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, November 20, 2018.

**BID No. 19-11**

*Terms*
Bidder should state terms of sale. Our terms are 2% ten days, net 45 days. These terms will apply per Mississippi law.

*Awarding Contract*
Cash terms will not be used as a basis for awarding contracts; however, the University will accept cash discounts when earned.

**NOTE:** If you cannot quote on the exact material shown, please indicate any exception giving brand name and complete specifications of any alternate. If additional space is required, use a separate sheet or letter of transmittal.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL NET PRICE</th>
</tr>
</thead>
</table>

**Description**

**BID 19-11 McCARTY HALL ELEVATOR MODERNIZATION**

Proposal must be returned to the University in accordance with the specifications. RFP number and date of bid opening must be shown on the outside of the envelope if using that method.

We quote you as above-F.O.B. The University of Southern Mississippi. Shipment can be made in ________ days from receipt of order. **DATE __________ ** TERMS ____________________________

Return quotation to Procurement Services at above address.

Signature Required

__________________________

AA/EOE/ADA/1
ADVERTISEMENT FOR BIDS

Sealed Bids, in duplicate, will be received by The University of Southern Mississippi until 2:00 P.M., local time, on Tuesday, November 20, 2018, at the Office of the Director of Procurement Services, in Hattiesburg, Mississippi at which time and place they will be publicly opened and read for the following project:

BID 19-11
McCARTY HALL ELEVATOR MODERNIZATION

Detailed specifications and electronic bidding instructions may be secured from the above office upon request or our website https://www.usm.edu/procurement-contract-services/current-bid-opportunities.

A pre-proposal tour and/or meeting will take place November 6, 2018. Contact Rodger Jackson at rodger.jackson@usm.edu or 601-266-4783 for scheduling and location. While this visit is not mandatory it is strongly encouraged to assist with proposal preparation and clarification.

Proposals shall be submitted in accordance with the specifications and must be accompanied by bid security in the form of Certified Check, Cashier's Check or acceptable Bid Bond, payable to University of Southern Mississippi in amount equal to at least five percent (5%) of the base bid; such security to be forfeited as liquidated damages, not penalty, by any bidder who may be awarded the contract, but fails to carry out the terms of the proposal, execute the contract, or post performance bond in the form and amount within the time specified. Bids shall not be modified on the exterior of the sealed envelope.

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

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

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

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

BY: Mr. Steve Ballew
TITLE: Director of Procurement and Contracts
The University of Southern Mississippi

Dates of Publication:
Thursday, October 25, 2018
Thursday, November 1, 2018
THE UNIVERSITY OF SOUTHERN MISSISSIPPI
McCarty Hall Elevator Modernization
Request for Bids (RFB) 19-11

ISSUE DATE: October 25, 2018
ISSUING AGENCY: Procurement and Contract Services
The University of Southern Mississippi
214 Bond Hall
118 College Drive #5003
Hattiesburg, MS 39406

INTRODUCTION
The University of Southern Mississippi is seeking bid responses on the modernization of the elevator system in McCarty Hall.

SUBMISSION INFORMATION
Sealed Proposals, subject to the conditions made a part hereof, will be November 20, at 2:00 PM in the USM Procurement and Contract Services office, as indicated in the General Terms, Conditions, and Instructions to Bidders (Appendix B) for furnishing services described herein.

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

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

QUESTIONS AND/OR CLARIFICATIONS
Care has been taken to develop this Request for Proposals (RFP) accurately and present it clearly, but in the event any specification or condition appears ambiguous or in error, proposers have a duty to seek clarification of ambiguities or corrections to errors. The RFP procedures provide a time frame for questions and answers. It is important to remember that if a respondent or interested party protests, but had opportunities to seek clarification and failed to do so, then its interpretation will not be considered reasonable and the specification will not be considered ambiguous. Prospective respondents should make written inquiries concerning this RFP to obtain clarification of any requirements as desired. Responses to these inquiries may be by addendum to the BID, or individually, depending on whether the answer affects only that proposer or all proposers. The deadline for inquiries shall be Friday, November 9, 2018, with an estimated date of Wednesday, November 14, 2018, to have responses completed. Please direct all inquiries about this RFP in writing via electronic mail as follows:
Questions of a Technical Nature
Rodger Jackson
Housing and Residence Life
rodger.jackson@usm.edu
601-266-4783

Questions Related to Submission Procedures
Deidre Edwards
Procurement Services
deidre.edwards@usm.edu
601-266-4132

All inquiries’ subject line should read “URGENT INQUIRY. USM BID #19-11”

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

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

BID Posted
October 25, 2018

Site Visit
November 6, 2018

Prospective Respondents Written Inquiries Deadline
November 9, 2018

Responses to Inquiries Deadline (Estimated)
November 14, 2018

Proposal Submission Deadline – 2:00 p.m. CDT
November 20, 2018

Note 1: A pre-proposal tour and/or meeting will take place November 6, 2018. Contact Rodger Jackson at rodger.jackson@usm.edu or 601-266-4783 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 2: The terms “University,” “USM,” “University of Southern Mississippi,” and “Owner” shall refer to the receiver, or buyer, of the services. The terms “Proposer,” “Bidder,” “Respondent,” and “Contractor,” shall refer to the provider, or seller, of the services.

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

The proposal package must be received on or before **November 20, 2018, at 2:00 PM**. It is the responsibility of the respondent to ensure that the proposal package arrives in the Procurement and Contract Services Office. The proposal package should be delivered or sent by mail to:

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

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

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

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

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

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

No bid may be withdrawn after the scheduled closing time for a period of sixty (60) days. The University of Southern Mississippi reserves the right to reject any or all bids on any or all projects and to waive informalities.
Proposals received after the stated due date and time will not be opened or considered.

**BOND REQUIREMENTS**

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

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

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

**INSURANCE REQUIREMENTS**

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

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

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

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

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

**QUALIFICATIONS FOR AWARD**
Award of this contract will give consideration to initial price and performance. The award, if any, shall be made to the lowest priced responsive and responsible bidder.

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

- Has the necessary facilities, financial resources, personnel and equipment to complete the contract in a satisfactory manner within the required time.

- Has adequate service personnel to satisfy any service problems that may arise during the warranty period.

- USM reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Bidder to perform the work.

- If, after the investigation, the evidence of competency and financial ability is not satisfactory, USM reserves the right to reject the Bid.

USM reserves the right to award this contract in whole or in part depending on what is in the best interest of USM with USM being the sole judge thereof.
TERM OF CONTRACT
USM reserves the right to terminate this agreement with thirty (30) days-notice, by the Director of Procurement and Contract Services via certified mail to the address listed on the signature page of this RFP (Appendix A) if any of the terms of the proposal and/or contract are violated.

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

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

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

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

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

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

OTHER CONTRACT REQUIREMENTS
Award Terms: This contract shall be awarded based on the lowest cost bid from a responsive and responsible contractor capable of performing the specified work. Acceptance shall be confirmed by the issuance of a contract from the University.

Standard Contract: The awarded contractor(s) will be expected to enter into a contract that is in substantial compliance with USM’s standard contract (Appendix C). Proposal should include
any desired changes to the standard contract. Significant changes to the standard contract may be cause for rejection of a proposal.

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

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

<table>
<thead>
<tr>
<th>Components to Modernize TMS50 MRLs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Controller</td>
</tr>
<tr>
<td>A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading.</td>
</tr>
<tr>
<td>The control for the hoist motor will be by means of a solid-state drive system. The system will be a controlled pulse-width modulated AC vector drive. The variable voltage variable frequency drive will convert the AC power supply using a two-step process to a variable voltage variable frequency power supply for use by the hoist motor. Varying the frequency and voltage of the motor will automatically and continuously control the speed, acceleration and deceleration. The system will be closed loop.</td>
</tr>
<tr>
<td>Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time.</td>
</tr>
<tr>
<td>All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open.</td>
</tr>
</tbody>
</table>

The microprocessor-based control system shall utilize on-board diagnostics for servicing, trouble-shooting, and
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gearless Machine</td>
<td>A new rail mounted AC Gearless machine, with permanent magnet synchronous motor, direct current electro-mechanical disc brakes and integral traction drive sheave shall be provided. Brake shall be spring applied and electrically released and designed to hold car at the floor level after coming to rest. The drive sheave shall be accurately turned and grooved for the quantity and size of hoist ropes applicable to service.</td>
</tr>
<tr>
<td>Hoist Ropes</td>
<td>New hoist cables shall be provided. The hoisting cables will be designed for elevator service, compatible with the hoist machine, and having a factor of safety at least equal to that specified in the ANSI Code.</td>
</tr>
<tr>
<td>Door Operator</td>
<td>A closed loop permanent magnet PWM high-performance door operator shall be provided to open and close the car and hoistway doors simultaneously. Door movement shall be cushioned at both limits of travel. An electric contact shall be provided on the car at each car entrance to prevent the operation of the elevator unless the car door is closed. The door operator shall be arranged so that, in case of interruption or failure of electric power, the doors can be readily opened by hand from within the car, in accordance with applicable code. Emergency devices and keys for opening doors from the landing shall be provided as required by the local code. Doors shall open automatically when the car has arrived at or is leveling at the respective landings. Doors shall close after a predetermined time interval or immediately upon pressing of a car button. A door open button shall be provided in the car. Momentary pressing of this button shall reopen the doors and reset the time interval. Door hangers and tracks shall be provided for each car door. Tracks shall be contoured to match the hanger sheaves. The hangers shall be designed for power operation with provisions for vertical and lateral adjustment. Hanger sheaves shall have polyurethane tires and pre-lubricated sealed-for-life bearings. Hoistway door interlocks and pickup rollers shall be provided at each opening. Hanger rollers and gibbs will be replaced to ensure smooth door operation.</td>
</tr>
<tr>
<td><strong>Governor</strong></td>
<td>The car safety will be activated by a new speed governor located overhead, driven by a governor rope suitably connected to the car safety. The governor will be equipped with rope grip jaws designed to clamp the governor rope so as to actuate the car safety upon a predetermined over speed downward. The governor will be set at not less than 115% of specified rated car speed and not more than the maximum governor tripping speed specified in the code for the specified rated car speed. The rope grip jaws must be positively tripped within the permitted range of speed. The governor rope-tripping device will be so designed that no appreciable damage to or deformation of the governor rope will result from the stopping action of the device in operating the car safety. The governor over speed switches will conform to ANSI A17.1 Code requirements and be so located and enclosed that excess lubricant will not enter the switch enclosure. Upon activation of the safety switch, the switch will remain in the open position until manually reset. The governor will be accurately adjusted and sealed with tripping speed specified. Date tags indicating the test date will be applied.</td>
</tr>
<tr>
<td><strong>Governor Ropes</strong></td>
<td>A new governor cable(s) compatible with the specifications for the new governor will be provided. The governor cable is to pass over the governor sheave and under a weighted tension device at the bottom of the hoist way. During normal operation of each elevator, the governor rope will run free and clear of the governor gripping jaws, cable guards and all other stationary parts. A metal tag will be attached to the top of the car-releasing carrier, giving the diameter, material of cable, and with date of cable installation. Tags will be attached in an approved manner.</td>
</tr>
<tr>
<td><strong>Signal Fixtures</strong></td>
<td>New Innovation car &amp; hall signalization shall be provided to replace existing and conform to current code.</td>
</tr>
</tbody>
</table>
| **Included Options** | Pit Stop Switch  
Cartop Inspection Station  
Cartop Railing  
Electronic Loadweigther  
Emergency & Normal Terminal Stopping Device  
Voice and Data Remote Monitoring  
Door Restrictor (integrated to door clutch)  
Engraved Fire Service Instructions on Main Landing  
Clean and Paint as necessary  
On-Board Diagnostics |
Related Work by Other Trades
No cost should be carried in proposal for related work by other trades referenced in our proposal, its attachments or which otherwise may be required.

Site Requirements & Work by Other Trades
The work described below is a summary of work to be performed by others (“Work by Other Trades”) that may be required in conjunction with the elevator modernization performed by contractor (the “Work”). Purchaser shall provide any and all building electrical, structural and mechanical system upgrades required for code compliance, life safety, and proper equipment installation and operation. The Authorities Having Jurisdiction (AHJ) may require additional remedial or preparatory work. All required remedial or preparatory work shall be performed by properly licensed trade contractors in compliance with applicable codes and based on a schedule of performance that allows for uninterrupted progress of the Work. Under no circumstances shall contractor be responsible for any cost associated with the performance of remedial work by others.

Purchaser shall provide the following unless specifically included in contractor’s work:

Electrical
- A properly rated three phase fused disconnect switch, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.
- A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code
- Shunt-trip disconnect if fire sprinklers are present in machine room or hoistway.
- GFI 120 VAC convenience outlets in machine room and pit.
- Separate outlet in the pit area if a sump pump is installed.
- Telephone line service brought to the elevator machine room for emergency communication device.
- Any required RF shielding of TV or radio transmitters, antennae and/or wave-guides.
- Conduit with pull boxes from each elevator bank to any remote fire control or communication panels specified
- If required by building code, standby/emergency power, sufficiently sized to provide power of permanent characteristics to each elevator’s disconnect, simultaneously, upon loss of regular power, including feeders, transfer switches and auxiliary contact signal outputs to elevator controllers.

Machine Room
- A code-compliant machine room. Provide or maintain fire rating as required by building code.
- Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
- Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
- Fire extinguisher inside machine room.
- Minimum clear machine room height of 7’-0”.
- Suitable lighting that provides a minimum of 19 ftc at floor.
- Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

**Hoistway**
- A code-compliant hoistway. Provide or maintain fire rating as required by building code.
- Patching of all holes in hoistway walls with fire rated material.
- Beveling all ledges within hoistway measuring over 4”.
- Removal of any non-elevator related equipment and materials from within the hoistway and proper disposal of oil and other hazardous or non-hazardous substances and materials.
- A guarded light fixture and light switch in pit. Switch must be located 42” above the lowest landing floor level.
- A means of displacing water located in the pit and containing and disposing of oil, chemicals, and other substances in compliance with environmental laws and regulations (contractor assumes no responsibility for discharge of oil, chemicals, and other substances into storm water systems, sanitary sewer systems, retention ponds, etc.).
- Elevator hoistway ventilation to the outside atmosphere as required by building code

**Fire Service**
- Fire alarm smoke detectors with wiring and relays in the machine room terminating at elevator controller.
- Fire alarm initiating devices must be located in front of each elevator entrance as well as in the machine room and at the top of the hoistway.
- Where sprinklers exist in the machine room and/or hoistway, a fire alarm initiating device within 12” of each sprinkler head.

**Access Integration/Security**
- Proposals should include logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s) and Multi-Media Equipment.
- Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.
- Any required software to ensure proper communication between control system(s) and building system(s) shall be the responsibility of others.
• A designated 115V 15A circuit is required at each of the remote monitoring stations.
• Contractor recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.

Counterweighting
• Pricing based upon the existing car to counterweight weight ratio being consistent with elevator industry standards. This is defined as the counterweight weight being equal to the empty car weight plus 40%. The actual assemblies will be weighed during the modernization process. If modifications are required to correct the existing weight balance, these modifications will be provided at additional cost.

RK1 Fuses and Circuit Breakers
• Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current limiting characteristics equivalent to RK1 fuses. Provisions of these fuses are the responsibility of others, not the elevator contractor.

General
• Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.
• Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
• All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the AHJ. If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser’s responsibility.
• Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.
• Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.
• Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.
• Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to contractor. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior to start of the Work.
• Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability
prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.
Appendix A

THE UNIVERSITY OF SOUTHERN MISSISSIPPI
McCarty Hall Elevator Modernization
Request for Bid (RFB) #19-11
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: ____________________________________________________________________
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:
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 disqualified any bid. Please bid as specified or an approved equal.

23.) A copy of the manufacturer’s standard guarantee/warranty shall accompany and become a part of this bid.

24.) There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government contract price without any liability as The University of Southern Mississippi is exempt from the provisions of the Robinson-Patman Act and other related laws. In addition, the U.S. Government has no provisions in any of its purchasing arrangements with bidders whereby a lower price to The University of Southern Mississippi must automatically be given to the U.S. Government.

25.) All invoices, unless noted otherwise, are to be billed to:

The University of Southern Mississippi
Accounts Payable
118 College Drive #5104
Hattiesburg, MS 39406-0001

26.) All equipment bid shall be of current production and of the latest design and construction.

27.) Where all, or part(s), of the bid is requested on a unit price basis, both the unit prices and the extension of the unit prices constitute a basis of determining the lowest responsible and responsive bidder. In cases of error in the extension of price, the unit price will govern.

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

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

AA/EOE/ADA1
APPENDIX C

SAMPLE CONTRACT FOR THE UNIVERSITY OF SOUTHERN MISSISSIPPI TO OBTAIN SERVICES

PART A

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

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

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

WHEREAS, this Agreement was negotiated, made, and entered into by the parties hereto pursuant to a Request For Proposals procedure conducted by University pursuant to relevant Mississippi state law, all as more fully described in University’s RFP #18-23 dated 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. *(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
A. Payment
USM shall pay Contractor within 45 days of receipt of each invoice received from Contractor upon review and confirmation by USM that such payments and all portions thereof are due, justified and warranted based on services received by USM in accordance with §31-7-305(2), Mississippi Code of 1972.

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

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

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

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

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

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

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

I. Indemnification and Insurance
Contractor and its officers shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, USM, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities, from and against all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses and attorney’s fees, arising out of or caused by Contractor and its’ partners, principals, officers, agents, employees or representatives related to actions or inactions of Contractor, its partners, principals, officers, agents, employees and representatives. In USM’s sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc., but in such event, Contractor shall use legal counsel acceptable to USM. Contractor shall be solely responsible for all costs and/or expenses associated with such defense and USM shall be entitled to participate in said defense. Contractor shall not settle any claim, suits, etc., without USM’s written concurrence, which concurrence USM shall not unreasonably withhold.
Contractor, at its expense, agrees to procure and maintain during the term a policy of comprehensive general liability insurance in an amount of not less than five million dollars ($5,000,000), single limit, against claims for bodily injury, death and not less than five million dollars ($5,000,000) for property damage occurring in connection with this agreement. This insurance must name the Board of Trustees of the State Institutions of Higher Learning of Mississippi and USM as additional insureds as to acts or omissions of Contractor and its officers, employees, and agents. The additional insured requirement shall be by endorsement form CG 20 37 0413, or an equivalent or broader form, or by blanket additional insured endorsement, and the general liability coverage shall be primary and noncontributory in respect to insurance maintained by USM or IHL. Further, Contractor agrees to waive any rights of subrogation against IHL or USM. No material change in coverages may occur for USM or IHL without 30 days advanced notice. Contractor must provide USM with a certificate evidencing this insurance coverage no later than the 10 days prior to the effective date of this Agreement, and before any on-site work commences.

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

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

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

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

N. **Ownership of Documents and Work Papers**
USM shall own all documents, files, reports, work papers and working documents, electronic or otherwise, created by Contractor in connection with this agreement.

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

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

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

R. **Inspection of Books and Records**

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

S. **Applicable Law**

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

T. **Venue**

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

U. **E-Verify**

Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated, and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to
one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also
be liable for any additional costs incurred by the State due to contract cancellation or loss of
License or Permit.
V.  Force Majeure
Neither Party shall be deemed in default or otherwise liable hereunder due to its inability to
perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty,
strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war,
act of God, or similar causes beyond the party's control. Any delay in performance shall be no
greater than the event of force majeure causing the delay. If an event of force majeure
continues uninterrupted for a period exceeding six (6) calendar months, either party may elect
to terminate this Agreement upon notice to the other, but such right of termination, if not
exercised, shall expire immediately upon the discontinuance of the event of force majeure.

Contractor’s Initials _______  USM initials _____
CONTRACT FOR THE UNIVERSITY OF SOUTHERN MISSISSIPPI
TO OBTAIN SERVICES

PART C
Exceptions to University of Southern Mississippi Standard Terms and Conditions

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

A.

B.

C.

D.

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

(Insert contractor name_________________________)

BY: __________________________/___________
    Date

UNIVERSITY OF SOUTHERN MISSISSIPPI

BY: __________________________/___________
    Director of Procurement & Contracts
    Date