REQUEST FOR BIDS/PROPOSALS COVERSHEET

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

Date: March 25, 2019

RFP No. 19-29

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

April 23, 2019

Buyer: Deidre Edwards

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

RFP 19-29
Cook Union / Hub Bank Branch

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.

AA/EOE/ADA

Signature Required

THIS IS NOT AN ORDER
THE UNIVERSITY OF SOUTHERN MISSISSIPPI
Cook Union/HUB Bank Branch
Request for Proposals (RFP) 19-29

ISSUE DATE: March 25, 2019

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

BUYER: Deidre Edwards

INTRODUCTION
The University of Southern Mississippi, requests proposals from individual qualified proposers for the operation of one (1) bank branch commencing operation in the Union Complex at Southern Miss in 2019.

SUBMISSION INFORMATION
Sealed Proposals, subject to the conditions made a part hereof, will be April 23, 2019 at 2:00 PM in the USM Procurement and Contract Services office, as indicated in the General Terms, Conditions, and Instructions to Bidders (Appendix C) 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 period 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 April 9, 2019 by 5 PM. Please direct all inquiries about this RFP in writing via electronic mail as follows:
All inquiries’ subject line should read “URGENT INQUIRY. USM RFP #19-29”

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

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** | March 25, 2019
- **Prospective Respondents Written Inquiries Deadline** | April 9, 2019
- **Responses to Inquiries Deadline (Estimated)** | April 12, 2019
- **Proposal Submission Deadline – 2:00 p.m. CDT** | April 23, 2019
- **Award Date (Estimated Target)** | May 1, 2019
- **Contract Effective Date** | June 1, 2019

**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,” “Landlord,” and “Owner” shall refer to the receiver, or buyer, of the services. The terms “Proposer,” “Bidder,” “Respondent,” “Tenant,” and “Contractor,” shall refer to the provider, or seller, of the services.

GENERAL INFORMATION
The University of Southern Mississippi, requests proposals from individual qualified Proposers for the operation of one (1) bank branch commencing operation in the Union Complex in 2019.

The Union Complex at Southern Miss is the “living room” of campus with retail, food, and event and conference services. It is the most heavily used facility on campus visited by more than 2,000 people daily. Conveniently located in the center of campus, the Union Complex consists of three buildings: The Thad Cochran Center, R.C. Cook Union, and The Hub. It includes a food
court, campus bookstore, copy center, post office, administrative offices, ballrooms, atrium and lobby areas, and meeting and event space.

The Premises of the bank branch is to be located on the first floor of the Union Complex. It is situated in a high-traffic location, positioned in a connecting corridor between the two largest buildings in the complex.

The new bank branch is intended to serve the campus population of students, faculty, staff and campus visitors as needed. In addition, the Union Complex at Southern Miss is a frequent site of events and conferences attended by off-campus guests who may require the services of a bank. Presently, four ATMs are available, but no bank branch is located in the Union Complex for opening and managing checking and savings accounts and securing lending services.

GENERAL PROVISIONS FOR PROPOSALS

- The University reserves the right to accept or reject any or all proposals, to accept other than the highest net return to the University and to waive any formality in any proposal.
- The University may, by written notice to all Proposers, revise or amend the Request for Proposal prior to the due date for proposals. If, in the opinion of the University, the revision or amendments will require material changes in proposals, the due date may be extended.
- The University may request a Proposer to furnish supplementary information as is sufficient, in the opinion of the University, to assure the University that the Proposer’s competence, business organization, and financial resources are adequate to successfully perform the contemplated work.
- USM is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-6-1, et seq. If a public records request is made for any information provided to the USM pursuant to this agreement, USM shall promptly notify the Disclosing Party of such request. The Disclosing Party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by court order or required by law.
- Proposals shall not include any brokerage commissions to be paid by Landlord. Brokerage commissions, if any, shall be the sole responsibility of each Tenant.

SCOPE OF SERVICES REQUIRED

A. Financial Institution Requirements

In order for a proposal to be considered, the following requirements must be met by the proposing financial institution:

- The financial institution must have an office or branch located within ten (10) miles of the University.
- The financial institution must have available an adequate array of financial products and services to assist the University today and as it grows and expands in the future.
B. Required Products and Services
Each Proposer must propose to provide a full range of personal bank products and services including but not limited to:

- Access to at least one of the Federal Reserve approved Bank Processing Networks (i.e. Access 24, Alert, Cirrus, Instant Teller, Mac, Most, Plus, Star, the CO-OP, and the Exchange.)
- Checking account products and services.
- Savings account and Certificate of Deposit products and services.
- Credit and debit card products and services.
- Lending product and services.
- ATM near the premises.

C. Requirements for Tenant Improvements to the Premises
Installation of equipment and furniture necessary to operate Tenant’s bank branch will be the sole responsibility of Tenant.

In submitting a proposal to USM, each Proposer is required to provide (See Section V Proposal requirements):

- A detailed description, including pictures or drawings, of the appearance of the bank branch;
- List of equipment that would be used in the Premises.
- Estimated total project costs for the build out with construction costs listed separately from equipment costs;
- Construction schedule (assuming a summer 2019 access date to the Premises) to complete improvements; and
- Source of funding to finance the build out of the Premises.

Tenant is required to use the services of a licensed architect to prepare drawings for the build out of the Premises and must provide as part of the Proposal, information about the architect it plans to use including:

- Architect’s contact and licensing information,
- Architect’s experience with similar projects,
- A minimum of two references for the architect.

D. Lease Term
The lease term is negotiable and is contingent upon the financial investment Tenant makes in building out the Premises. The maximum term allowed by Landlord’s policy is an initial term of three (3) years, and two one (1) year options to extend the lease.
E. Hours of Operation
Landlord and Tenant will mutually determine days and hours of Tenant’s space operation. Initial operational hours shall be set and then, if approved by Landlord, could be adjusted at a later date based on customer demand and other relevant factors.

Retail operations on campus are open throughout the year including some holidays. Operating schedules for breaks and holidays are adjusted according to operational requirements. During the academic year, the Union Complex will be open 7:00 a.m. to 10:00 p.m. Monday through Thursday, 7:00 a.m. to 7:00 p.m. Friday, 8:30 a.m. to 7:00 p.m. Saturday, and 8:30 a.m. to 10:00 p.m. Sunday, which allows Tenants to extend their hours if deemed profitable. During the summer sessions of classes, Union Complex will be open Monday through Sunday, 7 a.m. to 7 p.m.

For the current academic calendar, visit the website: https://www.usm.edu/registrar

F. Rent
Tenant shall pay a minimum base rent of $10 per square foot per year value. The base rent proposed is one of the criteria that the selection committee will use to evaluate proposals.

G. Programming and Sponsorship
In addition to its monthly rent, each Tenant shall propose a financial investment, either annual or monthly, that shall be used for financial literacy programming and marketing and sponsorship opportunities through designated Union complex representatives.

H. Common Area Maintenance (CAM) Expenses
Tenant shall be responsible for general housekeeping and janitorial services to the interior areas of the leased space.

I. Utilities
Landlord shall provide Tenant access to basic utilities including electricity, gas, water, internet and local phone service. Tenant shall be responsible for any additional service costs including, but not limited to, long distance phone services.

J. Campus Parking
The campus requires all vehicles parked on the premises to be registered with Parking and Transit Services and to purchase parking permits annually. Tenant shall have the right for its non-student employees to purchase parking permits at the prevailing employee parking rate charged by Landlord to employees or other affiliates. Currently, the annual rate for employee permits is $162.00 (as of the 2018/2019 academic year).
PRE-PROPOSAL SITE TOUR
All Proposers are encouraged to familiarize themselves with the Union Complex at Southern Miss prior to submitting their proposals. Failure to be familiar with the Request for Proposals shall not relieve the successful Proposer from the necessity of furnishing and installing, without additional cost to the University, any materials and equipment or performing any labor or service that may be required to carry out the intent of the resulting lease.

All Proposers interested in submitting a proposal for the operation of bank branch in the Union Complex are encouraged to schedule a pre-proposal site tour. These tours will be offered on Tuesday, April 2, 2019 between the hours of 9 AM and 1 PM, as well as on Wednesday, April 3, 2019 between 9 AM and 5 PM. Attendees will need to contact Denny Bubrig at dennis.bubrig@usm.edu to schedule their site tour.

Directions to the Union Complex are detailed on the attached Exhibit A. Parking permits and parking information are available from the information booth at the front entrance to campus or by visiting https://www.usm.edu/parking/campus-maps.

It is beneficial that all questions be asked during the pre-proposal conference. Questions after the pre-proposal conference must be made in writing via email to Deidre.Edwards@usm.edu with the subject line reading “URGENT INQUIRY. USM RFP #19-29” and be submitted by April 23, 2019.

SUBMISSION OF PROPOSALS – CONTENTS
The information below is required and must be submitted fully to assure the proposal is deemed responsive. If for any reason, a Proposer cannot provide the required information, that reason must be stated in the Proposer’s response. Omission, inaccuracy, or misstatement may be sufficient cause for rejection of the proposal.

One (1) signed original, two (2) signed copies, and one (1) electronic copy of the proposal shall be submitted in a sealed package by April 23, 2019 at 2 PM, CST. Indicate vendor name, Union Complex Bank Branch RFP 19-29, and opening date of April 23, 2019 on the outside of the sealed envelope or package.

Each proposal should be prepared by providing a straightforward, concise description of the Proposer’s offer to meet the requirements of the RFP and at a minimum include the following sections:

I. Opening Letter: A brief letter prepared on the Proposer’s business stationery should accompany the original and required copies of the proposal.

II. Background: General information about the financial institution and the range of services available through the institution. Proposals must respond to the following requests and be labeled as indicated below:
   a. Institution’s Name and Address
   b. Number of Years in Business
   c. Financial Performance:
i. Most recent audited financial statements or completed financial statements reviewed by independent certified public accountants, such review to include a review opinion and such other documentation as will adequately demonstrate the Proposer’s financial stability.

ii. Market share (%) for the last five years.

iii. Return on Net Assets (RONA) for the last five years. RONA is calculated as Operating Profit (earnings before interest and taxes)/Net Assets.

d. Prior Experience Providing Services Similar to Requirements of this RFP
   i. Indicate which locations (Branches and/or ATMs) in the Hattiesburg and/or adjacent cities in the area you are serving at the present time and any Universities in Mississippi where you have Branches and/or ATMs installed.
   ii. Indicate length of service for each location.
   iii. Provide name and phone number of contact person for each location.

III. Benefits:
   a. Management Summary: A brief synopsis of the Proposer’s understanding of the University’s needs
   b. Strategic Intent: Proposer should explain why acquiring this award would fit in with the firm’s business strategy.
   c. Benefit to the University: The Proposer shall describe how the award will benefit the University.

IV. Proposed Services/Personnel:
   a. Proposed Services: This section must identify how the products and services proposed will satisfy the requirements of the RFP. The ideal response would reiterate each item of the aforementioned Section, item by item and then list the Proposer’s response, item by item so that an evaluator would read the requirement followed by the response. Each Proposer should describe its ATM/Cash Dispensing services, to include the ATM Network(s) used, the fees charged per transaction, average ATM down time, maintenance response time, closes service center(s) and any other descriptive information.
   b. A plan for the day-to-day management and supervision of the bank branch. This plan should identify the number of employees staffing the bank.
   c. Personnel: This section should describe the background and experience of the personnel who are to be assigned to the project if the Proposer is awarded the Lease. It should also indicate the proposed project role or assignment of each individual, the amount of time projected for each individual, their role in other assignments during this engagement, as well as their role in jobs noted under prior experience listed above.

V. Financial considerations for exclusive on-campus banking should include, but are not limited to, the following:
a. Rent - The University is currently looking for a rental rate of no less than $10.00 per square foot per year for the Bank space. Other amounts will be considered in relation to the proposal of Programming and Sponsorship values.

b. Programming – annual payment or other proposed support to create financial literacy program for our students and employees.

c. Sponsorship – provide funding for annual marketing and promotional opportunities

If the Proposer would like to propose another structure for rent payment and financial obligations with this as a guarantee, they may do so in this section.

VI. Space Improvements to the Premises
Proposer will coordinate with Landlord on improvements to the space and provide necessary documentation as required during the construction phase. A description of the Proposer’s space improvements to the premises including layout, signage, and a proposed equipment list. Proposer should include artist’s rendering, or photographs of branches, showing colors and design of the customer service facade.

In addition, provide the following items:

a. Estimated project costs with construction costs shown separately from equipment costs,

b. Project schedule for completion of those improvements, and

c. Source of funding to finance the build out of the Premises.

d. Identify the name of the architect you plan to use and include the following information:

   i. Architect’s contact and licensing information,

   ii. Architect’s experience with similar projects, and

   iii. Contact information of at least two recent clients who will serve as references.

VII. Lease Terms
Each Proposer, by submission of a proposal, accepts the terms and conditions set forth herein unless stipulated as a Lease exception. Each Proposer must list all exceptions to the terms and conditions of the Sample Lease on a separate sheet entitled “Exceptions to Proposed Terms and Conditions.” Page and paragraph number must identify each exception. Failure to list exceptions will cause it to be assumed that Proposer accepts all terms and conditions of Sample Lease as set forth in the Sample Lease. Any proposed modifications to the lease shall be subject to University’s sole and absolute approval.

VIII. References

   a. Minimum of three (3) current references

   b. Must contain the name of each organization, preferably higher education institutions with branches from your organization, point of contact, and telephone number. The university may or may not contact one or more of these references, and in addition, may contact any other reference of his choosing.
EVALUATION OF PROPOSALS
USM reserves the right to conduct discussions with any or all respondents, or to make an award of a contract without such discussions based only on evaluation of the written proposals. USM reserves the right to contact and interview anyone connected with any past or present projects with which the respondent has been associated. USM likewise reserves the right to designate a review committee to evaluate the proposals according to the criteria set forth under this section. USM may make a written determination showing the basis upon which the award was made, and such determination shall be included in the procurement file.

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

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

- Experience of the Proposer in providing banking and ATM services
- Description of the proposed products and services provided
- References
- Economic benefit analysis

PROPOSAL SUBMISSION
- Proposals shall be submitted in sealed packages (envelopes or boxes) as set forth above. Please make sure that the RFP number is clearly visible on the outside of the package.

- The proposal package must be received on or before April 23, 2019 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 B) 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.

- Proposals received after the stated due date and time will not be opened or considered.
TWO-PHASE, BEST AND FINAL OFFER

- If the initial proposals do not provide USM with a clear and convincing solution, or if USM feels it is appropriate to offer the potential providers an opportunity to submit revised proposals, USM reserves the right to use a two-phase approach and/or invite Best and Final Offers (BAFO). Based on the information obtained through the proposal submittals (Phase-One), USM may choose a specific business model, and potential providers may be asked to submit revised proposals based upon that specific model.

- The evaluation committee may develop, for distribution to the top-ranked firms, refined written terms with specific information on what is being requested as a result of information obtained through initial RFP submittal process. Proposers may be asked to reduce cost or provide additional clarification to specific sections of the RFP. Selected proposers are not required to submit a BAFO and may submit a written response notifying the solicitation evaluation committee that their response remains as originally submitted.

TERM OF CONTRACT

- It is USM’s intention to enter into a three-year contract beginning in 2019. However, upon mutual agreement of both parties, in writing it may be renewed for up to two additional 12-month periods.

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

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

OTHER CONTRACT REQUIREMENTS
• **Award Terms:** This contract shall be awarded at the discretion of the University based on the capabilities and overall reputation of the Supplier, as well as the cost. 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 D)*. Proposal should include any desired changes to the standard contract. Significant changes to the standard contract may be cause for rejection of a proposal.

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

  • Request for Proposals (RFP) is issued to prospective suppliers.

  • A deadline for written questions is set.

  • Proposals will be received.

  • Unsigned proposals will not be considered.

  • All proposals must be received by USM no later than the date and time specified on the cover sheet of this RFP.

  • At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of each respondent will be announced.

  • Proposal evaluation: The University will review each proposal.
• At their option, the evaluators may request oral presentations or discussions for the purpose of clarification or to amplify the materials presented in the proposal.

• Respondents are cautioned that this is a request for proposals, not a request to contract, and USM reserves the unqualified right to reject any and all proposals when such rejection is deemed to be in the best interest of the University.

• The proposals will be evaluated according to the criteria set forth in this RFP.
Appendix A

THE UNIVERSITY OF SOUTHERN MISSISSIPPI
Cook Union/HUB Bank Branch
Request for Proposals (RFP) 19-29
Directions to Cochran Center, Cook Union, and Hub

Directions to Cochran Center, Cook Union, and Hub

Traveling South on Highway 49
- Less than one mile after traveling under I-59, look for a sign on the right showing Exit to the Coliseum and 4th Street.
- On Hwy 49, take the West 4th Street Exit (follow signs to Coliseum). Turn left on service road.
- Take right onto West 4th Street.
- On West 4th Street, take left at first traffic light onto Golden Eagle Avenue.
- Take third left into the Visitor’s Parking Lot.

Traveling North on Highway 49
- At the Hwy 49/Hardy Street intersection, turn left onto Hardy Street.
- Take immediate right onto Service Drive.
- Follow Service Drive to traffic light.
- Take left onto West 4th Street.
- On West 4th Street, take left at first traffic light onto Golden Eagle Avenue.
- Take the third left into the Visitor’s Parking Lot.

Call 601.266.4399 to speak to Event Services for assistance
Appendix B

THE UNIVERSITY OF SOUTHERN MISSISSIPPI
Student Union/HUB Bank Branch
Request for Proposals (RFP) 19-29
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 disqualify any bid. Please bid as specified or an approved equal.

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

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

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

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

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

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

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

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

AA/EOE/ADAi
APPENDIX D

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 #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
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, 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 uninterruptedly 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 _____
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