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

Date: November 9, 2016

Bid No. 17-15

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

December 14, 2016

USM Procurement and Contract Services

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.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL NET PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>24 months</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>24 months</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TERMS - Bidder should state terms of sale. Our terms are 2% ten days, net 45 days. These terms will apply unless otherwise specified.

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

PROPOSAL MUST BE RETURNED TO THE UNIVERSITY IN A SEALED ENVELOPE. BID NUMBER AND DATE OF BID OPENING MUST BE SHOWN ON THE OUTSIDE OF THE ENVELOPE.

We quote you as above-F.O.B. The University of Southern Mississippi. Shipment can be made in N/A days from receipt of order. DATE__________ TERMS Net 45 days

Return quotation to Procurement Services at above address.

Signature Required

AA/EOE/ADA/1
THE UNIVERSITY OF SOUTHERN MISSISSIPPI
Vertical Transportation (Elevator/Escalator) Maintenance Services
Request for Proposal (RFP)
#17-15

ISSUE DATE: November 9, 2016

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 soliciting proposals from qualified vendors to provide Vertical Transportation (Elevator/Escalator) Maintenance Services that will adequately meet the needs of the University which are outlined herein. The University is a multi-campus institution of higher learning with locations in Hattiesburg, MS, Long Beach, MS, Ocean Springs, MS, and at Stennis Space Center, MS. The first three of these locations have vertical transportation equipment that could be affected under the scope of work presented herein. For purposes of clarity, respondents are requested to submit a Base Proposal (Hattiesburg Campus Only) and, if so desired, an Alternate 1 Proposal (Hattiesburg, Long Beach, and Ocean Springs Campuses).

SUBMISSION INFORMATION
Sealed Proposals, subject to the conditions made a part hereof, will be December 14, 2016 at 2:00 PM in the USM Procurement and Contract Services office, as indicated in the General Terms, Conditions, and Instructions to Bidders (Appendix A) 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 an opportunity for a pre-proposal tour, and 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 12:00 PM CDT, December 2, 2016. Please direct all inquiries about this RFP in writing via electronic mail as follows:

<table>
<thead>
<tr>
<th>Questions of a Technical nature</th>
<th>Questions related to submission procedures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clint Atkins</td>
<td>Deidre Edwards</td>
</tr>
<tr>
<td>Physical Plant</td>
<td>Procurement Services</td>
</tr>
<tr>
<td><a href="mailto:Clint.atkins@usm.edu">Clint.atkins@usm.edu</a></td>
<td><a href="mailto:deidre.edwards@usm.edu">deidre.edwards@usm.edu</a></td>
</tr>
<tr>
<td>601-266-4850</td>
<td>601-266-4132</td>
</tr>
</tbody>
</table>

All inquiries’ subject line should read “URGENT INQUIRY. USM RFP #17-15”

**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**
  - November 9, 2016

- **Pre-Proposal Site Tours**
  - November 28-30, 2016

- **Prospective Respondents Written Inquiries Deadline**
  - December 2, 2016

- **Responses to Inquiries Deadline (Estimated)**
  - December 7, 2016

- **Proposal Submission Deadline – 2:00 p.m. CDT**
  - December 14, 2016

- **Award Date (Estimated Target)**
  - February 17, 2017

- **Contract Effective Date**
  - March 1, 2017

**Note 1:** A pre-proposal tour and/or meeting may be scheduled November 28-30, 2016, between the hours of 7:30 am and 3:00 pm. Contact Clint Atkins at Clint.Atkins@usm.edu or 601-266-5748 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 assure that all addenda have been reviewed and, if applicable, signed and returned.

**Note 3:** The terms “University,” “USM,” “University of Southern Mississippi,” and “Owner” shall refer to the receiver, or buyer, of the services. The terms “Proposer,” “Bidder,” “Respondent,” and “Contractor,” shall refer to the provider, or seller, of the services.
Format of RFP Response
This RFP provides prospective proposers a basic outline of the proposed scope of work to allow you to evaluate the same and to provide a basis for estimating the resource requirements for, and the cost of, the work (Services). Your responses to this RFP will be used to evaluate your company for this work. This RFP is the University’s view of the scope of work, organization, and scope of the Services. If the proposer, by its experience, can offer improvements or alternatives that will facilitate this project, please describe and include logical reasons and benefits clearly identified. Please be specific.

The intent of this specification is to guide the preparation of proposals from qualified contractors to provide a comprehensive program of preventive maintenance for the equipment listed in Exhibit A.

The successful respondent selected by the University will enter into a USM Services contract substantially in the form attached hereto as Appendix B to perform the scope of work outlined in this RFP. Respondents should review the proposed Services contract in its entirety for additional, relevant information, and any exceptions they see as material.

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. See page 16 for submission of proposal requirements.

Responsive proposals shall fulfill the owner's requirements as further detailed below in the major subject areas of:

1. Reliability
2. Responsiveness
3. Accountability
4. Safety and Liability Protection
5. Additional Provisions

1. Reliability

Maintenance Management Program
The importance of consistently maintaining the Equipment in a safe, fully operational condition demands that the Contractor have an effective maintenance management program. Such a program includes pre-established and documented maintenance procedures and schedules on which to base the frequency of the performance of these maintenance procedures. Contractor will use a structured maintenance management program to deliver high quality service tailored to each specific unit’s needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the Contractor in this scheduling system, which will
be used to plan maintenance activities in advance. Each unit will be provided with a device/trip counter that monitors equipment usage and displays the cumulative number of elevator starts. The schedules are to be based on actual site conditions and equipment usage. The Contractor will have an established system for fully documenting maintenance procedures performed, service calls received and answered and major repairs scheduled and completed. The Contractor will have an effective system of self-audit to ensure compliance with the requirements.

Standard Work Processes
The Contractor shall have in his possession written procedures of all maintenance tasks to be performed, recommended frequency, complete and thorough in description. These written procedures will include the step-by-step tasks necessary to comprehensively complete the procedure. Written procedures will be available to all Contractor personnel who could reasonably expect to be working on any of the equipment covered under this contract, on either a permanent or temporary basis. The purpose of this requirement is to ensure uniformity of the quality of work performed and to provide documentation toward that goal. These written procedures will remain the property of the Contractor but will be made available to the Owner at the time of contract initiation.

Scheduling Of Work
Contractor will use a standardized scheduling method to plan the required maintenance procedures for the next scheduled exam. The required maintenance procedures will be determined for each unit based on the equipment usage as indicated by the trip counter and by the unit’s callback history so as to schedule maintenance to minimize callbacks and unscheduled shutdowns. The cumulative number of elevator starts will be recorded on the scheduler. The Contractor will have an established system whereby all maintenance tasks and procedures are planned and scheduled in advance, based on actual site conditions (i.e., actual number of hours that escalators have operated or the number of starts that elevators have made). Each elevator and escalator will be tracked separately and an individual schedule will be generated for each unit.

Contractor will use the maintenance management program to plan and record completion of maintenance procedures as defined in the standard work practices at the proper intervals. Intervals will be monitored and recorded off each unit's trip counter so as to properly schedule these procedures in advance.

Use of Technology
Contractor shall demonstrate a capability to effectively use advanced technology to enhance the quality and efficiency of its maintenance program. Such capabilities may include but are not limited to Remote Elevator Monitoring technology, enhanced access to technical support for front line technicians, advanced data collection and analysis capabilities, and on-line customer access to maintenance records.
Scope of Work for Equipment Maintenance (The Service) [Vendor should label their Operations Plan and Ability to Perform as Exhibit B]

The service to be performed by the Contractor under this specification shall consist of furnishing all supplies, materials, labor, tools, and equipment necessary to provide inspection, maintenance, adjustment, repair, and emergency callback service for the Equipment as hereinafter listed.

Exhibit A, which is attached hereto and made a part hereof, lists the Equipment included in this specification. Note: The Gulf Park and GCRL Equipment are listed for Alternate 1 bid purposes. Required preventative maintenance service is described below:

This service shall include inspection, lubrication, adjustment, and, if conditions warrant, repair or replacement of the following parts:

- Controllers, selectors, and dispatching equipment, relays, solid state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment, traction drive equipment and systems,
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and guides, and emergency car lighting,
- Hoistway door interlocks, hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.
- Operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except those contained in the main line disconnect).
- Governors, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies,
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers, cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, combo plates, floor plates, tracks external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings, and lower newel bearings, demarcation lights and comb lights.
Contractor will keep all equipment, including, but not limited to, pits, machine rooms, machine room equipment, hoistway door mechanisms, and car tops clean and orderly. Contractor shall paint the Equipment often enough to maintain a professional appearance, to prevent rusting and preserve the Equipment. All paint shall be suitable for the purpose intended and shall be of high quality. In all circumstances, application of the paint shall comply with current ASME/ANSI Elevator Codes and applicable local codes.

Contractor shall lubricate the Equipment at intervals recommended by the Equipment manufacturer or as dictated by the use of the Equipment. All lubricants shall be suitable for the purpose and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied. (Lubricants, cleaning fluids and all combustible liquids shall be stored in an OSHA approved metal cabinet in the machine room.) Contractor shall at intervals recommended by the Equipment manufacturer or as dictated by the usage of the Equipment drain and flush hoist machine gear cases, bearing oil reservoirs, and door operators and refill with the proper type and grade of oil.

Contractor shall renew all wire ropes as often as necessary to maintain an adequate factor of safety and shall equalize the tension on all hoisting ropes, and shall repair or replace conductor cables and hoistway and machine room elevator wiring as conditions may warrant. Contractor shall shorten all ropes as necessary and where appropriate to provide continued safe operation and to maintain normal traction.

Contractor shall adjust the Equipment as necessary when the operation of the Equipment varies excessively from its normal or originally designed performance as a result of normal wear and tear or when necessary to preserve the useful life of a part or assembly.

Contractor shall make repairs to and/or replace all damaged or broken parts or components resulting from normal operation of the Equipment. Parts shall be replaced when worn beyond normal adjustment limits. Replacements shall also be made to ensure continued normal operation, to extend the useful life of the Equipment or any of its components, or when necessary to continue safe, dependable operation.

Contractor shall maintain on site a supply of spare parts sufficient for normal maintenance and repair of the Equipment. Contractor will maintain a supply of major parts in a local warehouse or have these parts available to them within 24 hours except parts that are obsolete and are not readily available on the open market.

Contractor shall be responsible for maintaining wiring diagrams current with all changes/or additions made to the Equipment’s wiring system. The original (reproducible type) diagrams are the property of Owner and are to be kept on file in the office of the building manager or the office of the building engineer at all times. Additionally one set of marked up diagrams shall remain or become the property of the Owner.
**Parts Inventory**
Contractor agrees to maintain for the performance of routine preventative maintenance, a supply of frequently used replacement parts and lubricants to meet the specific requirements of the Equipment. Any parts replaced under this contract will be with new parts manufactured or selected by the manufacturer or with parts refurbished to manufacturer’s standards. Contractor further agrees to maintain a supply of replacement parts in his local parts warehouse inventory, available for express delivery in case of emergencies. Contractor agrees to maintain a supply of genuine manufacturer’s major components available for emergency replacement in warehouse inventory.

Contractor agrees to make a list of any parts that are considered obsolete or unable to be acquired within 10 days. The parts shall be listed per elevator and submitted to the University.

**2. Responsiveness/Customer Service**

- Normal University hours are Monday – Friday 7:30am until 5:00pm
- Many campus buildings are open until 10:00pm for night classes
- Thad Cochran Center, Trent Lott Center, and the Payne Center close at 10:00pm seven days a week.
- Residence Halls are 24 hour facilities

Contractor will provide a dedicated 24-hours/day 365 days/year dispatching service manned by personnel who are directly employed by the Contractor. In the event a unit malfunction occurs between regular examinations, a trained customer service representative will dispatch a technician to perform emergency minor adjustment callback service.

In the event that an elevator on campus will be out of service for more than 24 hours, USM Physical Plant and Department of Housing and Residence Life personnel will be notified by the Contractor. The Contractor will provide USM Physical Plant and Department of Housing and Residence Life by e-mail a brief description of the problem and an expected date by which the machine will be returned to service.

Contractor will provide one dedicated on-site technician available for a minimum of 40 hours per week, during regular work hours Monday through Friday, excluding weekends and holidays. If no problems arise, he shall perform preventive maintenance. The technician will be available to check and correct any elevator problems that may arise or be reported during regular hours at no additional labor or service call cost to the university. All work is to be performed during regular working hours except when elevator shutdown would create an undue hardship in the University’s normal operation. A stand-by technician must be present during dormitory "move in" days (normally a Friday, Saturday, and Sunday twice a year), at all home football games (approximately 5 -6 games) in case of malfunctions, and on 10 additional days for special events as required by university each contract year, at **NO ADDITIONAL COST** to the University.
Contractor shall be given a 5 day advance notice for each of the additional days for special events. Any of the unused days of the 10 additional days shall rollover to the next calendar year as long as the contract remains valid.

In the event the dedicated on-site technician is absent from work (i.e., illness, vacation, etc.), a substitute dedicated on-site technician shall be provided.

Each callback that is dispatched by Contractor's dispatching center shall be recorded by the dispatching center. At a minimum, the dispatching center must record for each callback the specific unit, source of callback, specific remedy/resolution by the technician, date and time of call, time of dispatch, time of correction (unit back in service), and the calculated response times.

Overtime callbacks are included in this contract at NO ADDITIONAL COST to the University of Southern Mississippi.

Each callback will be immediately dispatched via two-way wireless communication to assure prompt and reliable service. Average response time for all callbacks shall be no longer than one hour after being reported.

In the event of passenger entrapment, between 7:30 a.m. and 4:00 p.m., Monday thru Friday, Contractor shall arrive within 15 minutes of notification. On weekends and holidays, Contractor should arrive within 30 minutes of notification. In order to respond within this timeframe, Contractor should ensure technician is located in close proximity to campus.

Emergency callbacks after regular working hours are included under this contract, except as excluded in the "Clarifications" section. For these units, the Owner will be responsible to pay for overtime only at 1.5 times the regular hourly rate, not to exceed 3 hours per callout without the approval of the Physical Plant Administration.

3. Accountability

Customer Service
Contractor will assign a representative to Owner's account that will be available for consultation in any matter relating to the maintenance of the units.

The representative will be available to discuss elevator needs with the Owner in areas of modernization, traffic handling ability, recommendations and requirements of code authorities, and proper use and care of the units.

Quality Control
Contractor shall perform periodic surveys and audits to verify that the Equipment conforms to manufacturer's requirements for maintenance quality, safety, and code requirements. In addition, during the term of this Contract, Contractor shall maintain callback and repair data for
each unit, and records of maintenance work completed.

On April 1, of each year the contractor will provide USM with a list of the 10 most immediate needs for the next budget year.

**Maintenance Records**
The Contractor will have an established record keeping system by which individual records are kept for each elevator and escalator. The system will be detailed enough to keep track of each specific maintenance procedure completed and when it was completed. The documentation system will also log all reports of elevator and escalator service calls placed by the Owner and track the time and date of each occurrence, the response time and nature of the problem both reported and ultimately discovered and the steps taken to correct the problem. These records will also be kept on an individual unit basis.

Contractor will keep archived a maintenance history, used by the technician to record completed work. The maintenance history must indicate the last completion date for each procedure by unit. The history shall be maintained throughout the life of the contract so that procedures completed in years prior to the current year are properly documented.

Equipment maintenance logs, with dates, will be maintained by the Contractor in the electrical/mechanical spaces of each unit.

At any time, at the Owner’s request, Contractor shall provide the Owner with a copy of its standard customer report of equipment improvements, repairs, tests, and service calls for the units, listed per unit.

The records described herein shall be available at any time for the Owner’s review, but remain the property of the Contractor.

**On-Line Internet Access to Records**
Contractor shall provide an on-line internet based service to allow direct access to the 24-hour dispatching system and database from a personal computer. This service shall allow the Owner to place a service call and review the status of the service call directly from the personal computer. The Owner shall further be able to access repair and service call history for any units on Contract. The Contractor shall provide instructions and training on how to use the system.

At a minimum, the Owner shall be able to view the following data on-line:
- Equipment Availability by unit over the prior 12 months
- Service callback date and statistics by unit
- Completed maintenance procedures by unit
- Equipment performance
• Equipment usage
• Place service calls
• Contract financial information/account statements

The online system shall be capable of delivering customized information report to Owner via email on a prescheduled basis. Prior to contract start, the Contractor shall provide the Internet web address, and instructions and training on how to use the system.

Sole Responsibility
The maintenance work shall be performed only by technicians directly employed and supervised by the Contractor, who are experienced and skilled in maintaining or repairing equipment similar to that listed in the attachment to this specification. The maintenance work (with the exception of certain offsite specialist work such as major motor rebuild) shall not be assigned to any agent or subcontractor.

4. Safety and Liability Protection

Safety and Tests
Contractor will periodically inspect the elevators as required by the ANSI A 17.1 Code. Contractor will conduct an annual No-Load Safety Test on each traction elevator and an annual No-Load test and annual Pressure Relief Valve Test on each hydraulic elevator as outlined in the ANSI A17.1 Code. On each traction elevator, Contractor shall further conduct a Full-Load, Full-Speed test of the safety mechanisms, over speed governors, and car and counterweight buffers within a five-year interval from such previous test for that unit, as outlined in the ANSI A17.1 code. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked. Cars shall not be placed in service until all tests, checks, and adjustments are complete and elevators are in proper working condition. The Contractor shall conduct all Safety test required by the Mississippi Elevator Code. The Contractor shall not be held responsible for any damage to the building and equipment caused by these tests, unless such damage is a result of their negligence.

Contractor shall perform annual test of Firefighter's Service features on each elevator with such features as outlined in ANSI A17.1 Code.

Safety Management Program
The importance of following safe work practices demands that the Contractor have an active and effective safety program. The Contractor will demonstrate that it has a history of safe work practices, that regular safety education is given to its employees, and that all federal safety mandates are complied with and properly documented. Contractor's personnel will use appropriate personal protective equipment and follow safe work practices in order to comply with all federal and state occupational safety laws and regulations.
Safe Work History
Because of the importance of safety, the Contractor must have an established record of safety. The Contractor must document a numerical performance equal to or better than the averages provided by the National Elevator Industry Inc. (NEii) for last two complete calendar years in the categories listed below:

OSHA Recordable Accident Rate, Lost Time Incidence Rate, and Lost Time Severity Rate

Federal OSHA Requirements
The Contractor will document that federal safety training requirements applicable to elevator mechanics have been met. The Contractor will have evidence of meeting the following training requirements annually:

1. Electrical Safe Work Practice
2. Hazardous Communications Training
3. MSDS Training
4. Lockout/Tagout Training

E-Verify 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.

Written Safety Program
The Contractor will have a written safety program or employee handbook which contains the safety policies governing: general safety rules, hazard communication, personal protective equipment, fall protection, lockout/tagout and a range of potentially hazardous job site conditions. The Contractor will have trained employees on this policy or handbook.

The Contractor will have an ongoing safety training program to continuously educate employees on safety issues and to fulfill the federal training requirements list in paragraph D above.

Contractor Self Audit
In order to ensure compliance with the aforementioned safety policies, the Contractor will have an established written policy of self-audit of all aspects of the safety programs outlined above. This is to include regular monthly audits of job site conditions and work practices. Audits are to be conducted by the Contractor's supervisory personnel. The audit process is to be documented and become a part of the Contractor's permanent safety program.
Emergency Response Plan
The Contractor shall have a written plan for response to a natural disaster that would include the inspection and repair of elevator and escalator equipment and inspection/certification for return to service.

Hazardous Waste
The Contractor shall dispose of all waste materials generated in the normal servicing of the units. This service shall consist of the reliable and quick disposal of lubricants, cleaning materials, paints, and absorbents collected in routine maintenance. Method of disposal shall conform to all federal and state environmental regulations. For the protection of the Owner, a documented audit trail must exist for the disposal of hazardous waste material. Material Safety Data Sheets (MSDS) shall be made available at the Owner's request for all solvents, cleaners, and lubricants used in performing the specified work.

Contractor must endeavor to reduce generation of waste materials, minimize risks to the environment, the Owner, the general public, and their employees, and shall comply with all federal and state environmental laws and regulations. Contractor shall include as part of its Exhibit B a description of its company's environmental protection policy.

Insurance Requirements
Contractor, upon award, but prior to any work commencing, shall provide the Owner with certificates of insurance coverage as outlined below and should be provided for each contract year.

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 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.

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.

5. Additional Provisions

The Contractor shall submit with its proposal as Exhibit C the material portion and labor portion of the contract price. Contract price is subject to adjustment, upward or downward, annually to reflect increases or decreases in material and labor costs. The material portion of the contract price shall price-adjust by the percentage increase or decrease in the index of "Producer Commodity Prices for Metals and Metal Products" published by the U.S. Department of Labor, Bureau, and Statistics, for the price-adjustment month compared with the index on the prior price-adjustment month. The labor portion of the contract price shall increase or decrease based on the straight time rate of Elevator Mechanics in the area wherein equipment covered by this Agreement is located. The reference indices for materials and labor shall be listed in Exhibit C for the commencement of the contract. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator technicians in the locality where the work is to be performed. The words “fringe benefits” mean employee benefits granted in addition to direct hourly labor rate, and include but are not limited to accruals for pensions, vacations, paid holidays, group life, and group health insurance. Fringe benefits shall NOT include any direct or indirect costs based on labor. Pricing for the first two (2) years shall remain constant. For any subsequent years, total price escalations shall be limited to a maximum of 4% in any one (1) year period. Contractor must provide thirty a (30) day advance notification to Owner of pending price adjustment for both labor and material. Contractor will be required to provide adequate documentation to support the proposed price adjustments.

The Contractor will be required to provide pricing for the addition of elevators during the term of the agreement.
If overtime work is required outside of the scope of these Services, straight time rate plus 1.5 not to exceed 3 hours per call out, will be the basis for hourly charges. Contractor may adjust rates in accordance with paragraph above, labor portion only. Initial billing rates for straight time work shall be as shown in Exhibit C.

**Term**
The term of this contract shall be for two (2) years beginning on or about March 1, 2017. Owner may extend the contract, at its discretion, for additional one (1) year periods, not to exceed three (3) extensions. The Owner may, with 30 days’ written notice to the Contractor, terminate the contract if Contractor materially fails to perform any of the obligations under the Contract.

The Owner reserves the right to reject any and/or all bids.

**Payments**
The Owner will make payments on a monthly basis. Payments will be made within 45 days (as per Mississippi law §31-7-301 et seq. Miss Code Ann. 1972) from the date of the service invoice.

The University may choose to use a VISA® Purchasing Card and E-Payables PAVA process for invoice payments in place of a check to pay for purchases from this solicitation if mutually agreeable.

**Qualification for Award**
In order to qualify for consideration, the bidder must demonstrate a history of high service quality and sensitivity to safety and environmental concerns. To be considered, the bidder must provide evidence of meeting the following conditions:

The bidder’s service organization must be strong enough to sustain the normal volatility of the business cycle. The bidder must also be capable of demonstrating customer satisfaction in the long term. Thus, the bidder must have at least 10 years of experience in providing elevator/escalator service. The bidder must provide a reference list of at least five (5), but no more than 10 major long-term customers of size and scope similar to that of Owner. The reference list should be attached with the bid submission and labeled as **Exhibit D**, and should include customer names, phone numbers, contacts, years of service, and number of elevators on service.

Contractor will use trained personnel directly employed and supervised. They will be qualified to keep the equipment adjusted, and they will use all reasonable care to maintain the elevator equipment in proper and safe operating condition. The Contractor shall be able to demonstrate that it has personnel qualified to maintain the various makes of Equipment listed. **Exhibit E** shall be submitted by Contractor in which it will supply a list of all local elevator mechanics, adjusters, and supervisors, along with each employee’s years of experience as to
his proposal. Also, Contractor will include a brief description of the depth of their overall organization, including total size, number of units on service, number of total employees, number of offices, etc. Contractor shall provide evidence that its on-site technician has at least two years of experience of successfully maintaining the same type and model of elevators, escalators, and controllers as are on the USM campus.

The Contractor must have technical and engineering support, which is available within 24 hours to assist the local operation to solve any complex maintenance and repair issues, which may arise.

**Clarifications**

When conditions warrant, Contractor will repair or replace all portions of the Equipment included under this Specification with the following exclusions:

- Mainline and auxiliary disconnect switches, fuses and feeders to control panels, rail alignment when affected by building compression or shifting.
- Lamps for car and machine room illumination.
- Doors, door frames, sills, swing door hinges and closing devices.
- Car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors, car interior finish and floor coverings), and telephone equipment, intercoms, communication equipment, or safety signaling equipment not installed by the Contractor, or instructions or warnings in connection with use by passengers; hoist way enclosure; hoist way inserts and brackets, hoist way entrance frames, hoist way gates, doors and sills and signal fixture faceplates.
- Below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping - Escalator balustrades, lighting, and wedge guards.
- Repairs required because of negligence or misuse of the Equipment by anyone other than the Contractor, its employees, subcontractors, servants, or agents.
- Computer or microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system.

All maintenance procedures and repairs will be performed during the regular working hours of the regular working days. All lamp and signal replacements will be performed during regular examinations.

Contractor will be provided with unrestricted ready and safe access to all areas of the building in which any part of the units are located. The Owner will keep all machine rooms and pit areas
free from water, stored materials, and debris. Owner will provide a safe work place for Contractor's personnel, and will remove waste or hazardous materials in accordance with applicable laws and regulations. Owner agrees to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any units. Contractor shall not be required: (1) to make any tests other than that as specifically set forth herein, (2) to make any replacements with parts of a different design or type, (3) to make any changes in the existing design of the units, (4) to alter, update, modernize, or install new attachments to any units except as described in these specifications, whether or not recommended or directed by insurance companies or by government authorities, (5) to make repairs or replacements necessitated by failures detected during or due to testing of buried or unexposed hydraulic cylinders or piping (6) to pay the cost of annual operating permits or government/third party inspection fees for the equipment.

Owner reserves the right to terminate the contract at any time with a 30 day written notice.

Submission of Proposals - Contents
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.

At a minimum, the following items should be included in the contents of the proposal:

- **Bid cover sheet page**
  - Signature Page
  - Provide Exhibit E. Number of years of experience, personnel, company info, etc., per page 12.
  - Provide a list and resumes of members of the proposed project team including service technician, service supervisor, account manager, and branch manager.
  - Statement that the Contractor has the necessary engineering and technical support to be able to troubleshoot the various types and vintages of equipment on campus
  - Provide Exhibit D. A minimum of five (5) major customers for whom you provide similar services in size and facility structure, including contact information for the account. This information shall show previous experience in the maintenance and repair of equipment similar in manufacture to that included in USM’s inventory.
  - A description of previous experience in maintaining and repairing equipment in an academic environment and shall include reference contact information
  - A listing of all major accounts terminated in the last five (5) years with reason for termination and account, contact information
  - Proposals should include a description of the security plan used by the proposing firm to ensure adequate background checks on employees. USM would be strongly opposed to having anyone in or near our facilities that could be considered a potential hazard to the University, its students, faculty, staff, or
guests. This would include but not be limited to: convicted sex-offenders or convicted felons.

- **Corporate Structure and Credentials**

- **Operations Plan and Ability to Perform (Exhibit B)** [Should be the largest exhibit]
  - Provide operation plan. This should include, but not be limited to, acknowledgement and agreement with all the applicable requirements set forth herein, as well as explanations, where applicable, of the intended plan to achieve the requirements as outlined in the RFP. Be sure to include comments to the Scope of Work of Maintenance Equipment section beginning on page 3.
  - Provide evidence that the Contractor will maintain an adequate supply of replacement parts, and their proposed replacement parts inventory.
  - Provide summary of company’s environmental protection policy.
  - Keep in mind you will be submitting a Base Proposal (Hattiesburg Only) as well as Alternate 1 Proposal (Hattiesburg, Long Beach, and Ocean Springs Campuses).

- **Projected cost to USM (Exhibit C)**
  - The proposal shall set forth the labor rates and material costs/labor costs percentages, and any additional costs USM will be expected to pay during the term of the agreement. The proposal shall provide pricing for the adding of any additional elevators during the term of the agreement.

**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 of the proposals are described as follows:

1. **Projected Cost to USM** – This shall be the anticipated cost to USM during the term of the contract based upon the proposal. USM will have sole authority to determine the reasonableness of estimates.
2. **Qualifications/Experience/References/Recommendations** – This includes Corporate Structure, Credentials and Prior Experience. USM will be attempting to determine the strength of company and probability of future success of the program based upon the
organizational structure and proven experience.

3. **Staffing Plan/Safety/Customer Service** – USM will be attempting to determine the level of commitment to servicing the account, maintaining safety, and serving the customer.

4. **Operations Plan and Policies** – USM will be attempting to determine the probability of future success of the program based upon the proposer’s plans for providing the Service.

5. **Other Benefits to USM** – USM will be attempting to determine any increased efficiencies for the institution (examples may include, but are not limited to electronic transfer of funds, electronic records, financial incentives, etc.) USM will also be considering ‘Environmental’ and “Sustainability’ issues such as recycling, waste minimization, energy conservation, etc.
THE UNIVERSITY OF SOUTHERN MISSISSIPPI
Vertical Transportation (Elevator/Escalator) Maintenance Services
Request for Proposal (RFP)
#17-15
Signature Page

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

NAME OF FIRM: ________________________________________________

COMPLETE ADDRESS: __________________________________________

TELEPHONE NUMBER: __________________________________________

FACSIMILE NUMBER: __________________________________________

E-MAIL ADDRESS: ____________________________________________

AUTHORIZED SIGNATURE: _____________________________________

PRINTED NAME: _____________________________________________

TITLE: _______________________________________________________
Appendix A

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.

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.

AA/EOE/ADA1
APPENDIX B - 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.”

WHERAS, 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 #17-15 dated xxxxx, and its associated Addenda, and Contractor’s proposal dated xxxxx.

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. \textit{(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 commercial general liability insurance in an amount of not less than one million dollars ($5,000,000), single limit, against claims for bodily injury, death and not less than one million dollars ($1,000,000) 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. 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.

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, 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 ______

29
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
**EXHIBIT A**  
List of Equipment

**Base Proposal - Hattiesburg Campus**

<table>
<thead>
<tr>
<th>Building</th>
<th>MS Cert. #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration Building</td>
<td>4059</td>
</tr>
<tr>
<td>Alumni House (Ogletree)</td>
<td>4060</td>
</tr>
<tr>
<td>Bolton</td>
<td>4061</td>
</tr>
<tr>
<td>Bond (new elevator) East</td>
<td>5891</td>
</tr>
<tr>
<td>Bond Hall west</td>
<td>4058</td>
</tr>
<tr>
<td>Century Park 1 North</td>
<td>5613</td>
</tr>
<tr>
<td>Century Park 2 North</td>
<td>5614</td>
</tr>
<tr>
<td>Century Park 3 North</td>
<td>5615</td>
</tr>
<tr>
<td>Century Park 4 North</td>
<td>5616</td>
</tr>
<tr>
<td>Chain Tech</td>
<td>4056</td>
</tr>
<tr>
<td>Chain Tech</td>
<td>4057</td>
</tr>
<tr>
<td>Coliseum</td>
<td>4088</td>
</tr>
<tr>
<td>Coliseum (wheel chair lift)</td>
<td></td>
</tr>
<tr>
<td>College Hall</td>
<td>4079</td>
</tr>
<tr>
<td>Cook Library</td>
<td>4081</td>
</tr>
<tr>
<td>Cook Library</td>
<td>4075</td>
</tr>
<tr>
<td>Cook Library</td>
<td>4076</td>
</tr>
<tr>
<td>Cook Library</td>
<td>4077</td>
</tr>
<tr>
<td>Cook Library Lift</td>
<td>5622</td>
</tr>
<tr>
<td>CP South – Building C (Lucky Day)</td>
<td>4100</td>
</tr>
<tr>
<td>CP South – Building C (Lucky Day)</td>
<td>4101</td>
</tr>
<tr>
<td>CP South – Building A (Scott Hall)</td>
<td>4095</td>
</tr>
<tr>
<td>CP South – Building A (Scott Hall)</td>
<td>4096</td>
</tr>
<tr>
<td>CP South – Building B (Vann Hall)</td>
<td>4097</td>
</tr>
<tr>
<td>CP South – Building B (Vann Hall)</td>
<td>4098</td>
</tr>
<tr>
<td>CP South – Building B (Vann Hall)</td>
<td>4099</td>
</tr>
<tr>
<td>Field House</td>
<td>5608</td>
</tr>
<tr>
<td>Field House</td>
<td>5609</td>
</tr>
<tr>
<td>Forrest County Hall</td>
<td>4078</td>
</tr>
<tr>
<td>Fritz-Gibbs</td>
<td>4080</td>
</tr>
<tr>
<td>Girls Softball</td>
<td>5610</td>
</tr>
<tr>
<td>Harkins Hall</td>
<td>4104</td>
</tr>
<tr>
<td>Hickman</td>
<td>5617</td>
</tr>
<tr>
<td>Hillcrest</td>
<td>5611</td>
</tr>
<tr>
<td>Hillcrest</td>
<td>5612</td>
</tr>
<tr>
<td>Hub (RC Cook Union)</td>
<td>4110</td>
</tr>
<tr>
<td>Hyper Building</td>
<td>4066</td>
</tr>
<tr>
<td>International Building</td>
<td>4047</td>
</tr>
</tbody>
</table>
International Building 4048
Johnson Science Tower 5619
Johnson Science Tower 5620
Johnson Science Tower 5621
Jones 4072
Joseph Greene Hall 5607
Kennard Washington 4109
Liberal Arts 5602
Liberal Arts 5603
Marsh Hall 4046
McCain Library 4082
McCain Library 4083
McCarty Hall 4084
McCarty Hall 4085
McCarty Hall 4086
McCarty Hall 4087
McLemore 5601
OMH 4094
Parking Garage East 5606
Parking Garage West 5605
Payne Center 4089
Payne Center 4090
Performing Arts 4106
Performing Arts (stage lift) 4107
Pete Taylor Park 4062
Polymer Science 4091
Polymer Science 4092
Polymer Science 4093
Polymer Science (Accelerator) 5623
Powerhouse 5618
Scholarship Hall 4105
Scianna Hall 2276
Scianna Hall 2277
South Stadium 4068
South Stadium 4069
South Stadium 4070
South Stadium 4071
South Stadium 4067
Southern Hall 4108
Speech and Hearing 5604
Student Services 2226
Thad Cochran (Barnes and Nobles) 4053
Thad Cochran 4049
Thad Cochran 4050
Asbury Hall  3 elevators
(Will come on contract approx. December 2018)

Alternate 1 Proposal – Above Hattiesburg Campus Plus Gulf Park and GCRL Below

**Gulf Park Elevators (Long Beach)**

<table>
<thead>
<tr>
<th>Location</th>
<th>Brand</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flemings Educational Center</td>
<td>Montgomery Kone</td>
</tr>
<tr>
<td>Lloyd Hall</td>
<td>Montgomery Kone</td>
</tr>
<tr>
<td>Elizabeth Hall</td>
<td>Montgomery Kone</td>
</tr>
<tr>
<td>Hardy Hall 1</td>
<td>Montgomery Kone</td>
</tr>
<tr>
<td>Hardy Hall 2</td>
<td>Montgomery Kone</td>
</tr>
<tr>
<td>Science Building</td>
<td>Montgomery Kone</td>
</tr>
<tr>
<td>Library Elevator 1</td>
<td>Montgomery Kone</td>
</tr>
<tr>
<td>Library Elevator 2</td>
<td>Montgomery Kone</td>
</tr>
<tr>
<td>Nursing Building</td>
<td>Thyssen Krupp</td>
</tr>
</tbody>
</table>

**GCRL Elevators (Ocean Springs)**

Halstead Campus
Caylor Building                  Courion or Kone (both names were on the label)

Cedar Point Campus
Visitor Center                     Savaria
Research Building                  Kone
EXHIBIT B

Operations Plan and Ability to Perform
[To include Description of Company's Environmental Protection Policy]
EXHIBIT C

Labor Rates and
Material and Labor Portion of Company’s Contract Pricing
EXHIBIT D

List of References [to include major accounts] and Security Plan
EXHIBIT E  
Company Structure and Credentials
[Contractor will supply a list of all local elevator mechanics, adjusters, and supervisors, along with each employee’s years of experience and certifications, and also include a brief description of the depth of their organization, including total size, number of units on service, number of total employees, number of offices, etc.]