



**THIS IS NOT  
AN ORDER**

**REQUEST FOR BIDS COVERSHEET**  
**THE UNIVERSITY OF SOUTHERN MISSISSIPPI**  
**Procurement and Contract Services**  
**118 College Drive #5003, Hattiesburg, Mississippi 39406-0001**

**Date:** January 19, 2024

**Name:** \_\_\_\_\_

**RFP No. 24-24**

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

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

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.

February 15, 2024

**Buyer:** Deidre Edwards

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		UNIT PRICE	TOTAL NET PRICE
		<b>USM RFP 24-24</b> <b>SOLID WASTE COLLECTION AND DISPOSAL SERVICES</b> <b>RFx: 3160006380</b>		
		PROPOSAL MUST BE RETURNED TO THE UNIVERSITY IN ACCORDANCE WITH THE SPECIFICATIONS. BID NUMBER AND DATE OF BID OPENING MUST BE SHOWN ON THE OUTSIDE OF THE ENVELOPE IF USING THAT METHOD.		

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.

**THE UNIVERSITY OF SOUTHERN MISSISSIPPI  
REQUEST FOR PROPOSALS (RFP) 24-24  
SOLID WASTE COLLECTION AND DISPOSAL SERVICES**

**ISSUE DATE:** January 19, 2024

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

**INTRODUCTION**

The University of Southern Mississippi (USM), located in Hattiesburg Mississippi, requests proposals for Solid Waste Collection and Disposal Services.

**GENERAL COMMENTS**

This document and all appendices are considered part of the required specifications for The University of Southern Mississippi Request for Proposal for Solid Waste Collection & Disposal Services.

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

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

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

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

The University of Southern Mississippi accepts no responsibility for any expense incurred by the contractor in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the contractor.

**SUBMISSION INFORMATION**

One (1) signed original, three (3) copies and one (1) electronic copy (USB drive, etc.) of the sealed proposal, subject to the conditions made a part hereof, must be received by **2:00 PM CDT on Thursday, February 15, 2024** in the USM Procurement and Contract Services office, as indicated in the General Terms, Conditions, and Instructions to Bidders (**Appendix E**) for furnishing services described herein. It is the responsibility of the respondent to ensure that the proposal package arrives in the Procurement and Contract Services Office.

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

The University of Southern Mississippi  
Procurement Services  
Bond Hall, Room 214  
Hattiesburg, Mississippi  
REQUEST FOR PROPOSAL # 24-24

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

The University of Southern Mississippi  
Procurement Services  
118 College Drive #5003  
Hattiesburg, MS 39406-0001  
REQUEST FOR PROPOSAL # 24-24

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

The University of Southern Mississippi  
Receiving Department  
2609 West 4th Street  
Hattiesburg, MS 39401  
REQUEST FOR PROPOSAL # 24-24

Instructions for electronic proposals can be found in **Appendix E** paragraph 30; however, email and/or faxed proposals **will not** be accepted.

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

The University of Southern Mississippi will receive proposals from firms having specific experience and qualifications in the area identified in the solicitation. For consideration, proposals for the projects must contain evidence of the firm's responsibility, experience, and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by The University of Southern Mississippi may be included elsewhere in the solicitation.

Proposals shall be submitted on the **Proposal for Unit Pricing (Appendix B)** sheet furnished with the specifications and must be accompanied by an acceptable Bid Guaranty in an amount equal to at least five percent (5%) of the base bid, either with a Cashier's Check drawn on a Mississippi bank, or a Bid Bond, executed by a surety company duly authorized and qualified to make such bonds in the State of Mississippi, payable to the University of Southern Mississippi; such security to be forfeited as liquidated damages, not as a penalty, by any bidder who may be awarded the contract but who fails to carry out the terms of the proposal or execute the contract within the

time specified. All bid guaranties will be returned when the contract of the successful bidder has been properly executed and approved.

Proposals cannot be modified on the exterior of the sealed envelope.

In order to ensure all interested proposers receive any addenda that may be issued, proposers should submit their Intent to Bid through the following website:

[https://usmforms.formstack.com/forms/intent\\_to\\_bid\\_contact\\_bidsusmedu](https://usmforms.formstack.com/forms/intent_to_bid_contact_bidsusmedu)

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

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

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

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

#### **QUESTIONS AND/OR CLARIFICATIONS**

Care has been taken to develop this Request for Proposals (RFP) accurately and present it clearly, but in the event any specification or condition appears ambiguous or in error, proposers have a duty to seek clarification of ambiguities or corrections to errors. The RFP procedures provide a time frame for questions and answers. It is important to remember that if a respondent or interested party protests, but had opportunities to seek clarification and failed to do so, then its interpretation will not be considered reasonable and the specification will not be considered ambiguous. Prospective respondents should make written inquiries concerning this RFP to obtain clarification of any requirements as desired. Responses to these inquiries may be by addendum to the Request for Proposal (RFP), or individually, depending on whether the answer affects only that proposer or all proposers. The deadline for inquiries shall be Monday, February 5, 2024. Please direct all inquiries about this RFP in writing via electronic mail as follows:

##### Questions of a Technical Nature

David Bounds  
USM Physical Plant  
david.bounds@usm.edu  
601-266-6253

##### Questions Related to Submission

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

**All inquiries' subject line should read "URGENT INQUIRY. USM RFP #24-24"**

## **RFP TIMELINE**

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

RFP Posted	January 19, 2024
Site Visit	January 31, 2024
Prospective Respondents Written Inquiries Deadline	February 5, 2024
Responses to Inquiries Deadline (Estimated)	February 9, 2024
Proposal Submission Deadline – 2:00 p.m. CDT	February 15, 2024
Contract Effective Date	July 1, 2024

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

**IMPORTANT NOTE:** The terms “University,” “USM,” “University of Southern Mississippi,” and “Owner” shall refer to the receiver, or buyer, of the services. The terms “Proposer,” “Bidder,” “Respondent,” and “Contractor,” shall refer to the provider, or seller, of the services.

## **SITE VISIT**

Vendors interested in submitting a proposal for Solid Waste Collection and Disposal Services at USM are encouraged to participate in a site visit and walk-thru of the facilities prior to submitting a proposal to ensure you are familiar with all requirements/constraints in successfully providing the services described in this RFP. One date and time has been scheduled for the site visit/walk-thru, therefore all vendors interested in this opportunity to participate in this walk-thru must attend at that time and date. No additional site visits/walk-thru will be conducted. The date and time for the site visit/walk-thru will 8:00 AM CDT on January 31, 2024. All interested vendors should meet at the USM Physical Plant Main Building a few minutes prior to that time. There will be a brief discussion and question and answer session, followed by the walk-thru of the facilities. The on-site representative(s) attending the site visit/walk-thru should be from the local franchise if part of a major corporation. If any additional requirements regarding the scope of work required within this RFP arise from the site visit an addendum will be issued.

## **TERM OF CONTRACT/TERMS OF AGREEMENT**

It is USM’s intention to enter into a three (3) year contract beginning approximately July 1, 2024 and ending June 20, 2027. However, upon mutual agreement of both parties in writing it may be renewed for up to two (2) additional 12 month periods, but not to exceed a contract totaling more than five (5) years.

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

USM reserves the right to terminate this agreement with thirty (30) days' notice, by the Director of Procurement and Contract Services via certified mail to the address listed on the signature page of this RFP (**Appendix D**) if any of the terms of the proposal and/or contract are violated. In such case, the Contractor shall be entitled to receive as full compensation for all services performed hereunder payment for all work performed prior to the date of termination. Payment of such compensation is the sole and exclusive remedy of the Contractor for termination of this Agreement by USM hereunder and the Contractor shall not be entitled to, and would thereby waive, claims for lost profits and all other damages and expenses.

In the event the contractor fails to carry out and comply with any of the conditions and agreements to be performed under the specifications, USM will give the contractor thirty (30) days' written notice to comply. In the event the necessary corrective action has not been completed within 30 days, the contractor must submit, in writing, why such corrective action has not been performed. The University reserves the right to determine whether or not such non-compliance may be construed as a failure of performance of the contractor.

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

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

## **PAYMENT**

Payment for services rendered will be made monthly. After approval the invoice will be forwarded for payment. As a state agency of Mississippi, USM is allowed a maximum of 45 days to make payment without penalties and/or interest.

USM's preferred method of payment for such contracts will be via Purchasing Card or via PAVA, which is an online payment process through Visa.

## **PRICE ESCALATIONS**

### **Price Increase**

The term of this agreement is for three (3) years with the option to renew for up to two (2) additional 12 month terms. If an additional term is agreed upon, inflationary adjustments for cost increases may not exceed four (4) percent per year. Inflationary increases above four (4) percent will not be considered. Contractor must provide thirty (30) days advance notification to Owner of pending price adjustment.

### **Landfill Disposal Fee**

In the event of a regional landfill disposal fee increase, the University will consider price escalations for landfill disposal only. Vendor shall notify within five (5) days of landfill disposal fee

increase and provide documentation as proof of such increase to invoice landfill disposal fee increases at cost (no mark-up allowed).

#### **ACCEPTANCE TIME**

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

#### **RFP CANCELLATION**

This RFP in no manner obligates USM to the eventual purchase of any services described, implied or which may be proposed until confirmed by a written contract. Progress towards this end is solely at the discretion of USM and may be terminated without penalty or obligations at any time prior to the signing of a contract. USM reserves the right to cancel this RFP at any time, for any reason, and to reject any or all proposals or any parts thereof.

#### **INDEPENDENT CONTRACTOR CLAUSE**

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

#### **OTHER CONTRACT REQUIREMENTS**

**Award Terms:** This contract shall be awarded at the discretion of the University based on the lowest and best offer that is in the best interest of the University, where the capabilities and overall reputation of the Supplier, as well as the cost, are major factors. Acceptance shall be confirmed by the issuance of a contract from the University.

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

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

- Request for Proposals (RFP) is issued to prospective suppliers.
- A deadline for written questions is set.
- Proposals will be received.
- Unsigned proposals will not be considered.
- All proposals must be received by USM no later than the date and time specified on the cover sheet of this RFP.
- At that date and time, the package containing the proposals from each responding firm will be opened publicly and the name of each respondent will be announced.

- Proposal evaluation: The University will review each proposal.
- At USM's option, the evaluation committee may request oral presentations or discussions for the purpose of clarification or to amplify the materials presented in the proposal.
- Respondents are cautioned that this is a request for proposals, not a request to contract, and USM reserves the unqualified right to reject any and all proposals when such rejection is deemed to be in the best interest of the University.
- The proposals will be evaluated according to the criteria set forth in this RFP.

#### **ADDENDUM OR SUPPLEMENT TO RFP**

In the event it becomes necessary to revise any part of this RFP, an addendum to this RFP will be provided to each respondent who received the original RFP. Respondents shall not rely on any other interpretations, changes, or corrections.

Contractors shall acknowledge receipt of these addendums by identifying the addendum number and date in their response packet.

#### **SCOPE**

Proposals will be received from firms having specific experience and qualifications in solid waste collection/disposal as identified in this proposal. A qualified contractor must have been in the solid waste collection/disposal business for a minimum time of five (5) years. All responders shall list herein those present and past contracts which may be used as a reference of their ability to perform in a professional and satisfactory manner. At least three (3) references must be listed. The University of Southern Mississippi shall contact these references to verify satisfactory performance. By submitting a proposal, the proposing organization certifies that they are authorized to conduct such business in the State of Mississippi and are in good standing with Mississippi's Secretary of State. A copy of any permits and/or licenses required for certification shall be included with the proposal.

Solid Waste Collection/Disposal operations shall be conducted in compliance with all applicable laws, rules, regulations, and restrictions imposed by the State of Mississippi.

The contractor will take title to the solid waste when it is loaded into the contractor's truck. Title to solid waste collected hereunder will pass to the disposal facility or, as appropriate, other state approved disposal facility when such solid waste is delivered to the selected disposal site or state approved disposal facility. Title to and liability for any hazardous waste or unacceptable waste will always remain with the generator generating the unacceptable waste.

The contractor shall furnish containers and a dump schedule. Containers are to be standard 8 yards and 6 yards with sliding side doors (slants, if available, to be provided upon request), or 4 yards and 2 yards flaps/hoods (4 cubic yards and 2 cubic yards). Additionally, the Contractor shall furnish large roll-off units (20, 30, 40 cubic yards) to contain rubbish and construction waste. After dumping, each container shall be sprayed with deodorizer of sufficient strength to control container odors.



Containers, receptacles, dumpsters, etc. shall be maintained in an aesthetically presentable manner at all times. Unsatisfactory equipment shall be reported to the offeror by The University of Southern Mississippi as necessary. Successful contractor shall have the opportunity to clean/refurnish/replace unsatisfactory equipment to the satisfaction of the University. Contractor shall replace equipment deemed to be disreputable by The University of Southern Mississippi at no additional costs.

Any equipment not rendered satisfactory as of the second billing after the request for corrective action shall not be invoiced until satisfactory equipment is supplied. The owner shall have the right to reduce billing by the appropriate unit pricing pending such remedial action.

The successful offeror shall maintain an office through which it can be contacted with a qualified person in charge, for the performance of this contract.

The contractor shall provide 75 ea. cardboard waste event boxes for all home season football games, at no extra cost to the University, for the life of the contract. Should the University need more than the provided 75 ea. cardboard waste event boxes, they will have the ability to purchase them at the unit cost stated on the Proposal for Unit Pricing Form (**Appendix B**), for the life of the contract.

#### **Working Hours/Access to Campus**

All work shall be conducted between the hours of 7:00 a.m. and 7:00 p.m.

No work shall be conducted outside of these hours without the express written approval of The University of Southern Mississippi.

Access to dumpsters around residential facilities must be pre-arranged.

#### **Disaster Plan**

Offeror shall notify The University of Southern Mississippi promptly of any delay in performance on specified services. As a component of the proposal submission, offeror shall submit a disaster recovery plan to ensure service during periods of natural disaster, wars, strikes, etc, for the review and consideration of The University of Southern Mississippi. Minimal acceptable information shall include alternate vendor name, address, contact, normal and 24 hour phone numbers, any available references for previous disaster plan performance, and a signed acknowledgment of their acceptance of responsibilities and terms in the event of a disaster. Final award will be subject to the submission of an acceptable plan to The University of Southern Mississippi and failure to submit such in a timely fashion as determined by USM can be cause for rejection.

#### **Insurance**

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

1. Workers Compensation: Limits as required by State of Mississippi law

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

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

Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration

Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."

**SUBMISSION OF PROPOSALS - CONTENTS**

The information requested below is required for full consideration. Thorough, concise, and clear responses will allow for accurate evaluation of the company's abilities to provide the requested services at the level and in the manner expected. Written Proposal shall contain the following minimum information:

- Name of contractor; location of contractor's principal place of performance of the proposed contract
- Age and size of contractor's business
- Résumé listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services

- A listing of three contracts under which services similar in scope, size, or discipline were performed or undertaken. On a proposal form, list three (3) projects to include the names and addresses of the projects, the scope of the project, and the names and telephone number of the clients for reference purposes. All information on the proposal form must be completed. Incomplete or unsigned proposal forms will be rejected.
- A plan giving as much detail as is practical explaining how the services will be performed
- A dump schedule for each location which includes frequency per week. Locations are included on Appendix A
- Management Summary – Provide a cover letter indicating the underlying philosophy of the firm in providing the service.
- Proposal for Unit Pricing Form – Appendix B
- Statement of Qualification Form – Appendix C
- Disaster Plan
- Sample Invoice

## **EVALUATION OF PROPOSALS**

USM reserves the right to conduct discussions with any or all respondents, or to make an award of a contract without such discussions based only on evaluation of the written proposals. USM reserves the right to contact and interview anyone connected with any past or present projects with which the respondent has been associated. USM likewise reserves the right to designate a review committee to evaluate the proposals according to the criteria set forth under this section. USM may make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

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

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

- |                            |     |
|----------------------------|-----|
| • Price                    | 50% |
| • Experience               | 10% |
| • Financial Resources      | 10% |
| • Completeness of Response | 10% |
| • Quality of Plan          | 10% |
| • Disaster Plan            | 10% |

## **TWO-PHASE, BEST AND FINAL OFFER**

If the initial proposals do not provide USM with a clear and convincing solution, or if USM feels it is appropriate to offer the potential providers an opportunity to submit revised proposals, USM reserves the right to conduct discussions with those offers that are classified by USM as a) Acceptable, or 2) Potentially acceptable, i.e., determined to be reasonably susceptible of being acceptable. Discussions are to only be used to 1) Promote understanding of the State's requirements and the proposer's proposals, and (2) Facilitate arriving at a contract that will be most advantageous to the State taking into consideration price and the other evaluation factors set forth in the RFP. This may be accomplished by the use of a request for Best and Final Offers

(BAFO). In doing so, USM may choose a specific business model, and acceptable and potentially acceptable providers may be asked to submit revised proposals based upon that specific model.

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

**IMPORTANT NOTE:** The BAFO process is used only at the University's discretion, therefore all parties are advised to propose their most favorable terms initially.

## APPENDIX A

### THE UNIVERSITY OF SOUTHERN MISSISSIPPI Request for Proposal (RFP) # 24-24 Solid Waste Collection and Disposal Services

#### Dumpster Locations and Pickup Frequency Expectations

QTY	Location	Container size (yards)	Frequency of pick-up (times per week)	Additional notes
1	<b>Trent Lott</b> (SE corner)	6	3	
2	<b>McCarty Hall</b> (behind lift station)	8	5	Add 1 extra can during football
1	<b>Stores</b>	8	1	
1	<b>Bond Hall</b> (NW corner)	8	1	
2	<b>Baseball</b> (Parking Lot)	8	1	3X week during baseball season
1	<b>Payne Center</b> (west loading dock)	8	2	
1	<b>Powerhouse Restaurant</b> (back of building)	8	5	
2	<b>Johnson Science Tower</b>	8	1	
2	<b>USM Library</b>	8	2	
1	<b>Polymer Science</b>	8	5	
2	<b>Asbury Hall</b> (nursing building)	8	1	
1	<b>Walker Science Building</b> (west roll up door)	8	3	
1	<b>International Building</b> (parking lot roll up door)	8	3	
1	<b>International Building</b> (by bike rack)	8	3	
1	<b>Childcare</b> (Behind playground on Frat row)	4	2	
1	<b>Speech and Hearing</b>	8	2	
1	<b>Accelerator</b>	4	1	
1	<b>Track</b>	8	on call	
1	<b>Motor pool</b> (Mechanic shop)	8	1	
1	<b>Motor pool</b> (behind grounds)	8	1	
1	<b>Physical Plant Paint</b>	2	On call	

1	<b>Residence Life</b>	8	1	
4	<b>Physical Plant</b> (gravel lot)	8	5	
1	<b>Green Hall Parking</b>	8	2	
1	<b>USM Golf Cart Building</b>	4	1	
1	<b>Innovation Park</b>	8	3	
1	<b>Cedarbrook</b>	8	2	
1	<b>Century Park North</b> (west of Mech Building)	30	1X even week	New 30-yard compactor to be placed at CPN
1	<b>Hillcrest</b> (loading dock)	8	5	
1	<b>Hillcrest</b> (NW corner)	8	5	10 months full service 2 months no service
1	<b>Kappa Sig</b>	8	2	10 months full service 2 months no service
1	<b>Pike House</b>	8	2	10 months full service 2 months no service
1	<b>SAE Frat house</b>	8	3	10 months full service 2 months no service
1	<b>Delta Tau Delta</b>	8	2	10 months full service 2 months no service
1	<b>Sigma Nu</b>	8	2	10 months full service 2 months no service
4	<b>Village</b>	6	2	10 months full service 2 months no service
1	<b>Village</b>	8	2	
1	<b>Wilber</b>	8	1	
1	<b>Theater and Dance</b>	20YD	On call	
1	<b>3D Arts</b>	20YD	On call	
1	<b>Hillcrest gravel parking lot</b>	30YD	On call	
1	<b>Kappa Sig</b>	30YD	On call	

#### Compactor Locations:

QTY	Location	Container size (yards)	Frequency of pick-up (times per week)
1	<b>Thad Cochran</b>	30	1X
1	<b>Century Park North</b>	30	(NEW) 1X even week
1	<b>Century Park South</b>	30	1X even week
1	<b>Union</b>	8	3X

#### Football Games:

1	<b>Hillcrest</b>	30YD	On call
1	<b>McCarty</b>	30YD	On call
1	<b>McLemore</b>	30YD	On call
2	<b>Physical Plant</b>	30YD	On call
1	<b>Wilber Hall</b>	30YD	On call

**Move In & Out:**

<b>QTY</b>	<b>Location</b>	<b>Container size</b>	<b>Frequency of pickup</b>
3	Century Park North	30YD	On Call
3	Century Park South	30YD	On Call
3	Frat Row	30YD	On Call
1	Bond	20YD	On Call
1	Chiller Plant	20YD	On Call
1	Hillcrest	30YD	On Call
1	McCarty	30YD	On Call
1	Wilber	40YD	On Call
1	Village	30YD	On Call

The above locations will be addressed with the awardee as to the appropriate billing area/department responsible for each location. Proposers should include with their response a sample invoice or redacted invoice showing their capabilities for billing of multiple locations.

## APPENDIX B

### THE UNIVERSITY OF SOUTHERN MISSISSIPPI Request for Proposal (RFP) # 24-24 Solid Waste Collection and Disposal Services

#### Proposal for Unit Pricing

##### Frontload Dumpster (Price per container per month for garbage collection)

Size	1 x per week	2 x per	3 x per	4 x per	5 x per	Extra Pick
2 yard	\$	\$	\$	\$	\$	\$
4 yard	\$	\$	\$	\$	\$	\$
6 yard (sliding door or	\$	\$	\$	\$	\$	\$
8 yard (Sliding door or	\$	\$	\$	\$	\$	\$

##### Roll Off-Perm (Price for permanent roll off)

Size	Haul Rate	Delivery	Rental	Cost per	Cost per
20 yard	\$	\$	\$	\$	\$
30 yard	\$	\$	\$	\$	\$
40 yard	\$	\$	\$	\$	\$

##### Roll Off-Temp (Price for temporary roll off)

Size	Haul Rate	Delivery	Rental	Cost per	Cost per
20 yard	\$	\$	\$	\$	\$
30 yard	\$	\$	\$	\$	\$
40 yard	\$	\$	\$	\$	\$

##### Compactor (Price per compactor per month)

Size	Monthly Rate	Haul Rate	Disposal
8 YD VERTI Compacting	\$	\$	\$
30 yard	\$	\$	\$

#### Cardboard Waste Event Boxes

If the University needs more than the provided 75 ea. cardboard waste event boxes, additional items may be purchased at a unit cost of \$ \_\_\_\_\_ ea., for the life of the contract.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

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



**APPENDIX C**

**THE UNIVERSITY OF SOUTHERN MISSISSIPPI  
Request for Proposal (RFP) # 24-24  
Solid Waste Collection and Disposal Services**

**Statement of Qualification Form**

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Parent Corporation:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**MS Income Tax I.D. Number:** \_\_\_\_\_

**MS Use Tax Number:** \_\_\_\_\_

**Style of Business:** \_\_\_\_\_  
(Corporation, Limited Partnership, Limited Liability Co., Etc.)

**If partnership, name of partners:**

_____	_____
_____	_____
_____	_____

**If Corporation:**

**Date of Incorporation:** \_\_\_\_\_ **Domicile:** \_\_\_\_\_

**Is corporation qualified to do business in Mississippi in accordance with State laws?** \_\_\_\_\_

**President:** \_\_\_\_\_

**Vice Pres:** \_\_\_\_\_

**Secretary:** \_\_\_\_\_

**Treasurer:** \_\_\_\_\_

**Name of persons authorized to bind the Corporation by his/her signature:**

**Name/Title:** \_\_\_\_\_

**Name/Title:** \_\_\_\_\_

**Name/Title:** \_\_\_\_\_

How many years has this company/parent corporation been in the solid waste collection business? \_\_\_\_\_

Name other states in which company is qualified to do business:

List Contracts (current or recently completed) held by your company which are similar to Solid waste disposal needs.

<u>Term</u>	<u>Type</u>	<u>Description</u>	<u>Annual Amount</u>	<u>Location</u>
-------------	-------------	--------------------	----------------------	-----------------


What is the level of solid waste experience of key personnel to be involved as assigned to this contract?

<u>Name</u>	<u>Position</u>	<u>Years/Experience</u>	<u>Other</u>
-------------	-----------------	-------------------------	--------------


Should contractor's collection equipment malfunction, what is the longest time waste will remain on site uncollected? \_\_\_\_\_

What credits does the contractor propose to issue if waste is not collected on scheduled day of pick-up? Specify: \_\_\_\_\_


**APPENDIX D**

**THE UNIVERSITY OF SOUTHERN MISSISSIPPI  
Request for Proposal (RFP) # 24-24  
Solid Waste Collection and Disposal Services**

**Signature Page**

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

NAME OF FIRM: \_\_\_\_\_

COMPLETE ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

AREA CODE/NUMBER

FACSIMILE NUMBER: \_\_\_\_\_

AREA CODE/NUMBER

E-MAIL ADDRESS: \_\_\_\_\_

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **APPENDIX E**

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

### **GENERAL TERMS, CONDITIONS AND INSTRUCTIONS FOR BIDS/PROPOSALS**

- 1) Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- 2) Samples of items when called for must be furnished free of expense and if not destroyed in testing, will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within ten (10) days following opening bids. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.
- 3) As a public entity of the state, we use sealed bidding to ensure "fair and open competition" to ensure no one in the buying organization can influence the bidding process or steer the selection of a particular company by sharing competitive bid information during the solicitation process. Generally, all bids must remain sealed until they are opened publicly at the time stated in the notice—advance disclosure of the terms of a bid may be cause for rejection of said bid. Bidders should never send advanced copies of a sealed bid via email or screenshots of electronic bids. Bidders must submit sealed bids to be opened at the time and place stated in the solicitation for the public opening of bids and must not be revealed to the buyer before that time. Bids must be signed and sealed with bidder's name and address on the outside of the envelope, and the date and time of the bid opening and the bid file number shown in the lower-left corner of the packages, envelopes, express mailing labels, boxes, etc.
- 4) In order for your bid to be considered, it must be received and time stamped in our office by 2:00 P.M. of the bid opening date. It is the responsibility of the vendor to ensure their bid is received within the appointed time. If your bid package is not received in Bond Hall, Room 214, by 2:00 P.M. of the bid opening date, it will not be considered.

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

The University of Southern Mississippi

Procurement Dept. (Bid)  
Bond Hall, Room 214  
Hattiesburg, Mississippi

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

The University of Southern Mississippi  
Procurement Dept. (Bid)  
118 College Drive #5003  
Hattiesburg, MS 39406-0001

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

The University of Southern Mississippi  
Procurement Dept. (Bid)  
2609 West 4<sup>th</sup> 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](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://upperform.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](mailto:mash@dfa.ms.gov).

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

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

**AA/EOE/ADA**

## **APPENDIX F**

### **SAMPLE CONTRACT FOR THE UNIVERSITY OF SOUTHERN MISSISSIPPI TO OBTAIN SERVICES**

This Agreement, made and entered into [*insert date*] (“Agreement Date”), is between \_\_\_\_\_, (“Contractor”), a corporation organized and existing under the laws of the State of \_\_\_\_\_ with its corporate address being \_\_\_\_\_, and the University of Southern Mississippi, a governmental entity of the State of Mississippi (“USM”), with its address at P.O. Box 5003, Hattiesburg, Mississippi 39406. Contractor and USM are collectively referred to as the “parties.”

### **RECITALS**

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

WHEREAS, USM is willing to pay for those services.

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

### **AGREEMENT**

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

- A. Both parties agree to all terms and conditions set forth in Standard Terms and Conditions below, except for any exceptions, additions, alterations, or revisions set forth in Exceptions to the University of Southern Mississippi Standard Terms and Conditions below.
- B. Scope of work. Contractor shall:
  - 1. Provide the listed services in a professional manner.

2. *(the scope of services should be clearly defined)*
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. Refrain from using USM's name, work mark, or other university identifier.
8. Refrain from using the name or title of any USM official.
9. Refrain from projecting their product, or the work entailed therewith, as being approved by or otherwise endorsed by USM, its entities or officials.

C. Payment

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

1. Total amount : \$ \_\_\_\_\_ *(the amount of payment should be clearly defined)*
2. The timing of payment is set forth in Standard Terms and Conditions, Section A.

D. Notices

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

For Contractor:

For USM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
P.O. Box \_\_\_\_\_  
Hattiesburg, MS 39406

**STANDARD TERMS AND CONDITIONS**

A. Payment

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

B. Availability of Funds

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

C. Representation Regarding Contingent Fees and Gratuities

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

D. Equal Employment Opportunity

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

E. Assignment Prohibition

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

F. Authority to Contract

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

G. Failure to Enforce

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

H. Contractor-Independent Contractor

Contractor shall at all times be regarded as and shall be legally considered an independent contractor and neither Contractor nor its employees shall, under any circumstances, be considered servants, agents or employees of USM, and USM shall at no time be legally responsible for any negligence or other wrongdoing by Contractor, its partners, principals, officers, agents, employees or representatives. USM shall not be responsible for any federal and state unemployment tax, federal or state income taxes, Social Security taxes, or any other amounts for the benefit of Contractor or any of its partners, principals, officers, agents, employees or representatives. USM shall not provide to Contractor, its partners, principals, officers, agents, employees or representatives any insurance coverage or other benefits, including, but not limited to, Worker's Compensation, which are normally provided by USM to its employees. Contractor's personnel shall not be deemed in any way, directly, indirectly, expressly or by implication, to be employees of USM. Nothing contained in this agreement or otherwise shall be deemed or construed as creating the relationship of principal and agent,

partners, co-venturers, or any similar relationship between USM and the Contractor. At no time shall Contractor be authorized to do so and at no time shall Contractor act as an agent for or of USM.

I. Indemnification and Insurance

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

Contractor, at its expense, agrees to procure and maintain insurance during the term as follows:

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

Comprehensive General Liability:

- General Aggregate - \$2,000,000
- Personal & Adv Injury - \$2,000,000
- Each Occurrence - \$1,000,000
- Fire Damage (any one fire) - \$1,000,000
- Medical Expense (any one person) - \$5,000
- Automobile Bodily Injury and Property Damage Liability - \$1,000,000 Combined Single Limit

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

\_\_\_\_\_ Required      \_\_\_\_\_ Not Required

#### Proof of Insurance

The Contractor shall provide a Certificate of Coverage to the Board of Trustees of State Institutions of Higher Learning, Office of Insurance & Risk Management, 3825 Ridgewood Road, Suite 429, Jackson, MS, 39211 and USM, Steve Ballew, 118 College Dr., #5003, Hattiesburg, MS 39406 prior to the start of services. The Certificate of Coverage should, at a minimum, contain the name of the carrier, effective and expiration dates of coverage, a description of the covered perils, amount of coverage by peril, the name and mailing address of the insurance company, and the name and mailing address of the insurance agent. **The Certificate of Coverage must name the Board of Trustees of State Institutions of Higher Learning and USM as an additional insureds.**

#### J. Attorney's Fees and Expenses

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

#### K. Patents and Copyrights

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

#### L. Disputes

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

#### M. Modifications to Agreement

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

#### N. Ownership of Documents and Work Papers

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

O. Severability

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

P. Termination for Convenience

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

Q. Termination for Cause

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

R. Inspection of Books and Records

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

S. Applicable Law

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

T. Venue

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

U. E-Verify

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

V. Force Majeure

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

**Exceptions to University of Southern Mississippi Standard Terms and Conditions**

Any exceptions, additions, alterations or revisions to the University of Southern Mississippi Standard Terms and Conditions shall be listed herein and shall become a binding part of the contract upon approval and signature by both parties. If there are no exceptions, "NO EXCEPTIONS" should be typed after "A." Failure to add "NO EXCEPTIONS" will render it not



applicable and the entire University of Southern Mississippi Standard Terms and Conditions will be considered to be in force.

A.

B.

C.

D.

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

VENDOR NAME

UNIVERSITY OF SOUTHERN MISSISSIPPI

---

Vendor Rep Name / Date

Vendor Rep Title

---

USM Rep Name / Date

USM Rep Title