



**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: September 19, 2023

RFP No. 24-05

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

October 19, 2023

Buyer: Deidre Edwards

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

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

These terms will apply per Mississippi law.

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

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL NET PRICE
		<p>DESCRIPTION</p> <p>RFP 24-05</p> <p>USM Thad Cochran Center Escalator</p> <p>Modernization</p> <p>RFx: 3160006184</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
Thad Cochran Center Escalator Modernization
Request for Proposals (RFP) 24-05

ISSUE DATE: September 19, 2023

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 is seeking bid responses on the modernization of the escalator in the Thad Cochran Center.

SUBMISSION INFORMATION

Sealed Proposals, subject to the conditions made a part hereof, will be opened on **October 19, 2023**, in the USM Procurement and Contract Services office, as indicated in the General Terms, Conditions, and Instructions to Bidders (**Appendix B**) for furnishing services described herein.

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

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

QUESTIONS AND/OR CLARIFICATIONS

Care has been taken to develop this Request for Proposals (RFP) accurately and present it clearly, but in the event any specification or condition appears ambiguous or in error, proposers have a duty to seek clarification of ambiguities or corrections to errors. The RFP procedures provide a 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 BID, or individually, depending on whether the answer affects only that proposer or all proposers. The deadline for inquiries shall be Monday, October 2, 2023, with an estimated date of Friday, October 6, 2023, to have responses completed. Please direct all inquiries about this RFP in writing via electronic mail as follows:

Questions of a Technical Nature

Clint Atkins
Physical Plant
clint.atkins@usm.edu
601-266-4414

Questions Related to Submission Procedures

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

All inquiries' subject lines should read "URGENT INQUIRY. USM RFP #24-05"

ADDENDUM OR SUPPLEMENT TO BID

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.

BID 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	September 19, 2023
Site Visit	September 28, 2023
Prospective Respondents Written Inquiries Deadline	October 2, 2023
Responses to Inquiries Deadline (Estimated)	October 6, 2023
Proposal Submission Deadline – 2:00 p.m. CDT	October 19, 2023

Note 1: A pre-proposal tour and/or meeting will take place on September 28, 2023. Contact Clint Atkins at clint.atkins@usm.edu or 601-266-4414 for scheduling and location. While this visit is not mandatory it is strongly encouraged to assist with proposal preparation and clarification.

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

Note 2: 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.

BID SUBMISSION

Proposals shall be submitted in sealed packages (envelopes or boxes) including three (3) hard copies and one (1) electronic copy (USB Drive). Please make sure that the BID number is clearly visible on the outside of the package.

The proposal package must be received on or before **October 19, 2023, at 2:00 PM**. It is the responsibility of the respondent to ensure that the proposal package arrives in the Procurement and Contract Services Office. The proposal package should be delivered or sent by mail to:

Procurement and Contract Services
The University of Southern Mississippi
214 Bond Hall
118 College Drive #5003
Hattiesburg, MS 39406
USM RFP # 24-05

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

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

All bids submitted in excess of \$50,000.00 by a prime or subcontractor to do any erection, building, construction, repair, maintenance, or related work, must comply with Section 31 3 21, Mississippi Code of 1972, by having a current Certificate of Responsibility from the State Board of Public Contractors. The current Certificate of Responsibility Number shall be indicated on the exterior of the sealed bid envelope before it can be opened.

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

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

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

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

BOND REQUIREMENTS

Bid Bond: A bid guarantee from each bidder equivalent to five (5) percent of the bid price as an assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the time specified.

Performance Bond: A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

Payment Bond: A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and materials in the execution of the work provided for in the contract.

INSURANCE REQUIREMENTS

Contractor, upon award, but prior to any work commencing, shall provide the Owner with certificates of insurance coverage as outlined below.

Contractor, as an independent contractor, shall provide proof of Comprehensive General Liability insurance, Workers’ Compensation insurance and Commercial Auto Liability insurance. The Contractor shall provide a Certificate of Coverage mailed to the Board of Trustees of State Institutions of Higher Learning, Office of Insurance & Risk Management, 3825 Ridgewood Road, Suite 429, Jackson, MS, 39211 and USM, Steve Ballew, 118 College Dr., #5003, Hattiesburg, MS 39406 ten (10) working days prior to start of services. The Certificate of Coverage should, at a minimum, contain the name of the carrier, effective and expiration dates of coverage, a description of the covered perils, and amount of coverage by peril, the name and mailing address of the insurance company, and the name and mailing address of the insurance agent. The Certificate of Coverage must name the Board of Trustees of State Institutions of Higher Learning and USM as an additional insured. The additional insured requirement shall be by endorsement form CG 20 37 0413, or an equivalent or broader form, or by blanket additional insured endorsement, and the general liability coverage shall be primary and noncontributory in respect to insurance maintained by USM or IHL. Further, Contractor agrees to waive any rights of subrogation against IHL or USM. The Comprehensive General Liability coverage and the Commercial Auto Liability coverage shall be a minimum amount of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate through an insurance company with a Best rating of A- or higher and a financial size Class X or higher approved by the Mississippi Department of Insurance. No material change in coverages may occur for USM or IHL without 30 days advanced notice.

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

Comprehensive General Liability:

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

Certificates of insurance, coverage described above shall be furnished by the Contractor prior to the commencement of services under this agreement and such certificates shall provide that the coverages will not be canceled or reduced in amount prior to 30 days after notice of such cancellation has been mailed to the Purchaser. Certificates shall be endorsed to include a waiver of subrogation in favor of the University of Southern Mississippi and that Contractor hereby waives all rights of recourse, including any right to which another may be subrogated, against the University of Southern Mississippi for personal injury, including death, and property damage.

QUALIFICATIONS FOR AWARD

Award of this contract will consider initial price and performance. The award, if any, shall be made to the lowest priced responsive and responsible bidder.

The bidder must be a person, firm, or corporation that:

- Has the necessary facilities, financial resources, personnel, and equipment to complete the contract in a satisfactory manner within the required time.
- Has adequate service personnel to satisfy any service problems that may arise during the warranty period.
- USM reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Bidder to perform the work.
- If, after the investigation, the evidence of competency and financial ability is not satisfactory, USM reserves the right to reject the Bid.

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.

TERM OF CONTRACT

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 A**) if any of the terms of the proposal and/or contract are violated.

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

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

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

ACCEPTANCE TIME

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

BID 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 based on the lowest cost bid from a responsive and responsible contractor capable of performing the specified work. Acceptance shall be confirmed by the issuance of a contract from the University.

Standard Contract: The awarded contractor(s) will be expected to enter into a contract that is in substantial compliance with USM's standard contract (**Appendix C**). Proposal should include

any desired changes to the standard contract. Significant changes to the standard contract may be cause for rejection of a proposal.

The awarded contractor will be responsible for collecting and paying the State of Mississippi MPC tax, if any.

TECHNICAL SPECIFICATIONS

The solution proposed should comprise design, manufacturing, supply, and installation of following units as well as highlight the key inclusions mentioned below. The provided elevator must also have the required infrastructure in place, should the University, in the future, want to add video cameras inside each elevator cab. Upon completion, the provided and installed elevator must be able to pass the inspection of the State of Mississippi Elevator Inspector’s Office.

ESCALATORS – THAD COCHRAN CENTER

SECTION 14310 - ESCALATORS

PART 1 -- GENERAL

RELATED WORK

The following sections contain requirements that relate to this section and are performed by other trades:

- 1. Section 01040 – Coordination
- 2. Section 01500 -- Construction Facilities and Temporary Controls (protection of floor openings and personnel barriers, temporary power and lighting)
- 3. Section 16100 -- Electrical (electrical service to main disconnect)

SYSTEM DESCRIPTION

Performance Requirements for escalators are defined as follows:

- Quantity: 2
- Unit Identification: G to 1 escalator number
- Speed: Ascend and descend at a nominal speed of 100 feet/minute
- Vertical Rise: Units 3 / 4 – 16 feet, Field Verify

Nominal Step Width: 32 inches (800 mm)

Power Supply: 460 VAC/3 Phase/60 Hertz

Maintenance Period: 12 months

QUALITY ASSURANCE

Manufacturer: The manufacturer shall provide new escalator equipment manufactured by a firm with a minimum of ten (10) years of experience in fabrication of escalators and modernization systems equivalent to those specified. Equipment provided for the modernization shall represent manufacturer's latest technology. **Refurbished, re-conditioned, or re-built original style components shall NOT be acceptable. Material provided or installed by a third party shall NOT be acceptable.**

- A. Installation: The manufacturer shall modernize, install, and service/maintain escalators, and shall be capable of demonstrating no less than 100 successfully completed escalator modernization installations.
- B. Welding: Installation process SHALL NOT require welding of any kind inside the existing building.
- C. Regulatory Requirements: The design and installation of the modernized escalator system shall comply with the latest version of ASME A17.1 in effect at the start of manufacturing.
- D. Permits and Inspections: The manufacturer shall provide licenses and permits and perform required inspections and tests.
- E. All stainless steel, where specified, shall be of 304 type.

REFERENCES

Referenced industry and government standards include the following:

- A. ANSI/NFPA 70, National Electrical Code
- B. ASME A17.1, Safety Code for Elevators and Escalators
- C. ASME A17.3, Safety Code for Existing Elevators and Escalators.
- D. CAN/CSA C22.1, Canadian Electrical Code
- E. CAN/CSA-B44, Safety Code for Elevators and Escalators
- F. Local Building Codes
- G. Model Building Codes

SUBMITTALS

Manufacturer shall submit the following:

- A. Product Data: manufacturer's product data for each system proposed for use, including the following: Samples, color charts, etc. can be entered here.
- B. Shop Drawings: layout drawings or product literature including the following:
 - a. Maximum loads imposed on the building structure at all support points.
 - b. Rise of existing escalator.
 - c. Dimensions of existing escalator.
 - d. Electrical characteristics and connection requirements of new equipment.
- C. Installation methodology and sequence of work in CPM format.
- D. Operation and Maintenance Manuals: 2 manufacturer's standard operation and maintenance manuals.

DELIVERY, STORAGE, AND HANDLING

- A. Should the building or the site not be prepared to receive the escalator equipment on the agreed upon date, the owner or general contractor shall be responsible for providing a suitable storage area on or off the premises.
- B. Should the storage area be off-site and the equipment not yet delivered, the escalator modernization contractor, upon notification from the owner or general contractor, shall divert the escalator equipment to the storage area at no additional cost to the escalator modernization contractor. If the escalator equipment has already been delivered to the site, the owner or general contractor shall be responsible for transporting the escalator equipment to the storage area. The escalator equipment shall be stored and removed from storage to the job site in a timely manner at no cost to the escalator modernization contractor.

WARRANTY

The escalator modernization contractor guarantees the materials and workmanship of the apparatus furnished under these specifications. The escalator modernization contractor shall make good any defects which may develop within one (1) year from the date of acceptance of each escalator not due to: ordinary wear and tear; vandalism; improper or insufficient maintenance by others; abuse, misuse, or neglect; or any other cause beyond the control of the escalator modernization contractor.

MAINTENANCE SERVICE

The escalator modernization contractor shall provide a quality maintenance service consisting of examination, adjustments, and lubrication of the escalator equipment for a period of twelve (12) months after the escalator has been turned over for customer use. This service

shall not be subcontracted but shall be performed by the escalator modernization contractor. All work shall be performed by qualified employees during regular working hours of regular working days and shall include regular time call backs.

This service shall not include adjustments, repairs, or replacement of parts due to negligence, misuse, abuse, vandalism or circumstances caused by persons other than the escalator modernization contractor. Only genuine parts and supplies as used in the manufacture and installation of the original equipment shall be used. Upon the end of the twelve months of maintenance service, the units will be turned over to the existing service agreement with the current provider.

PART 2 -- PRODUCTS

ACCEPTABLE MANUFACTURERS

Provide new escalator equipment from KONE Inc. or approved equal.

EQUIPMENT

All new escalator equipment described in this section shall be of the same design as the equipment provided by the escalator modernization contractor in new installation applications.

- A. Truss: The existing truss shall be reused and shall be painted in all accessible areas with 1 coat of low VOC paint prior to the installation of new equipment. In addition, the following work shall be performed:
1. Upper and Lower End:
 - a. Removal of track and support brackets.
 - b. Removal of access cover support plates.
 - c. Removal of selected truss cross members.
 - d. Removal of handrail support return brackets.
 2. Incline:
 - a. Removal of top and return track
 - b. Removal of handrail return brackets.
 - c. Modification to truss cross members.
 3. Cleandown of the existing truss removing all remnants of oil, grease, lint, dirt, and debris from the unit.

4. Inspection/analysis of the existing welds, rivets, and overall structure.
- B. Isolation Mounting: Existing isolation mounting shall be reused.
- C. Upper, Lower, and Incline Modules: Upper, lower, and incline modules shall be designed and fabricated for installation into the existing truss.
1. The upper-end module shall include the drive machine, track sub-assemblies, and truss interface components. The track sub-assemblies shall be welded steel plate construction. The left- and right-hand plates shall be connected by structural steel tube cross members. The following components shall be directly mounted to the upper-end module: Top and return curve track; Step guidance system; Handrail guidance system; Skirts and support brackets; Access cover and comb plate support angles; Safety devices and associated mounting brackets, including skirt switches, missing step detector, step out of level detector, and handrail speed sensors.
 - a. Drive Machine: A totally enclosed; planetary geared machine specially designed for this service shall be furnished. It shall include a drive motor and electro-magnetic brake. The machine shall be mounted in the upper-end module to truss interface brackets and integrally attached to the track sub-assembly plates and be connected by separate direct drive shafts to both the step drive sprocket and the handrail friction drive sheave. **Handrail drive chains and main drive chains shall NOT be provided.** The drive machine shall be designed to substantially match speeds of the step band and handrails. Lubrication of the gears and bearings shall be by synthetic based oil bath.
 - b. The escalator(s) shall be equipped with a motor(s) designed for escalator service. The motor shall be of TEFC design, ball bearing type, integrally and horizontally mounted to the drive machine. The motor shall be flange mounted to the main drive gear case and torsionally connected to the gearbox. Driving motor and motor switchgear shall be designed to provide a smooth start, which shall prevent undue strain on drive components. The motor shall be of sufficient size to operate the escalator at a minimum of Code-rated load, ascending without exceeding the rated horsepower.

Each escalator shall be provided with a permanent magnet ceramic brake, located on the high-speed shaft which, when activated, shall stop the escalator as required by Code, upon activation of a stop button, safety device, or loss of power.

- c. Permanent Magnet Ceramic Brake: A Permanent Magnet Ceramic brake system shall be installed. The brake shall be capable of automatically stopping the escalator quickly but gradually and shall hold the escalator stationary under full load whenever the power is interrupted. The brake shall be "fail safe" and electrically released. It shall be designed to meet ASME A17.1-2000 Code deceleration requirements without adjustment.
 - d. Upper Reversing Station: The Upper Reversing Station and drive shall include a precision-machined step chain sprocket mounted on the machine output shaft and rotating on bearings.
2. The lower end module shall include the reversing station, track sub-assemblies, and truss interface components. The track sub-assemblies shall be welded steel plate construction. The left and right hand plates shall be connected by structural steel tube cross members. The following components shall be directly mounted to the lower end module: Top and return curve track; Step guidance system; Handrail guidance system; Skirts and support brackets; Access cover and comb plate support angles; Safety devices and associated mounting brackets, including skirt switches, missing step detector, step out of level detector, and step upthrust device.
- a. Lower Reversing Station: The Lower Reversing Station shall consist of a machined floating track system designed to maintain proper tension on the step chain by use of springs. It shall be designed to maintain uniform chain tension and shall detect movement of the carriage through the activation of a safety switch.
3. Incline Modules: Modular multi-purpose stanchion assemblies shall be installed on the incline of the existing truss and shall attach to the EXISTING cross members. These incline support stanchions shall be fabricated of steel. They shall be designed to support all incline track sections and handrail guide components as part of the complete step band. These stanchions shall be pre-assembled and fixtured to set track spacing, as well as step and handrail guidance components, prior to installation into the existing truss.

D. Step Band

- 1. Step Guidance: A step guidance system shall be provided to control the movement of the steps both horizontally and vertically. Each step shall be provided with horizontal guide pads, which shall guide the steps throughout their travel, in combination with a

continuous guide profile installed in the area of the escalators open to passengers. A17.1-2000 Code Step/Skirt Performance Index requirements shall be met without the need for skirt deflector brushes.

2. Step Chain: The step band shall consist of consecutively running steps powered and spaced with a chain designed for long life and quiet operation. The step chain shall properly mesh with the main drive sprockets and lower reversing station castings. The chain shall be an engineering class roller chain, manufactured to close tolerances, from high quality material with heat-treated bushings, pins, and link plates.

a. **Lubrication-free chain: The escalators shall be designed using Lubrication-free chain. The chain shall be designed to reduce oil use and life cycle costs.**

3. Steps: The steps shall be formed from one-piece die cast aluminum with closely spaced tread and riser cleats. Step rollers shall rotate on sealed ball bearings. The step shall be connected to the chain by a pin and bushing. Vertical curved step risers shall be furnished with vertical cleats arranged to pass between the cleats of the tread on the adjacent step to form an inter-meshing unit with minimum clearances.

a. The number of level steps at each end of the escalator shall be two, wherever possible.

b. Step color shall be powder-coated BLACK

c. Step demarcation inserts shall be provided on the sides and rear of each step. Painted on demarcation shall NOT be acceptable. The inserts shall be fabricated from reinforced structural plastic, shall be easily replaced and shall be approximately 1.5 inches (38mm) wide at the sides and approximately 1.5 inches (38 mm) wide at the rear. Inserts shall be attached to the step without the use of visible fasteners. The color of the demarcation inserts shall be yellow per ASME A17.1-2000.

4. Tracks: New tracks shall be designed and fabricated to support and retain the steps and running gear at the rated load and at the highest speed specified. Tracks shall be assembled and secured together for easy removal and replacement of sections. The system shall be adjustable, with no welding of the track sections at the joints. Tracks shall be properly supported on stanchions to provide correct alignment and smooth

transition to return stations. **The rolling surface of the incline track shall be a minimum thickness of 3 mm. The transition track shall be a minimum thickness of 10mm.** The guiding surface of the wheels shall be galvanized steel profiles with smooth and even running surfaces. Joints shall be cut diagonally to the running direction. A second, continuous step guiding profile shall be provided above the step chain rollers.

E. Comb Plates and Access Covers

1. Comb Plates: Adjustable comb plates shall be located at the top and bottom landings. The comb plates shall support injection molded, reinforced structural plastic comb segments which shall be designed to be removable and to mesh with the cleats on the step treads. The skid resistant comb plates shall be designed to sense both horizontal and vertical movement of the comb segments. Comb segments shall be colored yellow.
2. Access Covers: Lightweight aluminum access covers shall be provided. The design of these skid resistant access covers shall allow for ease of maintenance. These covers shall be provided at both upper and lower landings and match the pattern of the new comb plates.

F. Decks/Balustrades/Frontplates/Skirts/Interior Trim

1. Decks: All existing escalator decking shall be removed, and new escalator decking shall be provided in a #4 Stainless Steel finish. The new decking shall be fabricated in such a way so as to interface with the existing escalator cladding/wall finishes, or any required modifications required to match the new decking shall be included in the escalator contractors' scope of work.
 - a. Newel Ends: Both the upper and lower newel end deck and handrail base shall be new. The new newel ends shall support the handrail around the newel through the use of a new multi-roller bearing system to minimize drag and maximize handrail life.
 - b. Handrail Base: New handrail base shall be provided. New plastic handrail guide channels shall also be installed.

- c. Deck Guards: Escalator units in this specification are required to have deck guards per ASME Code. The guards can either be provided by the escalator modernization contractor or the owner. The deck guards are required at the upper and lower end.
2. Glass Balustrades: Glass Balustrades shall be provided between the escalator decks and the handrails. The Balustrades shall be constructed of 1/2-inch (12 mm) tempered glass and shall be installed without mullions between the panels.
 3. Frontplates: Stainless steel Frontplates shall be provided at upper and lower ends designed to include the handrail inlet device and key actuated direction starting switch. The handrail inlet device shall be a four-piece door/gate assembly.
 - a. Control Station: At both the upper and lower landings, located near the handrail inlet, a station shall be provided which shall include a key actuated direction starting switch. The escalator will not restart automatically. It must be restarted with the key after it has shut down.
 4. Skirts: The skirts shall be constructed from a heavy gauge material reinforced with steel channels. Skirts shall be fastened to the truss modules with hidden fastenings in the incline and transition areas. Skirt panels shall be installed without overlapping joints or requiring trim pieces to cover where two skirt panels meet. The skirt panels will be finished in Black Teflon coated 11 gauge cold rolled steel.
 5. Interior Trim: Interior trim pieces shall be aluminum and designed to connect the skirts and inner panels together.
- G. Handrails: Escalator handrails shall be of the "V-Groove" type and shall be properly constructed and reinforced. Handrails shall be endless with a smoothly vulcanized splice and shall operate with the moving steps. The handrails shall move on specially formed guides and traction sheaves. These sheaves shall be an integral part of the drive machine. Close-fitting guards shall be provided by the handrail openings in the newel base. The handrail color shall be black.

H. Controls and Wiring

1. Controller: The controller shall be of the microprocessor type and shall be located INSIDE the existing escalator truss at the upper end. The controller shall monitor the condition of each safety device, brake, and motor operation, and shall cause the escalator to come to a stop upon activation of any safety device, brake problem, or

motor overload. Should a power failure occur, the controller shall automatically remove power from the motor, and brake, and bring the escalator to a controlled stop. The controller shall include phase and overload protection.

2. Wiring: A pre-assembled wiring harness shall be installed, complete with modular assemblies for the upper end, incline section, and lower end of the truss. The upper and lower end assemblies shall be constant and consistent from unit to unit. The incline assembly shall be variable by length only. Both upper and lower harnesses shall have terminal boxes for easy access and troubleshooting capabilities. In conjunction with the low voltage/low power circuitry, S.O. cord shall be installed between terminal boxes and individual safety switches.

I. Safety Devices:

1. Reversal Stop Device: Each escalator shall be provided with a reversal stop device or function that is controller sensitive to stop the escalator automatically should the escalator attempt to reverse its direction while operating in the ascending direction.
2. Broken Step Chain Device: A broken step chain device, a part of the lower reversing station assembly, shall be provided for each chain. When these devices are activated, the escalator will come to a controlled stop.
3. Step Upthrust Device: A step upthrust device shall be located on each side of the lower curve track on the lower end of each escalator. The escalator will come to a controlled stop should a step be displaced against the up thrust track.
4. Comb-Step Impact Device: A comb-step impact device shall be provided at the upper and lower comb plates. The escalator will come to a controlled stop should an impact occur between the comb segments and steps.
5. Skirt Obstruction Device: Skirt obstruction devices shall be provided, at both upper and lower ends, within the skirt panels. The escalator will come to a controlled stop should an obstruction occur between the step and skirt panel. Switches shall be of the plunger, self-resetting type, adjustable to maintain the required position and clearance from the skirts.
6. Missing Step Device: Missing step devices shall be provided. The missing step devices are designed to detect a missing step or steps at the upper and lower ends of the

escalator. When these devices are activated, the escalator will come to a controlled stop.

7. Step Demarcation Lights: Step demarcation lights shall be furnished at the top and bottom of each escalator. They shall consist of a light fixture installed just below the track system where the step leaves or enters the comb plate. This fixture shall be furnished with two independent green fluorescent lamps and shall be capable of lighting the entire width of the step. The light, which shall be visible between the steps and the step and comb segment, shall provide a reference point for entering or exiting the escalator.
8. Handrail Entry Device: A handrail entry device shall be provided at the handrail inlet in the newel. The escalator will come to a controlled stop should an object enter the handrail inlet area.
9. Handrail Speed Monitoring Device: A magnetic sensor shall be provided to sound the alarm when the handrail deviates from the step speed by 15% or more. If the deviation lasts for more than 2-6 seconds, the escalator will come to a controlled stop.
10. Emergency Stop Buttons: Emergency stop buttons shall be provided, designed so that the momentary pressure of either button shall cut off the electrical power supply to the motor and bring the escalator to rest.
 - a. One emergency stop button shall be located at each landing. Location shall be in the existing newel upper radius quadrant, 45 degrees above horizontal, in order to provide easy access. The stop button shall be red in color.
 - b. The button shall be housed under a clear, high impact resistant plastic cover, which shall be self-closing. Instructions for operating the stop button shall be imprinted on the cover in half-inch high letters. When the cover is lifted, an audible alarm shall sound until the cover is returned to its closed position.
11. Safety Signs: A pictorial sign meeting the requirements of the ASME A17.1 Code shall be provided at both the upper and lower landings. The safety signs will be provided in English. (Option French or Spanish)

12. Stop Switch in Machinery Spaces: Each escalator shall be provided with stop switches in the upper and lower pits. When these switches are activated, the escalator will come to a controlled stop.
13. Step Level Devices: Step level devices shall be provided at the upper and lower ends of the escalator to detect downward displacement of the step prior to it reaching the comb plates. When these devices are activated, the escalator will come to a controlled stop.
14. Step Guards: Escalators in this specification are required to have step guards. Step guards will be provided in the upper and lower pit. The step guard will protect a mechanic from the step band.

J. Additional Features:

1. UV-C Handrail Sanitizer: Each escalator shall be provided with a handrail sanitizer which uses ultraviolet light to gradually disinfect escalator handrails. The process is chemical free and happen automatically inside the escalator contributing towards both passenger health and safety. Visible stickers encourage safe use of escalators by holding the handrail.

- K. Pre-Assembled Escalator Modules: Escalator modules included in this specification shall be completely pre-assembled by escalator modernization contractor prior to shipment to the job site. Such modules have specific access requirements. In accordance with information provided by the escalator modernization contractor, adequate access to the location of final modernization shall be provided by the general contractor or owner.

PART 3 -- EXECUTION

PREPARATION

Acquire field dimensions and examine the condition of truss, supports, and other conditions under which this work is to be performed. Do not proceed with work until unsatisfactory conditions are corrected.

INSTALLATION

Install all escalator components except as specifically provided for elsewhere.

1. The following items must be complete PRIOR TO DELIVERY AND INSTALLATION:
 - a. Barricade Requirements
8-foot-tall OSHA approved safety barricades around all wellway openings/work areas/and storage locations.
 - b. Access Requirements
Access to the site must be available.
 - c. Protection Requirements
Provisions to protect the escalator equipment from damage throughout completion of the entire project.

2. The following items must be complete PRIOR TO FINAL ASSEMBLY:
 - a. Site & Storage Requirements
Working and storage areas clean, dry, and protected from the weather.
 - b. Power Requirements
Maintain existing permanent three phase and single-phase power for escalator assembly and testing.

DEMONSTRATION

The escalator modernization contractor shall make a final check of each escalator operation with the owner or owner's representative present prior to turning each escalator over for use. The escalator modernization contractor shall determine that control systems and operating devices are functioning in accordance with the specifications.

Appendix A

**THE UNIVERSITY OF SOUTHERN MISSISSIPPI
Thad Cochran Center Escalator Modernization
Request for Proposals (RFP) 24-05
Signature Page**

Provide information requested, affix signature, and return this page with your proposal:

NAME OF FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____

AREA CODE/NUMBER

FACSIMILE NUMBER: _____

AREA CODE/NUMBER

E-MAIL ADDRESS: _____

AUTHORIZED
SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

Appendix B

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

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS FOR BIDS/PROPOSALS

- 1.) Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- 2.) Samples of items when called for must be furnished free of expense and if not destroyed in testing, will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within ten (10) days following opening bids. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.
- 3.) Bids must be signed and sealed with bidder's name and address on the outside of the envelope, and the time and date of the bid opening and the bid file number shown in the lower-left corner of the packages; envelopes, express mailing labels, boxes, etc.
- 4.) In order for your bid to be considered, it must be received and time stamped in our office by 2:00 P.M. of the bid opening date. It is the responsibility of the vendor to ensure their bid is received within the appointed time. If your bid package is not received in Bond Hall, Room 214, by 2:00 P.M. of the bid opening date, it will not be considered.

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

The University of Southern Mississippi
Procurement Services
Bond Hall, Room 214
Hattiesburg, Mississippi

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

The University of Southern Mississippi
Procurement Services
118 College Drive #5003
Hattiesburg, MS 39406-0001

If you are express mailing your bid package via Federal Express or UPS, or any other delivery service which requires the use of a physical address, deliver to:

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

- 5.) Bids or proposals shall not be modified, corrected, altered, or amended after the specified closing time and the opening of such bids, unless otherwise noted in the request for bids or proposals.
- 6.) The University of Southern Mississippi reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidders, to accept any items on the bid. If the bidder fails to state the time within which bids must be accepted, it is understood and agreed that The University of Southern Mississippi shall have 60 days to accept. The University of Southern Mississippi reserves the right to make an award to this bid on an all or none basis, or on a line by line basis, whichever serves the best interest of The University of Southern Mississippi.
- 7.) Contracts and purchases will be made or entered into with the lowest, responsible bidder meeting specifications.
- 8.) A written purchase order or contract award mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or in part without the written consent of The University of Southern Mississippi.
- 9.) Bid files may be examined during normal working hours by bid participants. Non-participants will be prohibited from obtaining any information relative to the bid until the official award has been made.
- 10.) If purchase orders or contracts are canceled because of the awarded vendor's failure to perform or request for price increase, that vendor shall be removed from our bidders' list for a period of 24 months.
- 11.) No addendum will be issued within a period of two (2) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the two-day period prior to the bid opening, the bid date will be reset giving bidders ample time to answer the addendum.
- 12.) Alternate bids, unless specifically requested or allowed, will not be considered.
- 13.) Bid openings will be conducted open to the public. However, they will serve only to open the bids. No discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied at

the bid opening. After the close of the bid opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by bidders. Proposal openings are not required to be open to the public; however, the resulting award is open for public inspection.

- 14.) Prices quoted shall be firm for the term of the contract or for the stated time of acceptance.
- 15.) The bidder understands that The University of Southern Mississippi is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other such discrimination; and the bidder, by signing this bid, agrees during the term of agreement that the bidder will strictly adhere to this policy in its employment practices and provision of products or services.
- 16.) Bidders must upon request of The University of Southern Mississippi furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The University of Southern Mississippi reserves the right to make the final determination as to the bidder's ability.
- 17.) Questions or problems arising from bid procedures should be directed to the Buyer listed on the solicitation at:

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

- 18.) All items must equal or exceed the specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used.
- 19.) It is the intent of the specifications to obtain a product that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective bidder to review the entire Invitation to Bid packet and to notify The University of Southern Mississippi if the Specifications, Instructions, General, or Special Conditions are formulated in a manner which would unnecessarily restrict competition.
- 20.) It shall be incumbent upon the bidders to understand the specifications. Any requests for clarifications shall be in writing and shall be submitted to our Procurement Services office at least five (5) days prior to the time and date set for the bid opening, unless otherwise noted in the bid or proposal specifications.

- 21.) The minimum specifications are used to set a standard and in no case are used with the intention to discriminate against any manufacturer. Bidders should note the name and the manufacturer and model number of the product they propose to furnish and submit descriptive literature.
- 22.) Trade names, brand names, and/or manufacturer's information used in these specifications are for the purpose of establishing quality, unless otherwise noted. Bids on products of other qualified manufacturers are acceptable, provided they are demonstrated as equal to those specified in construction, design and suitability. Each bidder shall submit with his bid a complete brochure with pictures on each item and shall point out specifically any deviations from the specified items. Failure to do so may disqualify any bid. Please bid as specified or an approved equal.
- 23.) A copy of the manufacturer's standard guarantee/warranty shall accompany and become a part of this bid.
- 24.) There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government contract price without any liability as The University of Southern Mississippi is exempt from the provisions of the Robinson-Patman Act and other related laws. In addition, the U.S. Government has no provisions in any of its purchasing arrangements with bidders whereby a lower price to The University of Southern Mississippi must automatically be given to the U.S. Government.
- 25.) All invoices, unless noted otherwise, are to be billed to:
- The University of Southern Mississippi
Accounts Payable
118 College Drive #5104
Hattiesburg, MS 39406-0001
- 26.) All equipment bid shall be of current production and of the latest design and construction.
- 27.) Where all, or part(s), of the bid is requested on a unit price basis, both the unit prices and the extension of the unit prices constitute a basis of determining the lowest responsible and responsive bidder. In cases of error in the extension of price, the unit price will govern.
- 28.) All bidders/respondents are on notice that USM is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-6-1, *et seq.* If a public records request is made for any information provided to the USM pursuant to this solicitation, USM shall promptly notify the Disclosing Party of such

request. The Disclosing Party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by court order or required by law. For clarity, documents are not considered public record unless and until an award is made from such solicitation.

- 29.) Should the University of Southern Mississippi close due to inclement weather conditions, or any other unforeseen events on the bid opening date, sealed bids will open the following business day at the same time and location.
- 30.) As an alternative to traditional sealed bids in envelopes, the University of Southern Mississippi is capable of receiving electronic bid responses. While this option is available, it is not required and we ask that all potential respondents keep in mind that with any electronic system there could be delays or glitches with the submission process; therefore the University highly encourages traditional sealed bids which are either mailed or submitted in person. Should a vendor choose to submit their response electronically, please follow the instructions below using the following website: https://www.ms.gov/dfa/contract_bid_search/Home/Sell. On this site you will find helpful links to procurement opportunities, as well as a link to supplier registration. If not already registered in this system, potential bidders will first need to click on 'Supplier Registration' and follow the steps outlined (a one-time process). Once registered, they can return to the original website and click on 'Procurement Opportunities' where they can either search by keyword for the bid they desire to respond to or leave the search box blank and click 'Search' for a listing of all current bids and proposals for the various State of Mississippi offices. Instructions in how to respond to an RFX in M.A.G.I.C. the following link is provided:

<http://uperform.magic.ms.gov/gm/folder-1.11.9125?mode=EU&primaryCSH=RFX%2Cresponses>

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

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

With regard to electronically submitted 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 C

SAMPLE CONTRACT FOR THE UNIVERSITY OF SOUTHERN MISSISSIPPI TO OBTAIN SERVICES

PART A

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

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

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

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

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

Therefore, the parties hereby agree as follows:

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

B. Contractor shall:

Provide the following services:

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

b. _____

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

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

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

For Contractor:	For USM:
_____	_____
_____	_____
_____	P.O. Box _____
_____	Hattiesburg, MS 39406

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

(Insert contractor name _____)

BY: _____ / _____
Date

UNIVERSITY OF SOUTHERN MISSISSIPPI

BY: _____ / _____
Date

CONTRACT FOR THE UNIVERSITY OF SOUTHERN MISSISSIPPI

[*Title of Service*]

PART B

UNIVERSITY OF SOUTHERN MISSISSIPPI
STANDARD TERMS AND CONDITIONS

A. Payment

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

B. Availability of Funds

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

C. Representation Regarding Contingent Fees and Gratuities

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

D. Equal Employment Opportunity

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

E. Assignment Prohibition

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

F. Authority to Contract

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and is in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provisions of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

G. Failure to Enforce

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

H. Contractor-Independent Contractor

Contractor shall at all times be regarded as and shall be legally considered an independent contractor and neither Contractor nor its employees shall, under any circumstances, be considered servants, agents or employees of USM, and USM shall at no time be legally

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

I. Indemnification and Insurance

Contractor and its officers shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, USM, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities, from and against all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses and attorney's fees, arising out of or caused by Contractor and its' partners, principals, officers, agents, employees or representatives related to actions or inactions of Contractor, its partners, principals, officers, agents, employees and representatives. In USM's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc., but in such event, Contractor shall use legal counsel acceptable to USM. Contractor shall be solely responsible for all costs and/or expenses associated with such defense and USM shall be entitled to participate in said defense.

Contractor shall not settle any claim, suits, etc., without USM's written concurrence, which concurrence USM shall not unreasonably withhold.

Contractor, at its expense, agrees to procure and maintain during the term a policy of comprehensive general liability insurance in an amount of not less than five million dollars (\$5,000,000), single limit, against claims for bodily injury, death and not less than five million dollars (\$5,000,000) for property damage occurring in connection with this agreement. This insurance must name the Board of Trustees of the State Institutions of Higher Learning of Mississippi and USM as additional insureds as to acts or omissions of Contractor and its officers, employees, and agents. The additional insured requirement shall be by endorsement form CG 20 37 0413, or an equivalent or broader form, or by blanket additional insured endorsement, and the general liability coverage shall be primary and noncontributory in respect to insurance maintained by USM or IHL. Further, Contractor agrees to waive any rights of subrogation against IHL or USM. No material change in coverages may occur for USM or IHL without 30 days advanced notice. Contractor must provide USM with a certificate evidencing this insurance coverage no later than the 10 days prior to the effective date of this Agreement, and before any on-site work commences.

J. Attorney's Fees and Expenses

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

K. Patents and Copyrights

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

L. Disputes

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

M. Modifications to Agreement

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

N. Ownership of Documents and Work Papers

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

O. Severability

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

P. Termination for Convenience

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

Q. Termination for Cause

Either party may terminate this agreement immediately upon issuance of written notice if the other party fails to perform the obligations to the other party under this agreement. The party

issuing such a termination notice may allow 30 days within which the other party may attempt to cure the failure to fulfill its obligations, but such 30 day cure time is not required.

R. Inspection of Books and Records

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

S. Applicable Law

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

T. Venue

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

U. E-Verify

Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, *et seq* of the Mississippi Code Annotated, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to

one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of License or Permit.

V. Force Majeure

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

Contractor's Initials _____

USM initials _____

CONTRACT FOR THE UNIVERSITY OF SOUTHERN MISSISSIPPI
TO OBTAIN SERVICES

PART C

Exceptions to University of Southern Mississippi Standard Terms and Conditions

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

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

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

(Insert contractor name _____)

BY: _____ / _____
Date

UNIVERSITY OF SOUTHERN MISSISSIPPI

BY: _____ / _____
Director of Procurement & Contracts Date