



**THE UNIVERSITY OF
SOUTHERN
MISSISSIPPI®**

**REQUEST FOR PROPOSALS (RFP) 20-19
PHYSICAL THERAPY PROVIDER**

Issued

January 22, 2020

Due Date (Opening Date)

February 19, 2020



**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: January 22, 2020

Bid No. 20-19

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

February 19, 2020

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.

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>RFP 20-19 Physical Therapy Provider</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 _____

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**THE UNIVERSITY OF SOUTHERN MISSISSIPPI
REQUEST FOR PROPOSALS (RFP) 20-19
PHYSICAL THERAPY PROVIDER**

ISSUE DATE: January 22, 2020

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

INTRODUCTION

The University of Southern Mississippi (USM) Department of Campus Recreation, located in Hattiesburg Mississippi, is requesting proposals to establish an agreement for an experienced Physical Therapy business to lease space and operate out of the Payne Center.

BACKGROUND INFORMATION

Founded in 1910, The University of Southern Mississippi opened its doors as a small teachers' college. Today, the University has grown into a comprehensive doctoral and research-driven institution with a proud history and an eye on the future. With a diverse student body of approximately 14,579 students from 63 foreign countries, all regions of the United States and every corner of Mississippi, we celebrate diversity in every sense of the word. Not only is Southern Miss a haven for the arts, but the University maintains a tradition of success in both academics and athletics, offering undergraduate and graduate degrees in more than 180 programs through four degree-granting colleges. A dual-campus university, Southern Miss serves students on campuses in Hattiesburg and Long Beach, in addition to five teaching and research sites in Mississippi and online at Southern Miss. Characterized by history and tradition, the Hattiesburg campus sits on 300 acres in the middle of the city of Hattiesburg. More than 180 buildings dot a landscape that has been transformed into a pedestrian-friendly environment for students, employees and visitors.

The Department of Campus Recreation is housed inside the Payne Center which is a 125,000 square foot facility which has 4 basketball courts, 4 racquetball courts, 2 group fitness rooms, a weight room, an 1/8th mile indoor track, and several classrooms.

TERMINOLOGY

The term "RFP" refers to this Request for Proposals document. For purposes of this RFP, the terms "Vendor," "Supplier," "Firm," "Proposer," "Respondent," and "Physical Therapy Provider" are all used interchangeably. For purposes of this RFP, the terms "The University of Southern Mississippi," "Southern Miss," "USM," and "the University" are used interchangeably. For purposes of this RFP, the terms "Department of Campus Recreation," "Campus Recreation," and "the Department" are used interchangeably.

Any statement in this document that contains the word “must” or the word “shall” requires mandatory compliance. “Will comply” or “agree” are used interchangeably to indicate the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task. Respondents to the RFP have a duty to request clarification of terms whenever there is uncertainty as to the exact meaning.

SUBMISSION INFORMATION

One (1) original and three (3) copies of the sealed proposal, subject to the conditions made a part hereof, will be received by **2:00 PM CDT on Wednesday, February 19, 2020** in the USM Procurement and Contract Services office, as indicated in the General Terms, Conditions, and Instructions to Bidders (**Appendix B**) for furnishing services described herein. It is the responsibility of the respondent to ensure that the proposal package arrives in the Procurement and Contract Services Office.

If you are delivering your bid in person, you should deliver it to:

The University of Southern Mississippi
Procurement Services
Bond Hall, Room 214
Hattiesburg, Mississippi
REQUEST FOR PROPOSAL # 20-19

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

The University of Southern Mississippi
Procurement Services
118 College Drive #5003
Hattiesburg, MS 39406-0001
REQUEST FOR PROPOSAL # 20-19

If you are express mailing your bid 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
REQUEST FOR PROPOSAL # 20-19

Electronic proposals will be accepted by following the instructions at https://www.ms.gov/dfa/contract_bid_search/Home/Sell; however, email and/or faxed bids **will not** be accepted.

Your response must include the signature page included in this RFP (**Appendix A**) and contain the signature of an authorized representative of the respondent's organization. Proposals without a signature will be disqualified.

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.

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

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

IMPORTANT NOTE: 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 time frame 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 February 7, 2020 at 12pm CST. Please direct all inquiries about this RFP in writing via electronic mail as follows:

Questions of a Technical Nature

Mark Crager
Campus Recreation
mark.crager@usm.edu
601-266-5405

Questions Related to Submission

Deidre Edwards
Procurement Services
deidre.edwards@usm.edu
601-266-4132

All inquiries' subject line should read "URGENT INQUIRY. USM RFP #20-19"

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

January 22, 2020

Site Visit	February 5, 2020
Prospective Respondents Written Inquiries Deadline	February 7, 2020
Responses to Inquiries Deadline (Estimated)	February 12, 2020
Proposal Submission Deadline – 2:00 p.m. CDT	February 19, 2020
Evaluation Committee Decision (Estimated)	February 24, 2020
Award Decision and Contract Draft (Estimated)	February 26, 2020
Submittal to MS Board of Institutions of Higher Learning	March 5, 2020
MS Board of Institutions of Higher Learning Review & Approval	April 8, 2019
Contract Effective Date	May 1, 2020

Note 2: It is the respondent's responsibility to assure that all addenda have been reviewed and, if applicable, signed and returned.

Note 3: 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.

SITE VISIT

Vendors interested in submitting a proposal for Physical Therapy Services at USM are encouraged to participate in a site visit and walk-thru of the facilities prior to submitting a proposal to ensure you are familiar with all requirements/constraints in successfully providing the services described in this RFP. One date and time has been scheduled for the site visit/walk-thru, therefore all vendors interested in this opportunity to participate in this walk-thru must attend at that time and date. No additional site visits/walk-thru will be conducted. The date and time for the site visit/walk-thru will be Wednesday February 5, 2020 at 2pm CST. All interested vendors should meet at the Payne Center, 101 MK Turk Circle (across from the Physical Plant) a few minutes prior to that time. Following the walk-through, a question and answer session will be held. All relevant questions and answers that potentially could affect all proposers will be distributed as an addendum to the RFP to all vendors who have registered their intent to propose a few days after this date.

Due to the limited available time of the Campus Recreation staff, this will be the only site visit scheduled for this RFP. University Staff will not schedule individual site visits for different vendors.

INTENT AND SCOPE

This RFP is to establish an agreement for an experienced Physical Therapy business to lease space and operate out of the Payne Center. The space available is approximately 800 square feet and includes a waiting room, office, therapy space, and two treatment rooms. The space has electric, water, internet, phone connections, and HVAC. Any modifications needed to the room, electrical, water, internet, phone connections, or HVAC will be the responsibility of the lessee.

Southern Miss issues this RFP as the owner and/or manager of these properties and will have no relationship in resulting services provided by the supplier to the customer. There will be no minimum number of customers or volume guaranteed or implied by the University.

TERM OF CONTRACT

The contract resulting from this RFP shall be for sixteen (16) months and will commence May 1, 2020 through August 31, 2021; however, the University reserves the right to dissolve the contract after the first year with cause or without cause. Any exceptions to the contract terms and conditions should be provided with the respondent's proposal.

EQUIPMENT DESCRIPTION SPECIFICATIONS

In addition to managing and operating the Physical Therapy business, the lessee will operate in a professional manner and provide the highest caliber of professional and customer services to the community. The lessee will furnish all supplies, materials, equipment, and management and labor necessary for Physical Therapy services.

UTILITIES

Utilities (water, electricity, gas) will be provided by the University. The University does not assume responsibility for damages to equipment due to power surges or power failures. The University will provide internet connectivity for use by the company. The lessee will agree to pay the cost of connections from wall to equipment and will comply with bearing the material cost of the installation of any necessary utility infrastructure (conduit, cable pull, drain installation, etc.) not currently in place but determined to be necessary and in addition to the current infrastructure in place in space utilized by said company. University staff will perform the installation or modification of new utility infrastructure. In the event department staff cannot perform such work, the department will make arrangements for such work to be performed by an off-campus company and the lessee will comply with reimbursement(s) to the department.

PAYMENT

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

ACCEPTANCE TIME

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 lowest and best offer that is in the best interest of the University, where the capabilities and overall reputation of the Supplier, as well as the cost, are major factors. 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 the substantial form of USM's standard services contract herein (**Appendix C**). Proposal should include any desired changes to the standard contract. Significant changes to the standard contract may be cause for rejection of a proposal.

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

- Request for Proposals (RFP) is issued to prospective suppliers.
- A deadline for written questions is set.
- Proposals will be received.
- Unsigned proposals will not be considered.
- All proposals must be received by USM no later than the date and time specified on the cover sheet of this RFP.
- At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of each respondent will be announced.
- Proposal evaluation: The University will review each proposal.
- At USM's option, the evaluation committee may request oral presentations or discussions for the purpose of clarification or to amplify the materials presented in the proposal.
- Respondents are cautioned that this is a request for proposals, not a request to contract, and USM reserves the unqualified right to reject any and all proposals when such rejection is deemed to be in the best interest of the University.
- The proposals will be evaluated according to the criteria set forth in this RFP.

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 received the original RFP. Respondents shall not rely on any other interpretations, changes, or corrections.

EVALUATION OF PROPOSALS

All proposals will be evaluated by appointed representatives of the University. The representatives will evaluate the vendor written responses on the criteria set forth in this RFP. The initial evaluations will take place separately and without discussion among the evaluation committee members, who will then meet to determine and identify the preferred vendor to be communicated to Procurement and Contract Services. After the preferred vendor is identified, a purchasing representative of Procurement and Contract Services will send notification letters, via email, to all vendors regarding the evaluation committee's decision to award.

Proposals will be evaluated on the following criteria:

- Lease amount
- Services Provided
- Value Added Services
- Proposer Qualifications

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 conduct discussions with those offers that are classified by USM as a) Acceptable, or b) Potentially acceptable, i.e., determined to be reasonably susceptible of being acceptable. Discussions are to only be used to 1) Promote understanding of the State's requirements and the offeror's proposals, and (2) Facilitate arriving at a contract that will be most advantageous to the State taking into consideration price and the other evaluation factors set forth in the RFP. This may be accomplished by the use of a request for Best and Final Offers (BAFO). In doing so, USM may choose a specific business model, and acceptable and potentially acceptable providers may be asked to submit revised proposals based upon that specific model.

Proposers may be asked to provide additional clarification to specific sections of the RFP. Selected proposers are not required to submit a BAFO. If they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

APPENDIX A

**THE UNIVERSITY OF SOUTHERN MISSISSIPPI
Request for Proposal (RFP) #20-19
Physical Therapy Provider**

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 B

**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.) 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.
- 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.) 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.
- 29.) 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.

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/ADAI

APPENDIX C

SAMPLE CONTRACT FOR THE UNIVERSITY OF SOUTHERN MISSISSIPPI TO OBTAIN SERVICES

This Agreement, made and entered into [*insert date*] (“Agreement Date”), is between _____, (“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 (“USM”), with its address at P.O. Box 5003, Hattiesburg, Mississippi 39406. Contractor and USM are collectively referred to as the “parties.”

RECITALS

WHEREAS, Contractor desires to provide certain, specific services to USM as described herein; and

WHEREAS, USM is willing to pay for those services.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

This agreement shall not be effective unless and until both parties have executed this agreement. The initial term (“Initial Term”) of this Agreement will be _____ years beginning on the Agreement Date and may be renewed for a like or different duration by mutual written agreement prior to termination. The Initial Term and any renewal term, if any, shall collectively be the “Term.” The Term shall end at midnight on the last day of the Initial Term or any renewal term (“Agreement End Date”), as applicable. The Agreement will automatically terminate upon the Agreement End Date unless extended upon mutual written agreement prior to the Agreement End Date.

- A. Both parties agree to all terms and conditions set forth in Standard Terms and Conditions below, except for any exceptions, additions, alterations, or revisions set forth in Exceptions to the University of Southern Mississippi Standard Terms and Conditions below.
- B. Scope of work. Contractor shall:
 - 1. Provide the listed services in a professional manner.
 - 2. (*the scope of services should be clearly defined*)
 - 3. _____
 - 4. _____
 - 5. _____
 - 6. _____

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

C. Payment

For the services set forth herein, USM will pay Contractor as follows:

1. Total amount : \$ _____ (*the amount of payment should be clearly defined*)
2. The timing of payment is set forth in Standard Terms and Conditions, 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 electronic means provided that the original of such notice is 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

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, co-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 insurance during the term as follows:

Worker's Compensation and Employer's Liability: Standard limits as required by applicable Worker's Compensation Laws.

Comprehensive General Liability:

- General Aggregate - \$2,000,000
- Personal & Adv Injury - \$2,000,000
- Each Occurrence - \$1,000,000
- 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

Errors and Omissions Liability: If required, Contractor shall maintain Errors and Omissions Liability Insurance in an amount of not less than \$1,000,000 per claim covering claims or damages because of injury or damages arising out of any act, error, or omission of Contractor in the rendering of professional services.

_____ Required _____ Not Required

Proof of Insurance

The Contractor shall provide a Certificate of Coverage 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 prior to the 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, 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 insureds.**

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 Finance and Administration 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. The foregoing is applicable only if Contractor has employees physically in Mississippi.

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.

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." Failure to add "NO EXCEPTIONS" 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 DATES SHOWN BELOW.

VENDOR NAME

UNIVERSITY OF SOUTHERN MISSISSIPPI

Vendor Rep Name / Date

USM Rep Name / Date

Vendor Rep Title

USM Rep Title