



**THIS IS NOT
AN ORDER**

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

Date: December 23, 2024

BID No. 25-26

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. CT

January 14, 2024

Buyer: Amber Floyd

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

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

These terms will apply per Mississippi law.

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

NOTE: If you cannot quote on the e
QUANTITY

	DESCRIPTION	UNIT PRICE	TOTAL NET PRICE
	BID 25-26 Advnaced Battery System RFx # 3160007080		
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 Un v os U ssippi.
Shipment can be made in _____ days from receipt of order. DATE _____
Return quotation to Procurement Services at above address.

Signature Required _____

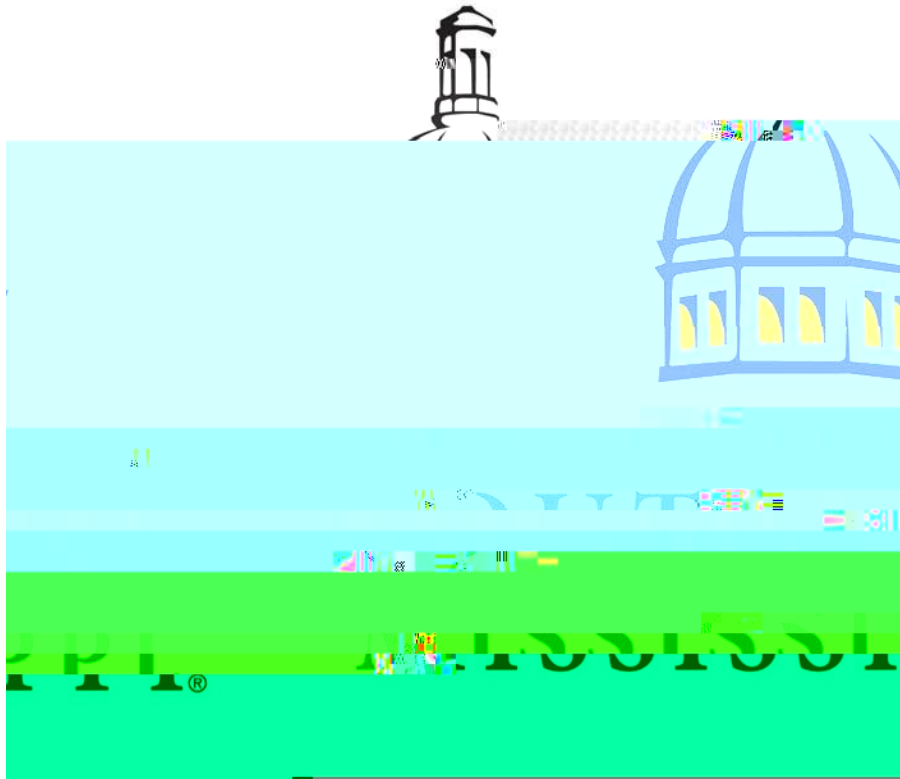
THE UNIVERSITY OF SOUTHERN MISSISSIPPI

- a. Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
 - b. Any limitation of liability for claims related to the following items:
 - i. Infringement issues;
 - ii. Bodily injury;
 - iii. Death;
 - iv. Physical damage to tangible personal and/or real property; and/or the intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
 - c. Any requirements that the University pay interest, except for those in conjunction with USM's standard payment terms of Net 45 days. Payments made beyond 45 days are subject to late fees and interest.
 - d. Any terms and conditions in the purchase contract that conflict with the laws of the State of Mississippi. Any such instances shall require a revision of the terms and conditions to ensure compliance with Mississippi state law.
 - e. Any provision requiring USM to pay attorney's fees, prejudgment interest or costs associated with any legal action to or for the Vendor, except that which are ordered by a court of competent jurisdiction.
- 14.) Bid files can only be examined during normal working hours by interested parties, but only after the official award has been made.
- 15.) 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.
- 16.) 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.
- 17.) Alternate bids, unless specifically requested or allowed, will not be considered.
- 18.) Bid openings will be conducted open to the public. However, they will serve only to open the bids. No discussion will be held 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.
- 19.) Prices quoted shall be firm for the term of the contract or for the stated time of acceptance.
- 20.) The bidder understands that The University of Southern Mississippi is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimi

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.

- 21.) 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.

- 28.) A copy of the manufacturer's standard guarantee/warranty shall accompany and become a part of this bid.
- 29.) 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.
- 30.) All invoices, unless noted otherwise, are to be billed to:
- The University of Southern Mississippi
IT Invoices
118 College Drive #5181
Hattiesburg, MS 39406-0001
ITInvoices@usm.edu
- 31.) All equipment bids shall be of current production and of the latest design and construction.



C-Worker 5 Upgrade

REQUEST FOR BIDS

October 25, 2024
