



**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 5, 2024

RFP No. 25-04

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:

2:00 p.m. CST

August 27, 2024

Buyer: Deidre Edwards

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

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

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.

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL NET PRICE
		<p>DESCRIPTION</p> <p>RFP 25-04</p> <p>Pest Control Services</p>		
		<p>PROPOSAL MUST BE RETURNED TO THE UNIVERSITY IN ACCORDANCE WITH THE SPECIFICATIONS. RFP 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.

Signature Required _____

THE UNIVERSITY OF SOUTHERN MISSISSIPPI
Pest Control Services
Request for Proposals (RFP) 25-04

ISSUE DATE: August 5, 2024

ISSUING AGENCY: Procurement and Contract Services
The University of Southern Mississippi
214 Bond Hall
118 College Drive #5003
Hattiesburg, MS 39406

BUYER: Deidre Edwards

INTRODUCTION

The University of Southern Mississippi is requesting proposals for Pest Control Services for its Hattiesburg Campus per the specifications herein.

SUBMISSION INFORMATION

Sealed proposals, subject to the conditions made a part hereof, will be accepted until August **27, 2024, at 2 PM, CST** in the USM Procurement and Contract Services Office, as indicated in the General Terms, Conditions, and Instructions to Bidders (**Appendix C**) for furnishing services described herein.

Indicate firm name, Pest Control Services, and RFP 25-04 on the front of each SEALED proposal envelope or package.

Respondent's proposal should mirror the format of this RFP to ensure that each requirement, specification, or condition is responded to with either an answer, explanation, or an indication of its ability to comply with the requirement.

QUESTIONS AND/OR CLARIFICATIONS

Care has been taken to develop this Request for Proposals (RFP) accurately and present it clearly, but in the event any specification or condition appears ambiguous or in error, proposers have a duty to seek clarification of ambiguities or corrections to errors. The RFP procedures provide a period for questions and answers. It is important to remember that if a respondent or interested party protests, but had opportunities to seek clarification and failed to do so, then its interpretation will not be considered reasonable and the specification will not be considered ambiguous. Prospective respondents should make written inquiries concerning this RFP to obtain clarification of any requirements as desired. Responses to these inquiries may be by addendum to the Request for Proposal (RFP), or individually, depending on whether the answer affects only that proposer or all proposers. The deadline for inquiries

shall be August 20, 2024 by 5 PM. Please direct all inquiries about this RFP in writing via electronic mail as follows:

Deidre Edwards
Procurement Services
deidre.edwards@usm.edu

All inquiries' subject line should read "URGENT INQUIRY. USM RFP #25-04"

ADDENDUM OR SUPPLEMENT TO RFP

In the event it becomes necessary to revise any part of this RFP, an addendum to this RFP will be provided to each respondent who has expressed an Intent to Bid as well as posted on our website <https://www.usm.edu/procurement-contract-services/current-bid-opportunities>. Respondents shall not rely on any other interpretations, changes or corrections.

RFP TIMELINE

The following dates are for planning purposes only unless otherwise stated in this RFP. Progress towards their completion is at the sole discretion of the University.

RFP Posted	August 5, 2024
Site Visit	August 15 or 16, 2024
Prospective Respondents Written Inquiries Deadline	August 20, 2024
Responses to Inquiries Deadline (Estimated)	August 22, 2024
Proposal Submission Deadline – 2:00 p.m. CST	August 27, 2024
Approximate Contract Effective Date	September 2024

GENERAL PROVISIONS FOR PROPOSALS

It is the respondent's responsibility to assure that all addenda have been reviewed and, if applicable, signed and returned.

The terms "University," "USM," "University of Southern Mississippi," and "Owner" shall refer to the receiver, or buyer, of the services. The terms "Proposer," "Bidder," "Respondent," and "Contractor," shall refer to the provider, or seller, of the services.

The University reserves the right to accept or reject any or all proposals.

The University may, by written notice to all Proposers, revise or amend the Request for Proposal prior to the due date for proposals. If, in the opinion of the University, the revision or amendments will require material changes in proposals, the due date may be extended.

The University may request a Proposer to furnish supplementary information as is sufficient, in the opinion of the University, to assure the University that the Proposer's competence, business organization, and financial resources are adequate to successfully perform the contemplated work.

USM is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-6-1, et seq. If a public records request is made for any information provided to the USM pursuant to this agreement, USM 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.

PROPOSAL SUBMISSION

Proposals shall be submitted in sealed packages (envelopes or boxes) including one (1) signed original, two (2) copies, and one (1) electronic copy. Please make sure that the RFP number is clearly visible on the outside of the package.

The proposal package must be received on or before **August 27, 2024 at 2:00 PM**. It is the responsibility of the respondent to ensure that the proposal package arrives in the Procurement and Contract Services Office. The proposal package should be delivered or sent by mail to:

Procurement and Contract Services
The University of Southern Mississippi
214 Bond Hall
118 College Drive #5003
Hattiesburg, MS 39406

Your response must include the signature page included in this RFP (**Appendix B**) and contain the signature of an authorized representative of the respondent's organization.

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

All bidding contractors must be registered with The Mississippi Secretary of State within their Business Services Division and must be in "Good Standing" with them at time of bid opening.

In the letting of public contracts in the State of Mississippi, preference shall be given to resident contractors, and a non-resident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the non-resident bidder's state awards contracts to Mississippi contractors bidding under similar circumstances; and resident contractors actually domiciled in Mississippi, be they corporate, individuals, or partnerships, are to be granted preference over non-residents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the non-resident. When a non-resident contractor submits a bid for a public project, he shall attach thereto a copy of his resident state's current law pertaining to such state's treatment of non-resident contractors.

No bid may be withdrawn after the scheduled closing time for a period of sixty (60) days. The University of Southern Mississippi reserves the right to reject any or all bids on any or all projects and to waive informalities.

Proposals received after the stated due date and time will not be opened or considered.

REQUIRED ITEMS TO BE INCLUDED WITH PROPOSAL

1. Name of On-Site Technician along with credentials of the individual
2. Copies of License and Bonding for State of Mississippi
3. Copies of Certification or Registration of staff that will be assigned to USM
4. Copies of Nationwide Background Check for staff to be assigned to USM
5. References and proof of prior experience working on a university campus or similar environment
6. Copy of the label(s) for all chemicals proposed for use
7. Copies of Certificates of Insurance meeting minimum standards included in RFP
8. Completed treatment and pricing schedule (**Appendix A**) with all pricing completed and totaled

INSURANCE REQUIREMENTS

Contractor, upon award, but prior to any work commencing, shall provide the Owner with 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 USM, Steve Ballew, 118 College Dr., #5003, Hattiesburg, MS 39406 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 USM as an additional insured. The additional insured requirement shall be by endorsement form CG 20 37 0413, 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 USM or IHL. Further, Contractor agrees to waive any rights of subrogation against IHL or USM. 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 USM 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:

- General Aggregate - \$5,000,000
- Personal & Adv Injury - \$5,000,000
- Each Occurrence - \$5,000,000
- Fire Damage (any one fire) - \$1,000,000
- Medical Expense (any one person) - \$5,000
- Automobile Bodily Injury and Property Damage Liability - \$1,000,000 Combined Single Limit

Certificates of insurance, coverage described above shall be furnished by the Contractor 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 the University of Southern Mississippi and that Contractor hereby waives all rights of recourse, including any right to which another may be subrogated, against the University of Southern Mississippi for personal injury, including death, and property damage.

QUALIFICATIONS OF PROPOSERS

Prospective proposers shall have an established business devoted to pest control. The firm shall be license and bonded in the State of Mississippi and shall further comply with all the requirements of appropriate State and Federal regulatory agencies as to the certification of inspectors. Information must be included with your bid so that this requirement may be verified. Failure to provide this information with your proposal may result in it being disqualified.

Successful proposer shall be able to provide a local staff of Registered Technicians large enough to do the work as required by these specifications. "Local" shall mean within a fifty (50) mile radius of The University of Southern Mississippi's Hattiesburg campus with approved communication means during normal work hours and satisfactory means for handling after hours calls as specified in this RFP. Information must be included with your proposal to outline how you intent to meet this requirement. Failure to provide this information with your proposal may result in it being disqualified.

All employees used in the execution of service on this campus must have a nationwide background check and that background check must be provided to the Director of Procurement & Contracts or his assignee prior to the employee doing work on this campus.

Prior experience inspecting and/or treating university campuses or a similar environment, in particular, residence halls, supported by a current reference list. To help us gauge vendor's level of responsibility, the reference list should include at least three (3) references, one of which should be of similar size, with an estimated 1.25-1.75 million square feet total for all buildings. USM reserves the right to check references provided within the reference list.

PRE-PROPOSAL SITE TOUR

A pre-proposal tour and/or meeting will take place August 15 or 16, 2024. Contact Heath Trussell at richard.trussell@usm.edu or Michael Scully at michael.scully@usm.edu for scheduling and location. While this visit is not mandatory, it is strongly encouraged to assist with proposal preparation and clarification.

It is beneficial that all questions be asked during the pre-proposal site tour. Questions after the pre-proposal site tour must be made in writing via email to Deidre.Edwards@usm.edu with the subject line reading "URGENT INQUIRY. USM RFP #25-04" and be submitted by August 20, 2024.

EVALUATION OF PROPOSALS

The award of this contract will give consideration to initial price and performance.

USM 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.

USM reserves the right to contact and interview anyone connected with any past or present projects with which the respondent has been associated.

USM likewise reserves the right to designate a review committee to evaluate the proposals according to the criteria set forth under this section.

USM may make a written determination showing the basis upon which the award was made, and such determination shall be included in the procurement file.

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

TWO-PHASE, BEST AND FINAL OFFER

If the initial proposals do not provide USM with a clear and convincing solution, or if USM feels it is appropriate to offer the potential providers an opportunity to submit revised proposals, USM 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 submittals (Phase-One), USM 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 initial RFP submittal 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.

TERM OF CONTRACT

Effective dates for any contract that results from this RFP will be an initial contract period of two (2) years from on or about September 1, 2024, through August 31, 2026, with the option to renew for three (3) additional one (1) year intervals if mutually agreed upon.

USM reserves the right to terminate this agreement with thirty (30) days-notice, by the Director of Procurement and Contract Services via certified mail to the address listed on the signature page of this RFP (**Appendix B**) if any of the terms of the proposal and/or contract are violated.

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

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

In the event USM employs attorneys or incurs other expenses it considers necessary to protect or enforce its rights under this contract, the contractor agrees to pay the attorney's fees and expenses so incurred by USM.

ACCEPTANCE TIME

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

RFP CANCELLATION

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

INDEPENDENT CONTRACTOR CLAUSE

The contractor shall acknowledge that an independent contractor relationship is established and that the employees of the contractor are not, nor shall they be deemed employees of USM and that employees of USM are not, nor shall they be deemed employees of the contractor.

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 Supplier, as well as the cost. Acceptance shall be confirmed by the issuance of a contract from the University.

Standard Contract: **The** awarded contractor(s) will be expected to enter into a contract that is in substantial compliance with USM's standard contract (**Appendix D**). Proposal should include any desired changes to the standard contract. Significant changes to the standard contract may be cause for rejection of a proposal.

E-verify: Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), 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/Seller 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/Seller further represents and warrants that any person assigned to perform services hereunder

meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller 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/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."

PAYMENT

Payment for services received will be made at the completion of all inspections and the submission of all required reports. After approval the invoice will be forwarded for payment.

As an agency of the State of Mississippi, USM is allowed a maximum of 45 days to make payment without penalties and/or interest.

USM's preferred method of payment for such contracts will be via purchasing card or via PAVA, which is an on-line payment process through Visa.

SCOPE OF SERVICES REQUIRED

The work covered by this specification shall consist of providing all labor, materials, equipment, and services required for a complete pest control program consisting of the following:

- Control of all household arthropods, insect pests, pest animals and invertebrates which may invade buildings, attacking their contents or furnishings or being of a general nuisance to people, for all buildings and areas listed in the *Treatment and Pricing Schedule* below.
- Emergency services at any time for control of household insects and pests as situation warrants. Contractor's response to notification of such a need for this type of service shall be within two (2) hours of request.
- Removal and trapping of nuisance animals such as opossums, raccoons, armadillos, skunks, rats, mice, birds, feral cats, and bats. This is to include the removal of deceased animals.
- Vendor/contractor will be required to provide a dedicated technician to USM between the hours of 7 A.M. – 5 P.M. Monday through Friday. In the space below, provide the name of the individual proposed to serve in this capacity. On Site Technician:
_____. You are required to include with your bid all credentials and certifications/registrations currently held by this individual. You are also required to provide proof of a nationwide background check on the individual prior to work commencement.
- During monthly or 3 month service intervals, depending on the building being treated, along with interior treatment, successful contractor will be required to perform a perimeter barrier treatment in accordance with Label instructions, for the chemical being proposed for use, on each building exterior.

Note 1: While the description above would normally include the pest commonly known as “bedbugs”, for the purpose of this bid, any treatment for bedbugs is excluded from the requirements of this bid only when bedbugs are in dormitories. In the event an infestation of bedbugs are found in any of the dormitories on campus, a determination will be made by the University as to the means of treatment and such treatment will be contracted separately as needed. Therefore, the pricing you provide in this bid should not include any costs associated with the treatment of bedbugs. If bedbugs are found in a non-dormitory building’s, they will be covered in this contract.

Note 2: The University reserves the right to add and delete treatment sites as necessary, to include the adding of new facilities and closing obsolete facilities, and any others for whatever reason the University deems necessary. The University will work with the contractor to keep the treatment sites listing accurate and up-to-date.

Note 3: Termite bait stations or termite treatments will be an extra cost item on a case-by-case basis.

Note 4: Include a price for flea control under, around, and inside buildings using methods to include both spraying and fogging. Provide the cost of each treatment method (spraying or fogging) based on a price per square foot for each method. This will be priced outside the normal scope of services required.

MATERIALS:

Chemicals used in the conduct of work under this contract must be registered for appropriate use by the Environmental Protection Agency and the Bureau of Plant Industry. The use and application rates shall be in a manner consistent with label instructions for the chemical being proposed. It is the university’s preference that vendor/contractor use Green Seal certified chemicals in pest treatment. (Provide details of your capability to meet this preference.) A copy of the label for the chemical(s) you are proposing to use must be included with your bid. Failure to provide this information with your bid may result in it being disqualified.

WORK SCHEDULE:

Work schedule will generally be arranged to coincide with the normal work schedule of the Physical Plant and Residence Life Divisions of the University of Southern Mississippi (i.e., 7:30 am to 4:00 pm, Monday through Friday).

Facilities to be treated ONCE per MONTH will be accomplished during the duty hours at a time as coordinated with the building liaison.

Facilities to be treated ONCE every THREE months shall generally be accomplished on the following schedule. Alternate times may be worked out with the responsible individual.

- Break period between summer term and fall semester. Duration of break will be approximately 5-6 working days in the month of August.
- Break period between fall semester and spring semester. Duration of break will be approximately 10-12 working days in the month of December.
- Break period between spring semester and summer term. Duration of break will be approximately 20 working days in the month of May-June.

Appendix A

**THE UNIVERSITY OF SOUTHERN MISSISSIPPI
Pest Control Services
Request for Proposals (RFP) 25-04
Pricing and Treatment Schedule**

Residence Life Controlled Buildings Requiring Monthly Service

Building No.	Building Name	E911 Address	Gross Building Area	Cost Per Treatment (Monthly)	Number of Treatments Per Year	Total Cost
405	Century Park North Learning Center	2901 West 4th St	7,219		x 12	
526	Central Laundry	119 Eagle Walk	2,101		x 12	
797	Century Park South -- Scott Hall (including Moffitt Health Clinic)	2899 West 4th St	117,640		x 12	
798	Century Park South -- Vann Hall	107 Ray Guy Way	89,900		x 12	
799	Century Park South -- Luckyday Citizenship Hall -- Lucky Day and Lucky Day Offices	105 Ray Guy Way	46,990		x 12	
801	Mississippi Hall	116 East Memorial Dr	45,840		x 12	
802	Hickman Hall	112 East Memorial Dr	39,921		x 12	
803	Hattiesburg Hall	108 East Memorial Dr	26,871		x 12	
807	Wilbur Hall	6173 US Hwy 49	93,002		x 12	
809	Hillcrest Hall	6263 US Hwy 49	84,540		x 12	
814	McCarty Hall	103 Eagle Walk	94,764		x 12	
846	Century Park North # 1	2901 West 4th St, Bldg 1	46,490		x 12	
847	Century Park North # 2	2901 West 4th St, Bldg 2	55,958		x 12	
848	Century Park North # 3	2901 West 4th St, Bldg 3	46,490		x 12	
849	Century Park North # 4	2901 West 4th St, Bldg 4	55,958		x 12	
853	Greek Life (217 35 th Ave)				x 12	
855	Village A / Duplex	3569 Montague Blvd	8,147		x 12	

856	Village B / Scholarship	3571 Montague Blvd	16,614		x 12	
857	Village C	102 Pinehaven Circle	10,626		x 12	
858	Village D	104 Pinehaven Circle	10,626		x 12	
859	Village E	106 Pinehaven Circle	10,626		x 12	
860	Village F	108 Pinehaven Circle	10,626		x 12	
861	Village G	110 Pinehaven Circle	10,626		x 12	
862	Village H	112 Pinehaven Circle	10,626		x 12	
863	Village J	114 Pinehaven Circle	10,626		x 12	
864	Village K	116 Pinehaven Circle	10,626		x 12	
865	Village L	118 Pinehaven Circle	10,626		x 12	
870	Alpha Tau Omega Fraternity House	3601 Morningside Dr	1,808		x 12	
875	Sigma Alpha Epsilon Fraternity House	105 Fraternity Row	14,449		x 12	
876	Kappa Sigma Fraternity House	107 Fraternity Row	14,264		x 12	
877	Pi Kappa Alpha Fraternity House	109 Fraternity Row	9,837		x 12	
878	Pi Kappa Phi Fraternity House	115 Fraternity Row	15,258		x 12	
879	Sigma Phi Epsilon Fraternity House	111 Fraternity Row	9,948		x 12	
880	Delta Tau Delta Fraternity House	113 Fraternity Row	7,714		x 12	
883	Sigma Nu Fraternity House	118 Fraternity Row	5,502		x 12	
884	Phi Kappa Tau Fraternity House	101 Fraternity Row	11,060		x 12	

Residence Life Controlled Buildings Requiring Quarterly Service

Building No.	Building Name	E911 Address	Gross Building Area	Cost Per Treatment (Monthly)	Number of Treatments Per Year	Total Cost
629	Residence Life Maintenance Building	3105 West 4th St, Unit A	4,526		x 4	
633	Mechanical Plant - Wilbur Hall	107 Felder Place	2,160		x 4	
638	Mechanical Plant - Century Park North	2901 Wesr 4th Street	3,744		x 4	
639	Century Park North Security Kiosk	2901 West 4th Street	64		x 4	
643	Mechanical Plant - Century Park South (Bond)	105 Ray Guy Way	1,819		x 4	
644	Century Park South Security Kiosk		64		x 4	
645	Hillcrest Security Kiosk		100		x 4	

Physical Plant Controlled Buildings Requiring Monthly Service

Building No.	Building Name	E911 Address	Gross Building Area	Cost Per Treatment (Monthly)	Number of Treatments Per Year	Total Cost
119	Animal Facility -- Johnson Science Tower	100 Charles Lane	93,886		x 12	
121	Scianna Hall	6205 US Hwy 49	101,686		x 12	
137	Asbury Hall	3215 Montague Blvd	87,696		x 12	
144	Child Development Center -- Smalling House	3404 Morningside Dr	8,365		x 12	
145	Family Therapy Clinic -- Johnson House	3502 Morningside Dr	3,156		x 12	
153	International Center	116 North 31st Ave	48,647		x 12	
155	Trent Lott Center (Food Service Only)	6197 US Hwy 49			x 12	
209	The Accelerator	46 Shelby Thames Dr	75,541		x 12	
235	Office of Sustainability	3403 Morningside Dr	2,200		x 12	
504	The Hub	104 East Memorial Dr	29,555		x 12	
505	R.C. Cook Union (less Food Service) (Treatment after 6 PM with notification to Bldg liason as to exact day and time)	119 West Memorial Dr	58,765		x 12	
510	Roberts Stadium South	110 College Dr	117,625		x 12	
514	Payne Center/Natorium	101 MK Turk Circle	133,524		x 12	
515	Thad Cochran Center (less Food Service) (Treatment after 6 PM with notification to building liason as to exact day and time)	121 West Memorial Dr	204,000		x 12	
518	Duff Athletic Center	110 Ray Guy Way	61,548		x 12	
525	Pinehaven Laundry				x 12	
601	Lucas Administration Building	105 West Memorial Dr	12,168		x 12	
604	Power House Restaurant	115 Forrest Drive	8,000		x 12	
618	Bush Baby Facility (Outside Only)				x 12	
701	Ogletree Alumni House	102 Alumni Dr	16,627		x 12	

702	Honor House	111 Eagle Walk	7,430		x 12	
815	Cedarbrook A	303 North 37th Ave, Bldg A	4,101		x 12	
816	Cedarbrook B	303 North 37th Ave, Bldg B	4,101		x 12	
817	Cedarbrook C	303 North 37th Ave, Bldg C	4,101		x 12	
818	Cedarbrook D	303 North 37th Ave, Bldg D	4,101		x 12	
819	Cedarbrook E	303 North 37th Ave, Bldg E	4,101		x 12	
820	Cedarbrook F	303 North 37th Ave, Bldg F	4,101		x 12	
895	President's House	3701 Jamestown Rd	9,236		x 12	

Physical Plant Controlled Buildings Requiring Quarterly Service

Building No.	Building Name	E911 Address	Gross Building Area	Cost Per Treatment (Monthly)	Number of Treatments Per Year	Total Cost
101	Southern Hall	118 Southern Miss Dr	46,350		x 4	
102	College Hall	114 Southern Miss Dr	35,416		x 4	
103	Stout Hall	102 West Memorial Dr	9,310		x 4	
105	Marsh Hall	111 Southern Miss Dr	40,741		x 4	
106	Mannoni Performing Arts Center	107 Southern Miss Dr	78,362		x 4	
107	Hurst Building	104 Southern Miss Dr	24,376		x 4	
108	Fritzsche-Gibbs Hall	129 Golden Eagle Ave	18,936		x 4	
109	Owings-McQuagge Hall	121 Golden Eagle Ave	54,930		x 4	
110	Greene Hall	115 North 31st Ave	64,384		x 4	
116	Walker Science Building	104 Chales Lane	96,775		x 4	
119	Johnson Science Tower (Less Animal Facility)	100 Charles Lane	93,886		x 4	
120	Chemical Storage -- Johnson Science Tower (Flammable)	114 Golden Eagle Avenue	998		x 4	
122	Biological Science Building	150 Lake Thoreau Road	6,649		x 4	
123	Johnson Natatorium	161 Kay James Drive	17,531		x 4	
124	George Building	102 Kay James Drive	55,045		x 4	
125	Harkins Hall	3201 Pearl Street	34,704		x 4	
135	Hubbard House	3104 Pearl Street	7,095		x 4	
138	Pride Field Band Director's Tower		756		x 4	
142	Kelley Hall	103 Southern Miss Drive	12,800		x 4	
143	Chain Technology Building	103 Charles Lane	111,208		x 4	

146	Thames Polymer Science Research Center	111 Golden Eagle Avenue	107,666		x 4	
147	3-D Art Studio	2905 West 4th Street	12,542		x 4	
149	Liberal Arts Building	114 North 31st Avenue	83,428		x 4	
150	Theater and Dance Building	209 Ross Boulevard	86,041		x 4	
152	Dubard School for Language Disorders	100 Kay James Drive	18,795		x 4	
155	Trent Lott Center (Less Food Svc.)	6197 US Hwy 49			x 4	
219	Soccer Dressing Room (Module L)	619 Meadow Lane	1,620		x 4	
222	Anthropology Lab and Collections	304 North 37th Ave	2,977		x 4	
224	Center for Military Veterans, Service Members & Families	3503 Morningside Drive	2,047		x 4	
239	Blue House-Collegiate Recovery Community	3602 Azalea Drive	2,000		x 4	
401	Cook Library	124 Golden Eagle Avenue	234,882		x 4	
402	McCain Library and Archives	108 Southern Miss Drive	50,895		x 4	
403	Bennett Auditorium	113 East Memorial Drive	19,612		x 4	
501	Kennard-Washington Hall	104 East Memorial Drive	22,546		x 4	
502	McLemore Hall	122 Southern Miss Drive	38,337		x 4	
507	Danforth Chapel	119 College Drive	1,517		x 4	
508	MM Roberts Stadium -- West	112 College Drive	147,000		x 4	
509	MM Roberts Stadium -- East	110 Eagle Walk	147,039		x 4	
512	Kinesiology Building (HPER)	101 College Drive	24,553		x 4	
519	Reed Green Coliseum	112 M K Turk Circle	79,902		x 4	
520	Tennis Complex Trailer				x 4	
521	Intramural Fields and Storage Building	110 Fraternity Drive	1,452		x 4	
531	Baseball Field Concessions	3221 West 4th Street	998		x 4	

533	Peck House and Property (OLLI)	3609 Pearl Street	9,159		x 4	
534	Baseball Stadium	3223 West 4th Street	59,821		x 4	
535	Bell Track and Field - Soccer Complex and Press Box	630 Meadow Lane	466		x 4	
536	Bell Track Storage Building	716 Meadow Lane	1,600		x 4	
537	Ferlise Ticket Center	2907 West 4th Street	4,225		x 4	
538	Baseball Field House -- Rogers, Thames, Welsh	3221 West 4th Street	6,025		x 4	
539	Softball Complex	595 North 25th Avenue	3,695		x 4	
540	Softball Batting Cage	595 North 25th Avenue	3,000		x 4	
541	Softball Field House	596 North 25th Avenue			x 4	
602	Forrest County Hall	108 West Memorial Drive	28,492		x 4	
605	Henderson Physical Plant Building	3105 West 4th Street	14,004		x 4	
606	Math Zone	118 Golden Eagle Avenue	9,245		x 4	
607	Stores	2605 West 4th Street	12,328		x 4	
608	Stores Warehouse	2603 West 4th Street	2,738		x 4	
609	Receiving / Property Accounting	2601 West 4th Street	13,804		x 4	
610	Physical Plant Motor Pool	3101 West 4th Street	6,560		x 4	
611	Flammable Chemical Storage Building	3103 West 4th Street	720		x 4	
612-614	Phy Plant Storage Sheds	3101 West 4th Street	4,170		x 4	
615	Physical Plant Furniture Shop	3101 West 4th Street Unit E	10,701		x 4	
623	Physical Plant Lumber Shed and Utility Storage	3105 West 4th Street Unit D	2,034		x 4	
625	Information Booth / Entrance Kiosk	101 West Memorial Drive	88		x 4	
626	Theater Storage Building	3101 West 4th Street Unit A	4,689		x 4	
627	Physical Plant Storage Buildig	3105 West 4th Street Unit C	2,034		x 4	

632	Mechanical Plant - East Stadium	121 Eagle Walk	4,660		x 4	
637	Parking Management Garage Building	(under water tower)	1,200		x 4	
640	Mechanical Plant - Cook	127 Golden Eagle Avenue	3,003		x 4	
641	4th Street Parking Garage	2904 West 4th Street	381,135		x 4	
801	Museum (MS Hall Bsmt)				x 4	
804	Jones				x 4	
805	Bolton				x 4	
810	Bond Hall	103 Ray Guy Way	84,247		x 4	
889	Southern Regional Educational Service Agency	409 North 37th Avenue	2,384		x 4	
895	President's Home	Jamestown Road			x 4	

*In the event of a discrepancy in the math computations by a vendor, the per treatment price will prevail
Failure to provide pricing on ALL buildings listed will disqualify your bid.

- The time for the fourth treatment as determined by the Physical Plant or Residence Life Divisions. Firm schedule to be completed and approved within the first quarter of the contract year.

Emergency callback service shall be available on call at any time as the situation warrants. Emergency call back service shall be included in the bid pricing and will be done at no additional cost to the university. If emergency callback service is provided to a facility at a time near the normal scheduled treatment, and is of same extent as normally required, then the scheduled treatment for that period may be omitted. Evidence of the emergency callback service shall be shown on a report as herein after specified. The following periods apply to this provision:

- Monthly service – If emergency service occurs within fifteen (15) days of scheduled service, omit the scheduled service with the exception of Residence Halls, which shall still receive their monthly treatment.
- Four times/year service – If emergency service occurs within thirty (30) days of scheduled service, omit the scheduled service with the exception of Residence Halls which shall still receive their monthly treatment.
- Flea service shall be available on call at any time. Contractor shall respond to the call within 2 hours of call.

REPORTS:

Contractor shall be required to render service reports on a weekly basis, showing the completion of treatment to facilities. The building liaison or designated building occupant must sign off when the service is provided. As a minimum, the reports shall show the facility name and date of treatment.

All emergency services shall be reported, in like manner, not later than the next workweek following completion of the treatment. This report shall, include the facility name and date of treatment as well as the name of the person requesting service.

The above reports shall serve as the basis for compliance with the contract.

Appendix B

**THE UNIVERSITY OF SOUTHERN MISSISSIPPI
Pest Control Services
Request for Proposals (RFP) 25-04
Signature Page**

Provide 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: _____

Appendix C

THE UNIVERSITY OF SOUTHERN MISSISSIPPI Pest Control Services Request for Proposals (RFP) 25-04

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.) As a public entity of the state, we use sealed bidding to ensure "fair and open competition" to ensure no one in the buying organization can influence the bidding process or steer the selection of a particular company by sharing competitive bid information during the solicitation process. Generally, all bids must remain sealed until they are opened publicly at the time stated in the notice—advance disclosure of the terms of a bid may be cause for rejection of said bid. Bidders should never send advanced copies of a sealed bid via email or screenshots of electronic bids. Bidders must submit sealed bids to be opened at the time and place stated in the solicitation for the public opening of bids and must not be revealed to the buyer before that time. Bids must be signed and sealed with bidder's name and address on the outside of the envelope, and the date and time 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.) In order 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.

If you are delivering your bid, you need to hand carry the bid package to:

The University of Southern Mississippi
Procurement Dept. (Bid)
Bond Hall, Room 214
Hattiesburg, Mississippi

If you are mailing your bid package via U.S. Postal Service, mail to:

The University of Southern Mississippi

Procurement Dept. (Bid)
118 College Drive #5003
Hattiesburg, MS 39406-0001

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
Procurement Dept. (Bid)
2609 West 4th Street
Hattiesburg, MS 39401

- 5.) 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.
- 6.) 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 60 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.
- 7.) Contracts and purchases will be made or entered into with the lowest, responsible bidder meeting specifications.
- 8.) 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.
- 9.) Bid files may be examined during normal working hours by bid participants. Non-participants will be prohibited from obtaining any information relative to the bid until the official award has been made.
- 10.) 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.
- 11.) 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.

- 12.) Alternate bids, unless specifically requested or allowed, will not be considered.
- 13.) Bid openings will be conducted open to the public. However, they will serve only to open the bids. No discussion will be entered into 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.
- 14.) Prices quoted shall be firm for the term of the contract or for the stated time of acceptance.
- 15.) 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.
- 16.) 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.
- 17.) 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

- 18.) 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.
- 19.) 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.

- 20.) 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 five (5) days prior to the time and date set for the bid opening, unless otherwise noted in the bid or proposal specifications.
- 21.) The minimum specifications are used to set a standard and in no case are used with the intention to discriminate against any manufacturer. Bidders should note the name and the manufacturer and model number of the product they propose to furnish and submit descriptive literature.
- 22.) Trade names, brand names, and/or manufacturer's information used in these specifications are for the purpose of establishing quality, unless otherwise noted. Bids on products of other qualified manufacturers are acceptable, provided they are demonstrated as equal to those specified in construction, design and suitability. Each bidder shall submit with his bid a complete brochure with pictures on each item and shall point out specifically any deviations from the specified items. Failure to do so may disqualify any bid. Please bid as specified or an approved equal.
- 23.) A copy of the manufacturer's standard guarantee/warranty shall accompany and become a part of this bid.
- 24.) 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.
- 25.) All invoices, unless noted otherwise, are to be billed to:

The University of Southern Mississippi
Accounts Payable
118 College Drive #5104
Hattiesburg, MS 39406-0001
- 26.) All equipment bid shall be of current production and of the latest design and construction.
- 27.) 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.

- 28.) All bidders/respondents are on notice that USM is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-6-1, *et seq.* If a public records request is made for any information provided to the USM pursuant to this solicitation, USM 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. For clarity, documents are not considered public record unless and until an award is made from such solicitation.
- 29.) Should the University of Southern Mississippi close due to inclement weather conditions, or any other unforeseen events on the bid opening date, sealed bids will open the following business day at the same time and location.
- 30.) 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. Instructions in how to respond to an RFX in M.A.G.I.C. the following link is provided: <http://uperform.magic.ms.gov/gm/folder-1.11.9125?mode=EU&primaryCSH=RFX%2Cresponses>

NOTE: If you experience any problems with submitting your response through M.A.G.I.C. please email the M.A.G.I.C. IT Helpdesk at mash@dfa.ms.gov.

**** PLEASE NOTE: EMAILED BIDS WILL NOT BE ACCEPTED AND WILL CAUSE YOUR BID TO BE REJECTED AS A RESULT OF EARLY DISCLOSURE. ****

With regard to construction bids, there is one additional step required during the bid

submission process. Along with the bid response and other attachments, contractors will also need to attach their Certificate of Responsibility (COR), or a statement that the bid enclosed does not exceed Fifty Thousand Dollars (\$ 50,000.00). If their COR or such statement is not attached, the bid will be invalid and not considered.

AA/EOE/ADA

APPENDIX D

SAMPLE CONTRACT FOR THE UNIVERSITY OF SOUTHERN MISSISSIPPI TO OBTAIN SERVICES

PART A

This Agreement is between _____, hereinafter referred to as "Contractor", a corporation organized and existing under the laws of the State of _____ with its corporate address being _____, _____, _____, and the University of Southern Mississippi, a governmental entity of the State of Mississippi, hereinafter referred to as "USM", with its address at P.O. Box _____, Hattiesburg, Mississippi 39406 for and on behalf of its _____ (hereinafter _____). Contractor and USM are collectively referred to as the "parties."

WHEREAS, Contractor desires to provide certain, specific services to USM,

WHEREAS, USM is willing to pay for those services, and

WHEREAS, this Agreement was negotiated, made, and entered into by the parties hereto pursuant to a Request For Proposals procedure conducted by University pursuant to relevant Mississippi state law, all as more fully described in University's RFP #18-23 dated xxxx, and its associated Addenda, and Contractor's proposal dated xxxx.

This agreement shall not be effective unless and until both parties have executed this agreement and the effective date of this agreement shall be the date this agreement is executed by whichever party executes the agreement last. The term of this agreement shall be for ___ (# of years) ___ from the effective date of this agreement at which time this agreement shall automatically expire. However, upon mutual written agreement of both parties, if a renewal agreement is executed by both parties at least 60 days prior to the termination of this agreement, then this agreement may be renewed under terms mutually agreeable to both parties at that time.

Therefore, the parties hereby agree as follows:

A. Both parties agree to all terms and conditions set forth in **Part B**, the University of Southern Mississippi Standard Terms and Conditions, with the exception of any exceptions, additions, alterations or revisions set forth in **Part C**, Exceptions to the University of Southern Mississippi Standard Terms and Conditions, which must be signed by both parties to be in force.

B. Contractor shall:

Provide the following services:

a. *(the scope of services should be clearly defined)*

- b. _____
- c. _____

Refrain from using USM's name, work mark, or other university identifier. Refrain from using the name or title of any USM official. Refrain from projecting their product, or the work entailed therewith, as being approved by or otherwise endorsed by USM, its entities or officials.

- C. For the services set forth herein, USM will pay Contractor as follows:
 - a. *(the amount of payment should be clearly defined) The timing of payment is set forth in Part B, Section A.*

D. Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified U.S. Mail, postage prepaid, return receipt requested, to the persons at the address shown below. The parties agree to notify the other in writing of any change of address.

For Contractor:

For USM:

P.O. Box _____
Hattiesburg, MS 39406

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

(Insert contractor name _____)

BY: _____/_____
Date

UNIVERSITY OF SOUTHERN MISSISSIPPI

BY: _____/_____
Date

CONTRACT FOR THE UNIVERSITY OF SOUTHERN MISSISSIPPI

[Title of Service]

PART B

UNIVERSITY OF SOUTHERN MISSISSIPPI
STANDARD TERMS AND CONDITIONS

A. Payment

USM shall pay Contractor within 45 days of receipt of each invoice received from Contractor upon review and confirmation by USM that such payments and all portions thereof are due, justified and warranted based on services received by USM in accordance with §31-7-305(2), Mississippi Code of 1972.

B. Availability of Funds

It is expressly understood and agreed that the obligation of USM to proceed under this agreement is conditioned upon the availability and receipt of funds by USM to specifically perform the obligations set forth for USM under this agreement.

C. Representation Regarding Contingent Fees and Gratuities

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Further, Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in state law.

D. Equal Employment Opportunity

Contractor represents and understands that USM is an equal opportunity employer and therefore maintains a policy that prohibits unlawful discrimination. Contractor agrees that during the term of this agreement that Contractor will strictly adhere to this policy in its employment practices and the provisions of its services.

E. Assignment Prohibition

Contractor agrees that it shall not attempt to nor shall it assign this agreement to any party and that any attempt to do so shall be void.

F. Authority to Contract

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and is in good standing in the State of Mississippi; (c) that 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 provisions of this agreement to the contrary, that 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.

G. Failure to Enforce

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

H. Contractor-Independent Contractor

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 USM, and USM shall at no time be legally responsible for any negligence or other wrongdoing by Contractor, its partners, principals, officers, agents, employees or representatives. USM shall not be responsible for any federal and state unemployment tax, federal or state income taxes, Social Security taxes, or any other amounts for the benefit of Contractor or any of its partners, principals, officers, agents, employees or representatives. USM shall not provide to Contractor, its partners, principals, officers, agents, employees or representatives any insurance coverage or other benefits, including, but not limited to, Worker's Compensation, which are normally provided by USM to its employees. Contractor's personnel shall not be deemed in any way, directly, indirectly, expressly or by implication, to be employees of USM. Nothing contained in this agreement or otherwise shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any similar relationship between USM and the Contractor. At no time shall Contractor be authorized to do so and at no time shall Contractor act as an agent for or of USM.

I. Indemnification and Insurance

Contractor and its officers shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, USM, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities, from and against all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses and attorney's fees, arising out of or caused by Contractor and its' partners, principals, officers, agents, employees or representatives related to actions or inactions of Contractor, its partners, principals, officers, agents, employees and representatives. In USM's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc., but in such event, Contractor shall use legal counsel acceptable to USM. Contractor shall be solely responsible for all costs and/or expenses associated with such defense and USM shall be entitled to participate in said defense. Contractor shall not settle any claim, suits, etc., without USM's written concurrence, which concurrence USM shall not unreasonably withhold.

Contractor, at its expense, agrees to procure and maintain during the term a policy of commercial general liability insurance in an amount of not less than one million dollars (\$5,000,000), single limit, against claims for bodily injury, death and not less than one million dollars (\$1,000,000) for property damage occurring in connection with this agreement. This insurance must name the Board of Trustees of the State Institutions of Higher Learning of Mississippi and USM as additional insureds as to acts or omissions of Contractor and its officers, employees, and agents. Contractor must provide USM with a certificate evidencing this insurance coverage no later than the 10 days prior to the effective date of this Agreement.

J. Attorney's Fees and Expenses

Contractor agrees that in the event Contractor defaults in any obligations under this agreement that Contractor shall pay to USM all costs and expenses, including but not limited to, attorney's fees incurred by USM in enforcing this agreement.

K. Patents and Copyrights

Contractor covenants to save, defend, keep harmless, and indemnify the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, USM, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities, from and against all claims, losses, damages, injury, fines, penalties, and costs, including court costs and attorney's fees, charges, and other liability and exposure however caused for or on account of any copyright or patent infringement that may result from activities related to this agreement and the actions/inactions hereunder by the parties. This indemnification is not separate from that set forth elsewhere in this agreement and is not a limitation thereon, but instead is in conjunction therewith and is recited to ensure that the full breadth of the indemnification provisions contained elsewhere in this agreement are understood by the parties.

L. Disputes

Contractor agrees that any and all disputes between the parties to this agreement must be submitted to the USM Vice President for Administrative Affairs for consideration and a final decision. If Contractor is dissatisfied with that final decision, the dispute may, at the option of USM, be subjected to resolution by mediation prior to any action being taken by Contractor toward litigation.

M. Modifications to Agreement

This Agreement represents the entire understanding between the parties with respect to the subject matter hereof, and this Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter and cannot be modified except by a written instrument signed by the parties. All attached schedules and exhibits are hereby incorporated by reference to this Agreement.

N. Ownership of Documents and Work Papers

USM shall own all documents, files, reports, work papers and working documents, electronic or otherwise, created by Contractor in connection with this agreement.

O. Severability

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement, and to that end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

P. Termination for Convenience

USM may, when the interests of USM so require, terminate this agreement in whole or in part for convenience of USM. Written notice of the same is required to be provided by USM and shall allow no less than ten (10) days' notice prior to the effective date of termination.

Q. Termination for Cause

Either party may terminate this agreement immediately upon issuance of written notice if the other party fails to perform the obligations to the other party under this agreement. The party issuing such a termination notice may allow 30 days within which the other party may attempt to cure the failure to fulfill its obligations, but such 30 day cure time is not required.

R. Inspection of Books and Records

USM shall have the right to inspect and audit the books and records of Contractor at reasonable times and places. Such books and records shall be retained and maintained by Contractor for a minimum of three years following the termination or the expiration of this agreement.

S. Applicable Law

This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of this state. Contractor shall comply with applicable federal, state, and local laws and regulations. If a court determines that any provision of this contract is not enforceable against USM, the Contractor agrees that the individual signing this agreement on behalf of USM is not personally responsible or liable for any of the obligations and duties contained herein.

T. Venue

Each of the parties hereto hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state courts of Forrest County, Mississippi, with respect to any litigation arising out of, or related to, this agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts). Each of the parties hereto irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this agreement of the transactions contemplated hereby, in the state courts of Forrest County, Mississippi, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum.

U. E-Verify

Contractor represents and warrants that 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 that 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 that 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/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 (c) both. In the event of such termination/cancellation, Contractor would also

be liable for any additional costs incurred by the State due to contract cancellation or loss of License or Permit.

V. Force Majeure

Neither Party shall be deemed in default or otherwise liable hereunder due to its inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or similar causes beyond the party's control. Any delay in performance shall be no greater than the event of force majeure causing the delay. If an event of force majeure continues uninterrupted for a period exceeding six (6) calendar months, either party may elect to terminate this Agreement upon notice to the other, but such right of termination, if not exercised, shall expire immediately upon the discontinuance of the event of force majeure.

Contractor's Initials _____

USM initials _____

CONTRACT FOR THE UNIVERSITY OF SOUTHERN MISSISSIPPI
TO OBTAIN SERVICES

PART C

Exceptions to University of Southern Mississippi Standard Terms and Conditions

Any exceptions, additions, alterations or revisions to the University of Southern Mississippi Standard Terms and Conditions shall be listed herein and shall become a binding part of the contract upon approval and signature by both parties. If there are no exceptions, "NO EXCEPTIONS" should be typed after "A" and both parties should sign the **Part C** signature section. Failure of either party to sign **Part C** will render it not applicable and the entire University of Southern Mississippi Standard Terms and Conditions will be considered to be in force.

- A.
- B.
- C.
- D.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATE SHOWN BELOW.

(Insert contractor name _____)

BY: _____ / _____
Date

UNIVERSITY OF SOUTHERN MISSISSIPPI

BY: _____ / _____
Director of Procurement & Contracts Date