



**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:** February 26, 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

March 31, 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 align="center"><b>RFx: 3160003495</b></p> <p align="center"><b>DESCRIPTION</b></p> <p align="center"><b>RFP 20-21</b></p> <p align="center"><b>CUSTODIAL SERVICES FOR USM UNION COMPLEX</b></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  
REQUEST FOR PROPOSALS (RFP) 20-21  
CUSTODIAL SERVICES FOR USM UNION COMPLEX

ISSUE DATE: February 26, 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), located in Hattiesburg Mississippi, is requesting proposals for Custodial Services for the Union Complex.

**GENERAL COMMENTS**

This document and all appendices are considered part of the required specifications to The University of Southern Mississippi (Request for Proposal for Custodial Services- USM Union Complex).

The University of Southern Mississippi reserves the right to modify any part of the document at its discretion.

The University of Southern Mississippi reserves the right to reject any and all proposals or not make any award at all.

The University of Southern Mississippi reserves the right to waive any errors and omissions at the university's discretion.

The University of Southern Mississippi reserves the right to utilize another vendor in the event of the awarded contractor's inability to perform, non-availability to perform, or for additional work beyond the scope of the contract.

The Contractor shall furnish all supervision, cleaning personnel, employee uniforms, equipment, industrial-grade cleaning supplies, tools and other materials as required for custodial services for the University of Southern Mississippi Union Complex.

If the Contractor is a franchisee of a major corporation then all proposed information should be from the franchisee not the major corporation.

**SUBMISSION INFORMATION**

One (1) signed original, three (3) copies and one (1) electronic copy (USB drive, etc.) of the sealed proposal, subject to the conditions made a part hereof, must be received by **2:00 PM CDT on Tuesday, March 31, 2020** in the USM Procurement and Contract

Services office, as indicated in the General Terms, Conditions, and Instructions to Bidders (**Appendix E**) 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 # 20-21

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 # 20-21

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 # 20-21

Electronic proposals will be accepted by following the instructions at [https://www.ms.gov/dfa/contract\\_bid\\_search/Home/Sell](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 D**) 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 Tuesday, March 17, 2020. Please direct all inquiries about this RFP in writing via electronic mail as follows:

Questions of a Technical Nature

Jeff Taylor  
USM Union Complex  
jeffrey.m.taylor@usm.edu  
601-266-4719

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 #20-21"**

**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	February 26, 2020
Site Visit	March 11, 2020
Prospective Respondents Written Inquiries Deadline	March 17, 2020

Responses to Inquiries Deadline (Estimated)	March 20, 2020
Proposal Submission Deadline – 2:00 p.m. CDT	March 31, 2020
Contract Effective Date	July 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 Custodial 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 9:00 AM CST on March 11, 2020. All interested vendors should meet in the Thad Cochran Center, Room 227 a few minutes prior to that time. There will be a brief discussion and question and answer session, followed by the walk-thru of the facilities. The on-site representative(s) attending the site visit/walk-thru should be from the local franchise if part of a major corporation. If any additional requirements regarding the scope of work required within this RFP arise from the site visit an addendum will be issued.

**TERM OF CONTRACT/TERMS OF AGREEMENT**

It is USM’s intention to enter into a two (3) year contract beginning July 1, 2020 and ending June 30, 2023. However, upon mutual agreement of both parties in writing it may be renewed for up to two (2) additional 12 month periods, but not to exceed a contract totaling more than five (5) years.

If contract is renewed, USM will give Contractor sixty (60) days’ written notice prior to the end of the initial contract period. No such notice will be required at the end of the final optional year called for in this RFP.

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 D**) 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 give the contractor 30 days' written notice to comply. In the event the necessary corrective action has not been completed within the 30-day period, the contractor must submit, in writing, why such corrective action has not been performed. The University reserves the right to determine whether or not such non-compliance 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.

#### **PAYMENT**

Payment for services rendered will be made on a monthly basis. Invoices should be billed in three (3) separate invoices: The Hub, R.C. Cook Union, and Thad Cochran Center. After approval of the invoice will be forwarded for payment. As a state agency 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.

#### **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 F**). 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.

#### **SCOPE**

The scope of work will consist of complete floor-to-ceiling custodial and cleaning services for all facilities as provided by **Appendix A**, on a daily basis, (Monday-Friday), this also includes a 15' perimeter of the exterior of the building. Facilities will be expected to be cleaned at no less than an APPA Level 3 (Casual Inattention), while striving for a Level 2 (Ordinary Tidiness) (**Appendix A**). Contractor is expected to comply with and accommodate the university's Office of Sustainability Climate Action Plan as it relates to management and processing of recyclable materials.

#### **Soap, Paper Products**

University will furnish all can liners, paper towels, hand soap, and toilet paper for restrooms.

#### **Other Cleaning Supplies and Equipment**

Contractor will be responsible for providing all other cleaning supplies, chemicals, and industrial equipment not listed above that are necessary to meet the requirements of this contract.

#### **Level of Cleanliness**

It will be the responsibility of the vendor to provide housekeeping services for the individual locations in keeping with high standards for an educational institution with respect to sanitation, public relations, and protection of the physical facility. Therefore, the goal of this proposal request is to receive proposals that approach this matter focused on level of cleanliness and sanitation. APPA's Five Levels of Cleanliness will be used to measure and ensure the appropriate level of cleanliness (Level 3 – Casual Inattention) is maintained at all times while striving for Level 2 (Ordinary Tidiness) (**Appendix A**).

#### **Insurance**

The Contractor shall provide at all times during the contract period the following insurance coverage:

1. Workers Compensation: Limits as required by State of Mississippi law
2. Manufacturer's and Contractor's Liability, other than auto: Bodily injury of \$1,000,000 per occurrence, and \$2,000,000 aggregate; Property damage, per



- occurrence \$2,000,000; shall extend to complete operations of the contractor
3. Auto Public Liability: Bodily injury, per person \$1,000,000 per occurrence \$1,000,000; Property Damage, per occurrence \$1,000,000
  4. Successful bidder shall be required to furnish certificates of insurance as evidence of compliance prior to commencing work.
  5. USM must have thirty (30) days' notice of cancellation or change in insurance coverage and give its approval.

### **Personnel, Compensation and Benefits**

All matters pertaining to the recruitment, screening, hiring, and retention shall be the exclusive responsibility of the Contractor. These matters shall be done fully in compliance with existing statutes and regulations pertaining to affirmative action, nondiscrimination, Title IX regulations, wage and hour, and any other stipulations germane to prudent personnel management.

Only those personnel who have been properly trained shall be assigned duties under this contract.

All personnel shall be dressed in uniforms in a manner authorized by the Contractor and approved by USM. The personnel shall be neat and clean in appearance. Uniforms shall be worn which fully identify the worker as a member of the Contractor's work force.

No employee who has a police record other than minor traffic violations may be assigned duties under this contract. Contractor shall be responsible for the submission of a police clearance record within 24 hours upon request (including background check and drug testing)

### **E-Verify Boilerplate Contract Language Required in all Contracts after July 2, 2008**

Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) 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, 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."

### **Safety**

The Contractor shall be responsible for the training as necessary in the application of chemicals and the use of equipment to facilitate safe conditions for the employees, and the University's students, staff, faculty, and guests of the University. Contractor shall provide USM with copies of MSDS Sheets of all chemicals used on the campus prior to usage.

### **Security**

The Contractor shall be responsible for training employees in security requirements of USM, and shall be responsible for the enforcement of the same.

1. The Contractor shall be responsible for safeguarding against loss, theft, or damage of all USM property, materials, equipment, and accessories to which Contractor's personnel have access. Contractor shall be fully responsible for the replacement of lost or damaged USM property which might have been issued to or loaned to by USM.
2. Guns, knives, or other dangerous weapons shall not be allowed on campus.
3. Alcohol and drugs are prohibited on the campus.
4. Keys should be properly handled to maintain property security and safety. Additionally, Contractor shall be fully responsible for the replacement of any keys that are lost per the University's Key Policy including replacement of key cores when necessary to ensure a safe and secure environment.
5. Radio issued to Contractor by Union. Contractor shall be fully responsible for the replacement of lost or damaged radio.

### **Supervision**

All supervision as required for the execution of those contractual responsibilities assumed by the Contractor shall be performed by the Contractor or his/her designated representative. Supervisor is to be on-site Monday – Friday 8:00 am – 5:00 pm and weekends and after 5:00 pm as needed. Supervisor is to be on site at the Union

Complex for 40 hours per week and may not be assigned to supervise any other sites during normal business hours Monday – Friday 8:00am – 5:00pm.

**Damage**

Contractor shall be responsible for, to the satisfaction of USM’s representative, the repair or replacement cost of any damage to the facility caused by any employee of the Contractor.

**Equipment and Supplies/Materials**

The procurement and maintenance of all equipment required for the successful execution of this contractual obligation shall be the Contractor's responsibility.

All equipment shall be maintained properly, and kept in clean condition. A listing of all chemicals and equipment which will be used by the successful Contractor must be submitted for approval prior to initial service under the contract. Changes may be made only after duly authorized.

All chemicals and equipment must meet or exceed OSHA requirements and commonly recognized safety requirements. Material Safety Data Sheets will be maintained on each job site for all chemicals used in the cleaning processes.

The Contractor must furnish all needed safety equipment and protective devices necessary for the safety of all building occupants and property of USM.

USM specifically requests that a large walk-behind, stand-on, or ride-on carpet extractor be included in the equipment provided by the Contractor.

**Emergencies**

All emergency conditions shall be promptly reported to the University's authorized representative.

**Parking Pass**

Contractor shall purchase vendor passes from University’s Parking Management Office for all company or employee vehicle parking as required (Contact Parking Management on the first floor of McLemore Hall or call 601-266-4943 for requirements).

**SUBMISSION OF PROPOSALS - CONTENTS**

The information requested below is required for full consideration. Thorough, concise, and clear responses will allow for accurate evaluation of the company’s abilities to provide the requested services at the level and in the manner expected.

**Qualifications and Experience**

All qualification information must pertain to the franchisee not the major corporation.

1. Each vendor shall submit evidence of qualifications which would influence their ability to satisfactorily perform the commercial cleaning services defined elsewhere in this document (see Appendix II, Evaluation Criteria for additional pertinent details). Vendor must have been in the commercial/institutional facility cleaning business for a minimum of five (5) years.
2. Company Profile History of company, year founded, philosophy or mission statement, description of types and number of accounts served, number of employees, ownership of company and business classification (corporation, partnership, sole proprietorship). If the Contractor is a franchisee of a major corporation then all proposed company profile information should be from the franchisee not the major corporation.
3. Vendor must submit, along with contact name and phone number, at least three (3) references serviced by the vendor for at least Three (3) years. USM reserves the right to contact these businesses, institutions, etc., and requests that contact information be included for each account. Failure to comply will result in rejection of proposal.
4. Vendor shall provide the company's past 3 years' financial statements that demonstrate financial stability.
5. Proposer must show evidence that they have an office within 50 miles of the USM Hattiesburg Campus and that proposed custodial employees live within a 30-minute drive of the campus to ensure quick response to emergency needs.
6. Provide certificate of liability insurance that meets the requirements outlined in this RFP.

### **Staffing Plan and Policies**

Using the attached Staffing Worksheet, (**Appendix B**) show number of proposed full-time and part-time employees:

1. Explain staffing and management plan for USM Union Complex.
2. Provide organizational chart for USM site.
3. Provide plan for special event staffing

### **Operations Plan and Policies**

All operation plans and policies must come from existing franchisee policies.

1. Explain quality control procedures.
2. Explain how APPA Cleanliness Level 3 or above will be achieved and maintained.
3. Explain how vendor will be accountable for service problems and failures.
4. Explain emergency cleaning procedures.
5. List grades, qualities, and brand name of chemicals that would be used at USM. (Use green products where applicable.)

6. Explain security plans and procedures.
7. Provide description of uniforms to be worn by contract personnel.
8. Provide housekeeping daily checklist and checklist for special events
9. Provide description of time keeping system for employees (Proof of man-hours worked must be made available to University upon request.)
10. Explain supervisory responsibilities and employee accountability.
11. Provide list of equipment that will be permanently stored onsite.

### **Pricing**

Using the attached Bid Form, show pricing proposal (**Appendix C**).

### **EVALUATION OF PROPOSALS**

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.

The evaluation factors set forth in this section are described as follows:

- Qualifications/Experience 15%
- References 5%
- Staffing Plan/Personnel 30%
- Operations Plan & Policies 25%
- Pricing 25%

### **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 2) 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) # 20-21 Custodial Services for USM Union Complex

#### Cleaning Schedule/Activities

APPA's Five Levels of Cleanliness, as seen below, will be used to measure and ensure an appropriate level of cleanliness. The minimum level of cleanliness required by USM is a Level 2 - Ordinary Tidiness while Contractor should strive to reach Level 1 - Orderly Spotlessness. Consistent failure to reach Level 2 may result in termination of the contract. Contractor must never allow appearances to slip below Level 3 – Casual Inattention.

#### APPA's Five Levels of Cleanliness

The following is a summary of key indicators for each of APPA's five levels of cleanliness. The lower the score higher the level of cleanliness.

##### Level 1—Orderly Spotlessness indicators

- Floors and base molding shine and/or are bright and clean; colors are fresh.
- There is no buildup in corners or along walls.
- All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints. Lights all work and fixtures are clean.
- Washroom and shower fixtures and tile gleam and are odor free. Supplies are adequate.
- Trash containers and pencil sharpeners hold only daily waste and are clean and odor free.

##### Level 2—Ordinary Tidiness indicators - Same as Level 1 with the following exceptions

- There can be up to two-days' worth of dust, dirt, stains, or streaks on floors and base molding
- Dust, smudges, and fingerprints are noticeable on vertical and horizontal surfaces

##### Level 3—Casual Inattention indicators

- Floors are swept or vacuumed clean, but upon close observation, there can be stains. A buildup of dirt and/or floor finish in corners and along walls can be seen.

- There are dull spots and/or matted carpet in walking lanes. There are streaks or splashes on base molding.
- All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges, and fingerprints. Lamps all work and fixtures are clean.
- Trash containers and pencil sharpeners hold only daily waste and are clean and odor free.

#### Level 4—Moderate Dinginess indicators

- Floors are swept or vacuumed clean, but are dull, dingy, and stained. There is a noticeable buildup of dirt and/or floor finish in corners and along walls.
- There is a dull path and/or obviously matted carpet in the walking lanes. Base molding is dull and dingy with streaks or splashes.
- All vertical and horizontal surfaces have conspicuous dust, dirt, marks, smudges, and fingerprints. Lamp fixtures are dirty, and some lamps (up to 5 percent) are burned out.
- Trash containers and pencil sharpeners have old trash and shavings. They are stained and marked. Trash containers smell sour.

#### Level 5—Unkempt Neglect indicators

- Floors and carpets are dull, dirty, scuffed, and/or matted. There is a conspicuous buildup of old dirt and/or floor finish in corners and along walls. Base molding is dirty, stained, and streaked. Gum, stains, dirt, dust balls, and trash are broadcast.
- All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges, and fingerprints, all of which will be difficult to remove. Lack of attention is obvious.
- Light fixtures are dirty with dust balls and flies. Many lamps (more than 5 percent) are burned out.
- Trash containers and pencil sharpeners overflow. They are stained and marked. Trash containers smell sour.

The Union Complex consists of 312,000 square feet: 16 restroom locations, 22 conference/meeting rooms, 3 ballrooms, 35 offices, Game room, lounge, several prefunction areas, large common spaces/hallways, 6 grand entries (exterior), and 4 loading docks.

- Hours of operations: 7am – 10pm Monday – Thursday, 7am – 7pm Friday, 8:30am – 7pm Saturday, and 8:30am – 10pm Sunday, with custodial hours to extend past normal business hours
- Hours will vary according to event requirements
- The complex is open 351 days a year and must be business ready at all times



- Average daily traffic count is approximately 8,000, fall and spring semesters, and approximately 3,000, summer semester. Summer camps (500 to 3,000 attendees) are throughout the summer.
- The Union Complex hosts approximately 5,000 events a year

General janitorial services include but are not limited to emptying trash receptacles, dusting, cleaning restrooms, vacuuming building, spot clean carpet and furniture, scrubbing, buffing and extraction.

- Vendor must provide proposed cleaning schedule.
- Vendor must provide proposed staffing schedule.
- Vendor must provide list of systems currently in use.
- Vendor must provide list of commercial cleaning equipment currently in use.

From time to time, as the parties may agree, the amount remitted for services may be increased or decreased to reflect an increase or decrease in the area of space serviced and the type, amount or frequency of service to be rendered and accepted by the Union Complex.

The vendor shall adhere to University policies and procedures. Administration of policies and procedures shall lie within the Union Administrative Office.

USM expects to receive copies of daily inspections performed by onsite account manager via the Contractor specified Building Inspection Software.

Under this agreement, the vendor shall reimburse the University for any damages to state property by any employee of the vendor.

No sub-contractors allowed.

The overall fee for Custodial Staffing will include but is not limited to:

1. Onsite full time Account Manager – 40 hours per week M-F 8am-5pm
2. Onsite full time day shift supervisor plus two housekeeping staff (3 total on day crew)
3. Onsite full time night shift supervisor plus three housekeeping staff (4 total on night crew)
4. Housekeeping staff mentioned above onsite from 7:00am until at least 10:30pm
5. Floor tech and floor crew
6. Special weekend events may require some additional custodial staff depending on expected number of attendees and catered meals. Vendor must be able to provide 8-10 additional custodial staff and supervisor for these events. Due to

limited parking during these events, vendor must provide an off-campus site for employee vehicles and shuttle to and from Union complex.

### **General Janitorial Service Requirements**

\*\*\*All equipment, supplies and chemical furnished by contractor\*\*\*

#### **Zone 1: RC Cook Union**

Housekeeping: 7 days a week

##### Projects:

Hard Surface – strip and refinish – 2 times annually

- Hard surfaces include VCT, ceramic tile, slate, and brick

Carpet – steam extract – 2 times annually

Window cleaning (40 foot windows) – interior and exterior windows/glass – annually

- Requires boom rental and certification

#### **Zone 2: Thad Cochran Center**

Housekeeping: 7 days a week

##### Projects:

Hard Surface – strip and refinish corridors and closets – annually

- Hard surfaces include VCT and ceramic tile

Carpet – steam extract – 2 times annually

Window cleaning (60 foot windows) – interior and exterior windows/glass – annually

- Requires boom rental and certification

**Zone 3: The Hub** – (Leadership and Student Involvement Hub, Main Hallway/Lobby, Hub Hallway, Multicultural Programs and Services Office, SGA Office, Eagle Maker Hub, CCE Office Suite, and 3 common restrooms).

Housekeeping: 5 days a week and some weekends as events warrant. Trash removal 7 days per week in main Hallway/Lobby.

##### Projects:

Hard Surface – strip and refinish – 2 times annually

- Hard surfaces include VCT and brick

Carpet – steam extract – 2 times annually

Window cleaning (20 foot windows) – interior and exterior windows/glass – annually

- Requires boom rental and certification

#### **All Zones:**

- Dust and clean light covers as needed
- Minor repairs – baseboard damage resulting from janitorial equipment
- Replace toilet seats
- Upholstery extraction – weekly as needed/directed
- Daily carpet spot extractions as needed/directed
- Escalator cleaning to standards
- Monthly tile machine scrubbing
- Pressure wash all entrances 3 times annually and loading dock area as directed
- Clean all interior and exterior glass 2 times annually
- Kaivac (or equivalent) restrooms monthly
- Coordinate supply inventory
- Place recycle materials in proper areas for processing
- On-site qualified manager (40+ hours a week)
- Assist with room set-ups and breakdown when needed before and after large food events
- Cross training with Union staff on certain pieces of equipment for emergency use
- Weekly operations meeting between on-site manager and Associate Director for Union Operations

#### Floor Care:

Carpet: Daily vacuum, daily spot clean as needed with portable extract and bonnet, weekly walk-behind/ride/stand-on extract all carpeted areas, annual truck mount extract all carpeted areas. All equipment must be kept on site with possibility of USM employees using the equipment in emergency situations. You must own a carpet extraction truck mount but it does not have to stay on site.

Hard floor surfaces: VCT – Buff weekly

Ceramic and Tile Flooring: machine scrub weekly

Loading dock walls and parking: pressure wash as directed

Exterior areas:

Porches – Pick up trash from bushes and clean surfaces on the porch areas, defined as areas outside of the Union Complex (The Hub, RC Cook Union, and Thad Cochran Center) from the building’s edge to the curb edge on the west sides of the Complex; from the building’s edge to the grass edge on the south side of the Complex; from the building’s edge to the end of the stairs on the east side of the Complex; and from the building’s edge to the bottom of the stairs on the north side of the Complex excluding those areas where trash pick-up is provided by Physical Plant.

**Janitorial Equipment required (at a minimum) dedicated solely to Union Complex**

<u>On Site Equipment</u>	<u>Quantity</u>
*Provide Brand of Equipment	
Riding Vacuum Cleaner	1
Walk Behind Vacuum - Commercial	1
Upright Vacuum - Commercial	6
Back Pac Commercial Vacuums	3
21" Auto Floor Scrubber	1
Walk Behind/Stand-On/Sit-On Carpet Extractor	1
Portable/Hand Held Carpet Extractor	1
Commercial Pressure Washer	1
Kaivac (or equivalent) Restroom Sanitizer	1
Housekeeping Carts	3
Mop Buckets	6
TreadMaster Escalator Cleaner	1

<u>On Site Equipment</u>	<u>Quantity</u>
*Provide Brand of Equipment	
Hard Surface Floor Stripper	1
Hard Surface Floor Extractor	1
Truck Mount Carpet Extractor	1

**Required Operation Systems**

- Housekeeping and Project Computer Software (provide software name)
- Electronic Automated Timekeeping System – (provide software name)
- Customer Relations Communication Software (CRM) - (provide software name)
- Building Inspections Software - (provide software name)
- Commercial Office – (No Home Based Office) (provide existing address)

**Additional Preferred Operation Systems**

Vendor should describe their Emergency Operation Fuel Plan, if any, in the event of fuel shortage.

Cell Phones for Managers

**Supplies**

Company will provide all commercial cleaning equipment and chemical supplies

Union Complex will provide tissue, hand towels, can liners, hand soap, and automated chemical dispenser system (provide brand names)

**APPENDIX B**

**THE UNIVERSITY OF SOUTHERN MISSISSIPPI  
Request for Proposal (RFP) #20-21  
Custodial Services for USM Union Complex**

**Staffing Worksheet**

**Full Time Account Manager or Equivalent**

Name: \_\_\_\_\_  
Years' Experience in Custodial Industry: \_\_\_\_\_  
Years' Experience in Supervisory Capacity: \_\_\_\_\_  
Year Experience in Higher Education Facilities: \_\_\_\_\_

**Day Shift Supervisor or Equivalent**

Name: \_\_\_\_\_  
Years' Experience in Custodial Industry: \_\_\_\_\_  
Years' Experience in Supervisory Capacity: \_\_\_\_\_  
Year Experience in Higher Education Facilities: \_\_\_\_\_

**Night Shift Supervisor or Equivalent**

Name: \_\_\_\_\_  
Years' Experience in Custodial Industry: \_\_\_\_\_  
Years' Experience in Supervisory Capacity: \_\_\_\_\_  
Year Experience in Higher Education Facilities: \_\_\_\_\_

Total number proposed full-time employees (including account manager): \_\_\_\_\_

Total number proposed part-time employees: \_\_\_\_\_

Total number proposed supervisors: \_\_\_\_\_

Total number proposed employees: \_\_\_\_\_

**APPENDIX C**

**THE UNIVERSITY OF SOUTHERN MISSISSIPPI  
Request for Proposal (RFP) #20-21  
Custodial Services for USM Union Complex**

**Pricing Worksheet**

Contractor proposes to provide all services described above for a set monthly fee of \$\_\_\_\_\_. Fees shall be billed in 3 separate invoices: the Hub, R.C. Cook Union, and Thad Cochran Center. This fee includes the cost of all labor, equipment, and supplies necessary to carry out the duties described above.

In the event special needs arise, above and beyond the requirements stated in the scope of work above, such as special weekend events, please provide hourly pricing for the following positions. All costs associated with the regular cleaning of the facilities should be included in the monthly fee above. Only special events not covered by those requirements will be allowed to be billed separately at the rates listed below.

Custodian \$\_\_\_\_\_ per hour per person  
Supervisor \$\_\_\_\_\_ per hour per person  
Floor Tech \$\_\_\_\_\_ per hour per person

**Prepared By and Contact Information:**

\*\*\*\*\*

Company Name	FEI No.		
Address	City	State	Zip
Contact Name	Phone		
Fax	Email		

COMPANY REPRESENTATIVE AUTHORIZED TO OBLIGATE THEIR COMPANY MUST SIGN BELOW.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed/Printed Name of Signer

**APPENDIX D**

**THE UNIVERSITY OF SOUTHERN MISSISSIPPI  
Request for Proposal (RFP) #20-21  
Custodial Services for USM Union Complex  
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 E

**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](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/ADA**

## APPENDIX F

### 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  
Vendor Rep Title

---

USM Rep Name / Date  
USM Rep Title