



**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: _____

Bid No. 24-01

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:

August 11, 2023 2:00 p.m. CDT

Buyer: Millissa Stork

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 24-01</p> <p>Oyster Reef Plot Creation</p> <p>as per attached specifications.</p> <p>RFx 3160006024</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 _____

Advertisement for Bids

The University of Southern Mississippi Gulf Coast Research Laboratory Ocean Springs, MS

Notice To Contractors Reef Plot Creation

Sealed bids will be received by The University of Southern Mississippi, Gulf Coast Research Laboratory in the Halstead Campus Receiving Office, located at 703 East Beach Drive, Ocean Springs, Mississippi 39564, until 2:00 p.m. CDT Friday, August 11, 2023, for supplying all labor, equipment, and materials necessary for the construction of the above referenced project. All bids received will be publicly opened and read aloud.

A pre-bid meeting will be held for prospective bidders on Tuesday, July 18th, 2023, at 2:00p.m. CDT at the Director's House on the Halstead Campus located at 703 East Beach Drive, Ocean Springs, MS 39564. For a virtual link to the pre-bid meeting, please contact Jessica Browder at Jessica.Browder@usm.edu.

If anyone prefers to submit their bid electronically, please follow the instructions below using the following website: https://www.ms.gov/dfa/contract_bid_search/Home/Sell. If you are 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, return to the original website, and click on "Procurement Opportunities" where you can either search by keyword for the bid you desire to respond to or leave the search box blank and click "Search" for a listing of all current bids and proposals for the various State of Mississippi offices. The work shall consist essentially of the following items: to create multiple one-acre oyster-reef plots (6 per lease area) within four 50-acre leased areas in the Gulf. The 24 one-acre plots will receive base applications of #4 limestone gravel distributed evenly at a uniform flat thickness of 6" in the late fall, early winter of 2023.

All other related items of work required to complete the project as shown and specified in the Contract Documents. The above general outline of features of the work does not in any way limit the responsibility of the contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein. Detailed specifications may be secured from the above office upon request or on our website <https://www.usm.edu/procurement-contract-services/current-bid-opportunities>, or by calling 228-818-8001 and referencing bid #24-01. The attention of bidders is directed to the Special Provisions governing selection and employment of labor. Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Contract Provisions. The University of Southern Mississippi hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to

this advertisement, disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements. Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the University of Southern Mississippi as bid security. Bidders shall also submit a current financial statement, if requested by the University. The successful bidder will be required to furnish a performance and payment bond in the amount of one hundred percent (100%) of the contract amount. Both bonds shall be signed and countersigned by a Mississippi Resident Agent. The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the Gulf Coast Research Laboratory Halstead Campus Receiving Office, Ocean Springs, Mississippi prior to the hour and date above designated. The University of Southern Mississippi reserves the right to reject any or all proposals, to waive technicalities or irregularities, or to advertise for new proposals, and the decision of the University to reject any bid or proposal shall not be cause for any liability or damages against the University of Southern Mississippi, any officers, or employees. The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the Contract Time. The bidder must also agree to pay as liquidated damages the sum specified in the Standard Specifications per day for each calendar day of overrun in Contract Time that work is not completed. The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

Millissa Stork
Procurement Coordinator
Gulf Coast Research Laboratory
(228) 818-8001

Publish 2 times and charge to The University of Southern Mississippi:

07/13/2023
07/20/2023

Bid # 24-01
University of Southern Mississippi
Lease Area - Oyster Reef Plot Creation

1.0 Introduction

The University of Southern Mississippi (USM) Gulf Coast Research Laboratory is seeking to procure a contractor to create multiple one-acre oyster-reef plots (6 per lease area) within four 50-acre lease areas. The 24 one-acre plots will receive base applications of #4 limestone gravel distributed evenly at a uniform flat thickness of 6" in the late fall, early winter of 2023.

2.0 Specifications

2.1 GENERAL PERFORMANCE SPECIFICATIONS

Adherence to timing and precision of gravel application within the delineated plots is critical to the success of this project. Prescribed quantities of material must be spread uniformly across created reef plots within boundaries defined by NAD83 CRS GPS coordinates specified in Table 2 below. The contractor must promptly notify the USM project manager of any anticipated deviation from the specified times and places for gravel applications. Such deviations will require mutually agreed upon remediation measures. Oversight monitoring will occur during reef creation and a quality control survey will follow reef creation activity to ensure all specifications are met.

The Vendor should **quote the lead time required** for obtaining materials and the **time required** for completing the contract. Required materials for construction should be acquired as a one-time purchase. Initiation of reef construction cannot proceed before all required permits are obtained and leasing agreements made by the contractee. The deadline for receiving sealed bid responses is before 2:00 PM CDT on Friday, August 11, 2023. (See specifics below)

2.2 REQUIREMENTS

The following specifications are given to ensure that the contractor understands the scope and accuracy of the tasks required to satisfy project objectives. Any deviation from the prescribed specifications must be documented and rectified.

The contractor should meet the following specifications:

- **Deployment**
 - To deploy within four 50-acre lease areas
 - Two in western MS Sound and two in Eastern MS Sound
 - Geographic coordinates of lease areas given below
 - Two sets of three precise one-acre plots per lease area (= six plots per lease area)
 - Base reef for 24 one-acre reef plots
 - To be completed in late fall, early winter of 2023
 - For each lease area, two plots receive no base application (See Fig. 1 below)

- Predetermined GPS coordinates defining corners of individual plots are provided.
 - See Tables 1 and 2 below for GPS coordinates of lease areas and plots in NAD83 CRS
 - Or in NAD 83 Mississippi State Plane feet
 - See Figures 1 and 2 below for layout configuration of plots within lease areas:
 - One-acre plots are arranged around the perimeters of 50-acre lease areas.
 - Bare substrate areas are interspersed with created reef plots.
- **Reef Material**
 - #4 LIMESTONE GRAVEL – predominant size range from 1.5" – 2.5"
 - Estimated 1 cu yd = 1.2 ton
 - Total particle size range of 0.5 – 3.5"
 - six one-acre plots per lease area (see Tables 1 and 2, and Figs. 1 and 2 below)
 - applications of limestone gravel to be made to uniform thickness within predefined boundaries of experimental plots.
 - uniform flat thickness of 6" for base applications (i.e., 800 cubic yards per one-acre plot)
- **Plot specifications**
 - Six plots per lease area receive the base application.
 - at 800 cubic yards per acre (≈6" base depth)
 - four lease areas * six base plots = 24 base acres
 - Twenty-four base acres * 800 cubic yards/acre = 19,200 cubic yards base #4 limestone
 - Labor and deployment costs:
 - Deploy base reefs at same time in late fall, early winter of 2023.
 - Bidder should provide Itemized breakdowns of estimated labor and material costs along with the bid.
- **Performance criteria:**
 - Subtidal depth range estimates for the four lease sites:
 - Western North; UEBN = 5-7 feet;
 - Western South; UEBS = 7-9 feet;
 - Pascagoula West; UEPW = 6-7 feet;
 - Pascagoula East; UEPE = 5-6 feet.
 - Prescribed quantities of material must be spread uniformly within boundaries of created reef plots.
 - Timing requirements of gravel applications to within bi-weekly designated periods
 - Spatial accuracy of applications to within 10 m of designated boundaries
 - Contractor must immediately notify USM project manager of any anticipated deviation from the specified times and placements of gravel applications.
 - On site monitoring by project representatives to occur during reef deployment
 - A quality control procedure will follow deployments to ensure specifications were followed accurately.
 - Non-compliance with contract specifications subject to nonpayment.

Table 1. Lease area boundary GPS coordinates (CRS = NAD83)

Zone	Lease	Site	Corner	Latitude	Longitude
Bay St. Louis	Northern	UEBN	NE	30.3050	-89.2986
Bay St. Louis	Northern	UEBN	SE	30.3009	-89.2986
Bay St. Louis	Northern	UEBN	SW	30.3009	-89.3034
Bay St. Louis	Northern	UEBN	NW	30.3050	-89.3034
Bay St. Louis	Southern	UEBS	NE	30.2626	-89.3041
Bay St. Louis	Southern	UEBS	SE	30.2576	-89.3041
Bay St. Louis	Southern	UEBS	SW	30.2576	-89.3089
Bay St. Louis	Southern	UEBS	NW	30.2626	-89.3089
W Pascagoula R	Eastern	UEPE	NE	30.3331	-88.6470
W Pascagoula R	Eastern	UEPE	SE	30.3289	-88.6490
W Pascagoula R	Eastern	UEPE	SW	30.3304	-88.6533
W Pascagoula R	Eastern	UEPE	NW	30.3348	-88.6512
W Pascagoula R	Western	UEPW	NE	30.3383	-88.6615
W Pascagoula R	Western	UEPW	SE	30.3343	-88.6615
W Pascagoula R	Western	UEPW	SW	30.3343	-88.6664
W Pascagoula R	Western	UEPW	NW	30.3383	-88.6664

Table 2. Specification of plot coordinates in addition to assigned plot numbers and eventual treatment applications within the designated lease areas (see diagram below) – Plots are numbered from left to right starting from upper left corner of each site and going across and down – corners of plots: UL – upper left; UR upper right; LL – lower left; LR - lower right. NA – not applicable; Base application – base reef 800 cubic yards per acre (≈6” base depth); Trtmnt1 – TBD; Trtmnt2 - TBD (see diagram below). GPS coordinate reference system = NAD83 CRS.

Zone	Relative Position	Lease	Trt Plot	Base Late Fall (2023)	Trtmnt1 Late Spring (2024)	Trtmnt2 Early Fall (2024)	UL Lat	UL Long	UR Lat	UR Long	LL Lat	LL Long	LR Lat	LR Long
Bay St SL	Northern	UEBN	BN-1	NA	NA	NA	30.304381	-89.302653	30.304381	-89.301993	30.303810	-89.302653	30.303810	-89.301993
Bay St SL	Northern	UEBN	BN-2	YES	NA	NA	30.304381	-89.301333	30.304381	-89.300673	30.303810	-89.301333	30.303810	-89.300673
Bay St SL	Northern	UEBN	BN-3	YES	NA	YES	30.304381	-89.300013	30.304381	-89.299353	30.303810	-89.300013	30.303810	-89.299353
Bay St SL	Northern	UEBN	BN-4	YES	NA	YES	30.303238	-89.302653	30.303238	-89.301993	30.302667	-89.302653	30.302667	-89.301993
Bay St SL	Northern	UEBN	BN-5	YES	YES	NA	30.303238	-89.300013	30.303238	-89.299353	30.302667	-89.300013	30.302667	-89.299353
Bay St SL	Northern	UEBN	BN-6	YES	NA	NA	30.302095	-89.302653	30.302095	-89.301993	30.301524	-89.302653	30.301524	-89.301993
Bay St SL	Northern	UEBN	BN-7	YES	YES	NA	30.302095	-89.301333	30.302095	-89.300673	30.301524	-89.301333	30.301524	-89.300673
Bay St SL	Northern	UEBN	BN-8	NA	NA	NA	30.302095	-89.300013	30.302095	-89.299353	30.301524	-89.300013	30.301524	-89.299353
Bay St SL	Southern	UEBS	BS-1	NA	NA	NA	30.261533	-89.308153	30.261533	-89.307493	30.260961	-89.308153	30.260961	-89.307493
Bay St SL	Southern	UEBS	BS-2	YES	NA	NA	30.261533	-89.306833	30.261533	-89.306173	30.260961	-89.306833	30.260961	-89.306173
Bay St SL	Southern	UEBS	BS-3	YES	NA	YES	30.261533	-89.305513	30.261533	-89.304853	30.260961	-89.305513	30.260961	-89.304853
Bay St SL	Southern	UEBS	BS-4	YES	NA	YES	30.260390	-89.308153	30.260390	-89.307493	30.259818	-89.308153	30.259818	-89.307493
Bay St SL	Southern	UEBS	BS-5	YES	YES	NA	30.260390	-89.305513	30.260390	-89.304853	30.259818	-89.305513	30.259818	-89.304853
Bay St SL	Southern	UEBS	BS-6	YES	NA	NA	30.259247	-89.308153	30.259247	-89.307493	30.258675	-89.308153	30.258675	-89.307493
Bay St SL	Southern	UEBS	BS-7	YES	YES	NA	30.259247	-89.306833	30.259247	-89.306173	30.258675	-89.306833	30.258675	-89.306173
Bay St SL	Southern	UEBS	BS-8	NA	NA	NA	30.259247	-89.305513	30.259247	-89.304853	30.258675	-89.305513	30.258675	-89.304853
Pascagoula	Western	UEPW	PW-1	NA	NA	NA	30.337731	-88.665604	30.337731	-88.664944	30.337159	-88.665604	30.337159	-88.664944
Pascagoula	Western	UEPW	PW-2	YES	NA	NA	30.337731	-88.664284	30.337731	-88.663624	30.337159	-88.664284	30.337159	-88.663624
Pascagoula	Western	UEPW	PW-3	YES	NA	YES	30.337731	-88.662964	30.337731	-88.662304	30.337159	-88.662964	30.337159	-88.662304
Pascagoula	Western	UEPW	PW-4	YES	NA	YES	30.336588	-88.665604	30.336588	-88.664944	30.336016	-88.665604	30.336016	-88.664944
Pascagoula	Western	UEPW	PW-5	YES	YES	NA	30.336588	-88.662964	30.336588	-88.662304	30.336016	-88.662964	30.336016	-88.662304
Pascagoula	Western	UEPW	PW-6	YES	NA	NA	30.335445	-88.665604	30.335445	-88.664944	30.334873	-88.665604	30.334873	-88.664944
Pascagoula	Western	UEPW	PW-7	YES	YES	NA	30.335442	-88.664284	30.335445	-88.663624	30.334873	-88.664284	30.334873	-88.663624
Pascagoula	Western	UEPW	PW-8	NA	NA	NA	30.335445	-88.662964	30.335445	-88.662304	30.334873	-88.662964	30.334873	-88.662304

Pascagoula	Eastern	UEPE	PE-1	NA	NA	NA	30.333642	-88.651054	30.333422	-88.650444	30.333112	-88.651314	30.332892	-88.650704
Pascagoula	Eastern	UEPE	PE-2	YES	NA	NA	30.333212	-88.649834	30.332992	-88.649224	30.332672	-88.650084	30.332462	-88.649464
Pascagoula	Eastern	UEPE	PE-3	YES	NA	YES	30.332772	-88.648614	30.332552	-88.648004	30.332242	-88.648864	30.332032	-88.648244
Pascagoula	Eastern	UEPE	PE-4	YES	NA	YES	30.332582	-88.651574	30.332372	-88.650954	30.332052	-88.651824	30.331842	-88.651204
Pascagoula	Eastern	UEPE	PE-5	YES	YES	NA	30.331712	-88.649104	30.331502	-88.648494	30.331182	-88.649344	30.330972	-88.648724
Pascagoula	Eastern	UEPE	PE-6	YES	NA	NA	30.331522	-88.652074	30.331312	-88.651464	30.330992	-88.652324	30.330767	-88.651714
Pascagoula	Eastern	UEPE	PE-7	YES	YES	NA	30.331102	-88.650844	30.330902	-88.650224	30.330572	-88.651104	30.330352	-88.650494
Pascagoula	Eastern	UEPE	PE-8	NA	NA	NA	30.330692	-88.649604	30.330482	-88.648984	30.330162	-88.649854	30.329952	-88.649234

Figure 1. Experimental plot numbering from left to right starting at upper left and going across and down: top row from left to right: Plot 1, Plot 2, Plot 3; middle row from left to right: Plot 4, Plot 5; bottom row from left to right: Plot 6, Plot 7, Plot 8. GPS. All plots except for non-reef control plots (i.e., plots 1 and 8) are slated to receive the base application as described herein. See table 1 for lease area coordinates and table 2 for plot coordinates, site affiliations, and treatment designations.

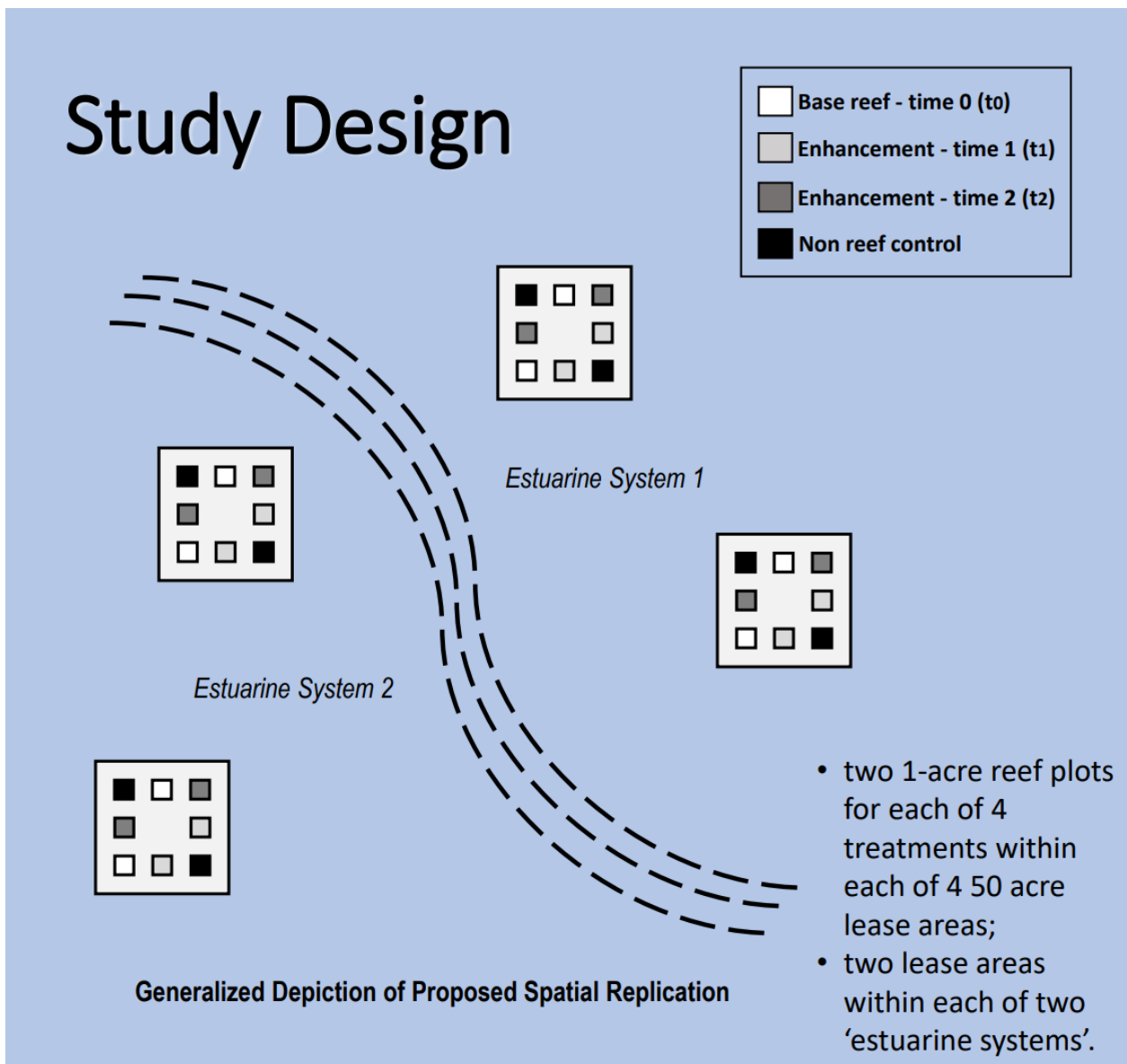
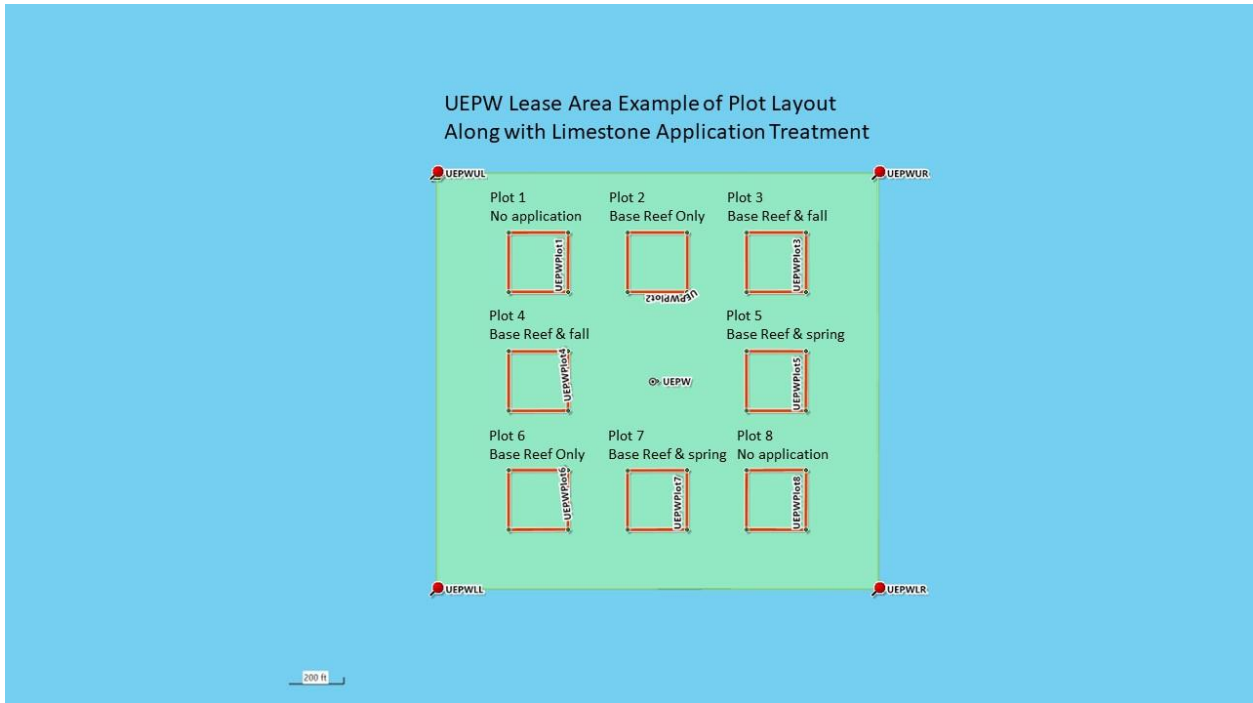


Figure 2. Example of lease area UEPW, including layout and configuration of plots as well as base and treatment applications. Relative spatial positions and plot number designations will remain the same across all four lease areas. All plots except plots 1 and 8 are slated to receive the base reef application specified in this bid.



2.4 CUSTOMER SUPPORT

The vendor should be willing to work with personnel of The University of Southern Mississippi to resolve any technical issues associated with deployment of the material within acceptable tolerances. It is preferred that the vendor can provide technical service through remote access and/or on-site technical support.

2.5 SAFETY

Prescribed and appropriate safety procedures should be followed while fulfilling the contract. Emergency stop procedures should be established.

2.6 WARRANTY

Bidder warrants that the work performed shall be free from defects in materials used, accuracy and areal tolerance of the substrate applications. Defective or inaccurate completion of the work shall be rectified to the mutual satisfaction of the and workmanship under normal use and service with obligation to repair or replace any parts, which are proven defective, within one year from delivery.

2.7 BONDS AND SURETIY

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the University of Southern Mississippi as bid security. Bidders shall also submit a current financial statement, if requested by the University. The successful bidder will be required to furnish a performance and payment bond in the amount of one hundred percent (100%) of the contract amount. Both bonds shall be signed or countersigned by a Mississippi Resident Agent.

2.8 DELIVERY

Vendor should quote the lead time required for obtaining the materials and conducting the work for the quoted contract. All required materials for the entire quoted project should be acquired as a one-time purchase. Quoted prices should be F.O.B. Destination Freight Allowed.

3.0 Points of Contact

For questions, contact Millissa Stork at: Millissa.Stork@usm.edu or (228) 818-8001

4.0 Submission Instructions to Bidders

One (1) signed original and two (2) copies of the sealed bid response. USM reserves the right to request an electronic copy of the exact bid response prior to review of the bid), subject to the conditions made a part hereof, will be received before 2:00 PM CDT on Friday, August 11, 2023, in the USM/Gulf Coast Research Lab Halstead Campus Receiving Office, as indicated in the General Terms, Conditions, and Instructions to Bidders described herein. It is the responsibility of the respondent to ensure that the proposal package arrives in the Procurement Office.

Each bid **must** be submitted in a sealed envelope bearing on the outside the name "Bid # 24-01 University of Southern Mississippi - Lease Area Oyster Reef Plot Creation," the name of the Vendor, and the opening date specified on the coversheet.

For US mail, FedEx, UPS, or other express couriers the proposal should be addressed as follows:

USM/ Gulf Coast Research Lab
Attn: Millissa Stork
703 East Beach Drive
Ocean Springs, MS 39564
Bid #24-01

Hand-carried responses should be brought to:

USM/ Gulf Coast Research Lab
Halstead Campus Receiving Office
Attn: Millissa Stork
703 East Beach Drive
Oceanography Building, Room 148
Ocean Springs, MS 39564
Bid #24-01

As an alternative to traditional sealed proposals in envelopes, the University of Southern Mississippi can receive 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 responses* that are either mailed or submitted in person. Additionally, the University will not be responsible for issues with attempted submissions of bids using the electronic method.

Please note that emailed bids will not be accepted.

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, suppliers 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.

When submitting an electronic bid, the bid must be submitted in "pdf" format and shall contain the same information and forms as required for the paper bids. Electronic bids must be secured with a bid bond. When submitting a bid electronically, the authorized signature shall be an electronic signature or handwritten in blue-ink signature. In the event that an electronically submitted bid has a corrupted attachment, the bid will be considered null and void.

Appendix A provisions are hereby expressly incorporated into any contract between USM and the awarded Contractor, and the Contractor agrees to comply with all applicable provisions of Appendix A during performance of such contract.

Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered.

The University of Southern Mississippi reserves the right to accept or reject any or all bids and to waive any formalities.

The University of Southern Mississippi reserves the right to accept or reject optional line items included in the bid response.

Vendors are responsible for examining all specifications, terms, conditions, and instructions of this request. Failure to do so will be at Vendor's risk.

To ensure all interested bidders receive any addenda that may be issued, proposers must email their intent to propose using the Intent to Bid link on the USM Bid Calendar under Bid 24-01 prior to the deadline to submit:

<https://www.usm.edu/procurement-contract-services/current-bids-and-sole-source-notices.php>

Appendix A

The parties acknowledge that any contract subsequent to this solicitation is subject to the provisions of 2 C.F.R. § 200 *et seq.*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as well as additional requirements of the U.S. Department of Commerce. Notwithstanding anything contained in this solicitation, the awarded Contractor agrees to comply with all applicable provisions of 2 C.F.R. § 200 *et seq.*, as amended. These provisions are hereby expressly incorporated into the Contract between USM and the Contractor.

Authority to Participate in this Agreement. The Contractor certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a non-governmental organization, or 4) political subdivision of the state of Mississippi with valid authority to enter into this agreement and (b) 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 (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

Equitable Remedies. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Termination for Cause or Convenience. USM, by written notice to the Contractor may terminate this Agreement for convenience or cause, in whole or in part, when the interests of USM so require. In the event of termination, the Contractor will not incur any new obligations for the terminated portion of the Contract after the Contractor has received notification of termination. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by the Contract. All work in progress shall become the property of USM and shall be turned over promptly by the Contractor.

Equal Employment Opportunity. Contractor agrees to comply with the Equal Opportunity Clause provided under 41 CFR 60-1.4(a) (Government Contracts) and 41 CFR 60-1.4(b) (Federal Assisted Construction Contracts), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Contractor further agrees to include this provision, including the Equal Opportunity Clause or a reference thereto, in any subcontracts it enters into pursuant to the Contract.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1.25 1-1 387), as amended. All parties agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All parties shall report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Suspension and Debarment. Contractor shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. Contractor represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. Subrecipient further agrees that it will notify USM immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or non-procurement programs available at <https://sam.gov/>.

Federal Restrictions on Lobbying. Contractor shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation. Contractor may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Contractor shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit A (Lobbying Certifications).

Ban on Foreign Telecommunications. Contractor acknowledges that grant funds shall not be used to purchase equipment, services or systems that uses, "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered Telecommunications" means: purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities. Video surveillance and telecommunications equipment produced by Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Travel. Contractor acknowledges that USM will reimburse the Contractor for reasonable travel expenses incurred in accordance with 2 C.P.R. 200.475, if applicable.

Access to Records. The U. S. Army Engineer Research And Development Center (ERDC), USM, the State or any duly authorized representatives shall have the right of timely and unrestricted access to any of the Contractor's books, documents, papers, and other records, including electronic records, which are maintained or produced as a result of the agreement for the purpose of making audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

Record Retention and Right to Audit. The Contractor shall maintain and retain books, documents, papers, financial records, and other records, including electronic records, which are maintained or produced as a result of the agreement. These records must be retained for a minimum of three (3) years after final payment under the agreement is made. These records shall be made available during the term of the agreement and the subsequent three-year period for examination, transcription, and audit by the ERDC, USM, the State or any duly authorized representatives. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the three (3) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

Domestic Preferences for Procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Procurement of Recovered Materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**THE UNIVERSITY OF SOUTHERN MISSISSIPPI
GULF COAST RESEARCH LABORATORY
703 EAST BEACH DRIVE
OCEAN SPRINGS, MS 39564**

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 by 2:00 P.M. of the bid opening date, it will not be considered.

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

University of Southern Mississippi
Gulf Coast Research Lab
Halstead Campus Receiving Office
703 East Beach Drive
Oceanography, Room 148
Ocean Springs, Mississippi

If you are sending your bid package via U.S. Postal Service, Federal Express, UPS, or any other delivery service deliver to:

Millissa Stork
USM/Gulf Coast Research Laboratory
703 East Beach Drive
Ocean Springs, MS 39564

- 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:

Millissa Stork
USM/Gulf Coast Research Lab
703 East Beach Drive
Ocean Springs, MS 39564
Phone: (228) 818-8001
Millissa.stork@usm.edu
- 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 #5118
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/ADA