events on the bid opening date, sealed solicitations will open the following business day at the same time and location.
- 31.) The University reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding, or the University believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the University, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the University. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the University that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The University may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing, and be subject to solicitation by the University and receipt from the Vendors under a precise schedule
- 32.) As an alternative to traditional sealed bids in envelopes, the University of Southern Mississippi is capable of receiving electronic bid responses. While this option is available, it is not required and we ask that all potential respondents keep in mind that with any electronic system there could be delays or glitches with the submission process; therefore the University highly encourages traditional sealed bids which are either mailed or submitted in person. Should a vendor choose to submit their response electronically, please follow the instructions below using the following website: https://www.ms.gov/dfa/contract_bid_search/Home/Sell. On this site you will find helpful links to procurement opportunities, as well as a link to supplier registration. If not already registered in this system, potential bidders will first need to click on 'Supplier Registration' and follow the steps outlined (a one-time process). Once registered, they can return to the original website and click on 'Procurement Opportunities' where they can either search by keyword for the bid they desire to respond to or leave the search box blank and click 'Search' for a listing of all current bids and proposals for the various State of Mississippi offices. The University will not be responsible for any late submissions, especially any issues related to electronic submissions, as the electronic bidding system is not owned or maintained by the University.



THE UNIVERSITY OF
SOUTHERN
MISSISSIPPI®

USM Firewall

REQUEST FOR BIDS

August 12, 2021

A. Instructions to Vendors

The Request for Bids coversheet must be included in all sealed proposals for this bid.

Each bid must be submitted in a sealed envelope bearing on the outside the name "USM Firewall," the name of the Vendor, the Vendor address, and the notification of opening on the specified date on the coversheet.

B. Payment

The currency used for payment of costs will be in United States dollars.

The University is to be invoiced to make one payment for all hardware once it has been received and once for installation services.

State law requires that the University receive an **original invoice** from the Vendor and that payment of the invoice is processed **within 45 days of receipt** (Miss Code 31-7-305). The invoice should be on the Vendor's letterhead and/or include an original Vendor representative signature.

USM may choose to use a VISA® Purchasing Card for invoice payments in place of a check to pay for purchases from this solicitation. Unless exception is noted in the bid response, the bidder, by submitting a response agrees, to accept the VISA® Purchasing Card as an acceptable form of payment and may not add additional service fees/handling charges to purchases made with the VISA® Purchasing Card.

C. Length of Agreement

The University of Southern Mississippi is seeking a five (5) year agreement for maintenance with up to two one-year optional renewals. Please include pricing in bid response.

D. References: Respondents *SHOULD* provide a minimum of three (3) customer references, including contact information, that have implemented the proposed solution and/or services in the last 12 months; preferably from higher education institutions.

E. Legibility and Organization: Proposals *MUST* be printed, written in English, legible, and appropriately structured. Each page needs be numbered sequentially. Proposals *MUST* be bound.

F. Right to Use Proposals in Future Projects

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor.

The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

G. *Pre-Payments with Pro-Rata Refund*

State law (Section 31-7-305 of the Mississippi Code Ann.) authorizes the issuance of payment after receipt of the invoice and receipt, inspection, and approval of the goods and/or services. The intent is that goods and services must be received, inspected, and accepted prior to payment. Pursuant to this requirement, where pre-payment has been authorized, all pre-payment contracts will require the following statement in the Termination section: "Upon termination of this Agreement by Licensee or by Licensor, Licensor shall issue Licensee a refund of a proportionate share (based on the number of days in the term year before and after the termination) of the Annual Fees paid with respect to that term year."

H. *Criteria for Award*

The Vendor selected for an award will be the Vendor whose proposal, as presented in the response to this RFP, is the most advantageous. The university is not bound to accept the lowest priced proposal if that proposal is not in the best interest of the university as determined by the Evaluation Committee and iTech Department.

Consideration may also be given to any additional information and comments if they should increase the benefits to the university. Upon completion of the initial review and evaluation of the proposals submitted, selected Vendors may be invited to participate in oral presentations.

I. *Bid Specifications*

The Vendor response must meet the specifications and requirements listed in Appendix B. The Vendor must enter a response to each of the items in the Excel spreadsheet provided. The university will not consider substitutes for the hardware items listed in Appendix B.

The Excel spreadsheet must be included in the submitted response. Responses must be submitted in the same order as the RFP and should include the question number listed so responses can be easily compared. Southern Miss has no obligation to locate or acknowledge any information in the proposal that is not presented according to these instructions.

J. *Additional Requirements*

The Vendor must have at least one NSE8 (Fortinet Network Security Expert 8) certified employee AND one CCIE (Cisco Certified Internetwork Expert) certified employee on staff. Implementation services must be valid for one year.

The University acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify what additional components may be needed and are proposed to complete each configuration.

APPENDIX A - Professional and Personal Services Agreement and Independent Contractor Status Determination and Documentation Form

The University of Southern Mississippi Professional and Personal Services Agreement

Purchase Req # _____

Purchase Order # _____

~ This form must be completed before work commences. After approval, enter a requisition to guarantee payment (estimate amount if necessary).

~ When completed, attach this form along with the Determination and Documentation Form, and send to the Tax Compliance Officer.

~ If this is a new vendor, attach a W-9 or W-8BEN and Request for New Vendor ID form (found at <http://www.usm.edu/procurement/apforms.html>)

An Independent Contractor Status Determination and Documentation Form has been completed, and found that the below named individual/corporation will be considered an Independent Contractor. Therefore, The University of Southern Mississippi (USM) enters into a binding agreement with the below named contractor/consultant.

*** DENOTES REQUIRED FIELDS TO BE COMPLETED BY THE CONTRACTOR/CONSULTANT:**

Contractor/Consultant Name *
(Must Match Name on W-9) : _____

Address *:

Street	City	State	Zip

Contractor/Consultant's SSN/EIN *
(Must Match SSN/EIN on W-9) : _____

Contractor/Consultant's Employer *:

Current Member of PERS? *	Yes	<input type="text"/>	No	<input type="text"/>
Receiving Monthly PERS Benefit?*	Yes	<input type="text"/>	No	<input type="text"/>
Incorporated?*	Yes	<input type="text"/>	No	<input type="text"/>
Separate USM Contract?*	Yes	<input type="text"/>	No	<input type="text"/>
US Citizen or US Entity?*	Yes	<input type="text"/>	No	<input type="text"/>

Description of Contracting/Consulting Services:*

Performance Period Start Date:* End Date:*

Location of performance:*

Cost of Contracting/Consulting:*

	(b)	
(a) Fee/Hour/Per day:	Number of	<input style="width: 300px;" type="text"/>
(c) Total Fee: (a) * (b) = (c)	hrs./Days:	<input style="width: 300px;" type="text"/>

(d) Travel Costs:	(e) Other Costs:
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
Total Costs:	
<input style="width: 100%; height: 20px;" type="text"/>	

(c) + (d) + (e)	Nature of Other Costs:
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
Services shall not exceed:	Other Costs shall not exceed:
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>

Approval and Acceptance of Agreement*

Contractor/Consultant Signature *		Date*:	
By signing this document, I understand that I will be paid as an independent contractor, will receive a 1099-MISC for services rendered, and will be 100% responsible for any and all applicable		Initial*:	
Are you currently an employee or have you been employed by USM within the last 12 months?*	Yes	No	
Are you currently receiving a benefit from the PERS of Mississippi? If the answer is yes, individual must contact the department of Human Resources to discuss eligibility of retirees to earn compensation from USM.*	Yes	No	

In signing this document, you acknowledge and agree to any and all terms and conditions imposed by USM found on page two.

According to the Privacy Act for Collection of SSNs: We are required to inform you that The University of Southern Mississippi is requesting your Social Security Number (SSN) to be used for Federal and State reporting, as mandated by Federal and State law.

TO BE COMPLETED BY SIGNATORY AUTHORITIES AT THE UNIVERSITY OF SOUTHERN			
Department or Grant Name:			
College/Unit Name			
USM Expenditure Authority:		Phone Number:	

Chartfield String to be Charged: Fund _____ DeptID _____ Program _____ Project/Grant _____

If grant, has funding agency prior approval been obtained? Yes No Not Required

Approval and Acceptance of Agreement	Date
Expenditure Authority/Grant Principal Investigator:	
Tax Compliance Analyst <i>Required for all agreements</i>	
Office of Research Administration	
Next Level Approval (services over 5,000) VP Approval (services over \$10,000)	
Office of Procurement Director (required if contract involved)	

APPENDIX A: GENERAL TERMS AND CONDITIONS

- INDEPENDENT CONTRACTOR.** The Contractor will act as an independent contractor under this Agreement, and neither the Contractor nor any employee or agent of the Contractor is an employee of the University because of this Agreement. The Contractor will provide the services and achieve the results specified by the University, free from the direction or control of the University as to means and methods of performance.
- NONRESIDENT ALIEN.** If the Contractor is a nonresident alien performing services in the United States or its territories, the Contractor agrees that proof of visa status (I-94 Form) documenting authorization to receive payment for work performed will be provided to the University prior to payment by the University.
- ACCESS TO RECORDS.** The Contractor shall maintain reasonable records, including evidence that services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the University, any sponsor, the state of Mississippi, or the Comptroller General of the United States or their authorized representatives.
- OWNERSHIP OF WORK PRODUCTS.** Any discovery, patent, copyright, invention, work papers, software, software applications, written materials, publications, data, information, by-product or end-product arising as a direct result of the performance of this Agreement shall be the sole property of the University.
- TERMINATION.** Either the University or the Contractor may terminate its obligations under this Agreement by giving the other party at least 10 days prior written notice of such termination, specifying the intended date of termination; provided, however, that, upon request from the University, the Contractor shall continue performance until the University can find a replacement contractor or for an additional thirty (30) days after the specified termination date, whichever is the shorter time period. Upon termination, an equitable settlement shall be made for actual costs incurred by the Contractor up to the date of termination.
- UNIVERSITY EMPLOYEES.** The Contractor will not hire any employee of the University to perform any services covered by this agreement without prior written approval from the Office of the Provost, for academic employees, or from the Human Resources Department, for nonacademic employees.
- CONFIDENTIAL INFORMATION.** In connection with the Agreement hereunder, the University and the Contractor shall be free to exchange such technical information and know-how as may be necessary to carry out the objective of the agreement. Neither party shall be required to disclose to the other party technical information and know-how which it received in confidence from a third party or which is developed for a third party under conditions giving rise to an obligation of confidentiality. Employees, staff and or students of the University performing services hereunder shall enter into confidentiality agreements should such exchange of information be needed to conduct the project. University shall have the appropriate individuals execute said agreements and provide copies to the Contractor. The Contractor shall have the appropriate individuals execute said agreements and provide copies to the Contractor. The Contractor shall have the appropriate individuals execute said agreements and provide copies to the University.

Notwithstanding any provision to the contrary contained herein, it is recognized that University is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, §§25-61-1, et seq., Miss. Code Ann. If a public records request is made for any information provided to University pursuant to this agreement, University shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by Court order or required by law.

- ACKNOWLEDGEMENT OF SPONSORSHIP.** The Contractor agrees that, in any publication, acknowledgment shall be made of sponsorship by the University and/or other sponsor by use of the following statement "This work was performed under the sponsorship of THE UNIVERSITY OF SOUTHERN MISSISSIPPI, a Mississippi Institution of Higher Learning, and (insert firm name or IC name here). This work does not necessarily represent the views of the University or the sponsoring agency." If the publication is copyrighted, the statement "Reproduction of this article, with the customary credit to the source, is permitted," shall be added. With the exception of acknowledging sponsorship of research, the name of the University may not be used in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information regarding this Agreement or data developed under this Agreement without written approval of the University.
- CONFLICT OF INTEREST.** The Contractor affirms that, to the best of his/her knowledge, there exists no actual or potential conflict between Contractor's family, business, or financial interest and his/her services under this Agreement, and in the event of change in either his/her private interests or service under this Agreement, he/she will inform the University regarding possible conflict of interest that may arise as a result of such change.
- TOTAL AGREEMENT.** This Agreement shall be incorporated into and made part of any corresponding contracts. In absence of another contract, this Agreement contains the entire agreement between the parties, superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions that are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the parties, reduced to writing and signed by both parties.

11. **ASSIGNMENT/TRANSFER/SUBCONTRACTING.** The Contractor shall not assign, transfer, subcontract, or otherwise give to or impose on any other party and obligation or right of the Contractor under this Agreement, without the prior written consent of the University.

12. **INSURANCE.** If Contractor is to perform work on University property, it shall provide a Certificate of Insurance Coverage naming the Board of Trustees of State Institutions of Higher Learning and USM as additional insureds with minimum coverages as follows: Worker's Compensation and Employer's Liability: Standard limits as required by applicable Worker's Compensation Laws. Comprehensive General Liability and Commercial Auto Liability: coverage shall be a minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate through an insurance company with a Best rating of A- or higher: (At the University's discretion, the coverage amounts required may vary by risk to the University.)

13. **GRANT CERTIFICATION.** (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any Federal department or agency; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall include an explanation with this proposal.



THE UNIVERSITY OF SOUTHERN MISSISSIPPI

Independent Contractor Status Determination and Documentation Form

Section 1: Payment

A. Name of individual or organization (MUST MATCH PSA AND W-9):

B. YES NO Limited Liability Company (LLC). MUST select the federal entity type (Individual, Partnership, S-Corporation, or Corporation)

C. Entity Type:

- Individual and or Sole Proprietor Partnership S-Corporation Corporation Government Tax-exempt Organization Private Foundation Disregarded Entity Simple Trust Grantor Trust Complex Trust Estate Central Bank of Issue International

D. If payment will be made to an Individual, Sole Proprietor, a Partnership, or a Disregarded Entity complete section 2. If not, please sign and date.

Section 2: Individual Current Relationship with The University of Southern Mississippi

I. Name of Individual or Business Owner

II. Is this Individual / Business Owner related to a current USM employee? YES NO

II (a). If "Yes", to whom? What relationship?

III. Other

- YES NO A. Is this individual currently an employee with The University of Southern Mississippi? YES NO B. Has this individual been an employee of USM within the past 12 months? YES NO C. Does the department plan on hiring this individual as an employee within the next 12 months? YES NO D. Is this individual a state retiree or member of PERS?

If the answer is "No" to all questions, proceed to questions in Section 3.

If the answer is "Yes" to A, B, or C above, the individual must be classified as an employee and paid through USM payroll. Complete a Personnel Action Form. If the answer is "Yes" to D above, Independent Contractor status must be approved by PERS.

Section 3: Classification Guidelines (Complete only ONE section, A, B, or C, depending on the services to be performed by the individual.)

A. Lecturer/Instructor

- YES NO 1. Is the individual a "guest lecturer", e.g., an individual who lectures at only one or two class sessions? YES NO 2. Is the individual the primary instructor in a department course being offered for academic credit toward a University degree? YES NO 3. Is the individual responsible for the content of the lecture/presentation versus presenting materials that have been prepared/dictated by USM?

B. Researcher

NOTE - Researchers hired to perform services for a University department are initially presumed to be employees of the University. Please complete the following questions:

- YES NO 1. Will the individual perform research for a University faculty member or director under an arrangement whereby the University faculty member or director serves in a supervisory capacity (i.e., the individual will be working under the direction of the University faculty member or director)? YES NO 2. Will the individual serve in an advisory or consulting capacity with a University faculty member or director, in a "collaboration between equals" type arrangement?

C. Individuals Not Covered Under Section 3A or 3B.

- YES NO 1. Does the individual routinely provide the same or similar services outside USM to the general public as part of a continuing trade or business? YES NO 2. Aside from a general request to work during USM hours, will the University set the number of hours and/or days of the week that the individual is required to work, as opposed to allowing the individual to set own work schedule and/or pay the individual an hourly rate similar to what other employees are paid on campus for similar work? YES NO 3. Aside from requesting what type of work needs to be done, will the department provide the individual with specific instructions how to perform the work rather than rely on the individual's expertise and/or provide significant supplies and equipment for the worker? YES NO 4. Does the individual engage in entrepreneurial activities in an established business at risk for loss? YES NO 5. Does the individual have his/her own insurance for work-related injuries?

Why should this individual be treated as an Independent Contractor and not an employee?

Individual/Business owner: Sign Name Print Name, date:

Third Party Completion: , date: