



**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: February 21, 2023

BID No. 23-21

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

March 14, 2023

Buyer: Deidre Edwards

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 exact material shown, please indicate any exception giving brand name and complete specifications of any alternate. If additional space is required, use a separate sheet or letter of transmittal.

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL NET PRICE
		<p align="center">RFP 23-22 Enrollment Management Support Services</p> <p align="center">RFx # 3160005715</p> <p>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.</p>		

We quote you as above - F.O.B. The University of Southern Mississippi.
Shipment can be made in _____ days from receipt of order. DATE _____
Return quotation to Procurement Services at above address.

Signature Required _____



REQUEST FOR PROPOSAL (RFP # 23-22)

for

ENROLLMENT MANAGEMENT SUPPORT SERVICES

Issued: February 21, 2023

**Proposals to be opened on
March 14, 2023 at 2:00 p.m. CST**

The University of Southern Mississippi

Procurement Services

118 College Drive #5003

214 Bond Hall

Hattiesburg, MS 39406

Table of Contents

Section I: BACKGROUND AND OBJECTIVES..... 3

 Background about The University of Southern Mississippi 3

 Objectives of the Request for Proposals..... 3

Section II: SCOPE OF WORK..... 4

Section III: INSTRUCTIONS TO RESPONDENTS..... 5

 Submission Instructions..... 5

 Questions.....6

 Schedule.....7

 Submission Requirements..... 7

Section IV: BASIS OF SELECTION..... 8

 Evaluation of Bids: Rating (Scoring of Proposal Responses)..... 8

 Evaluation of Bids: (Optional) Short List Interviews..... 8

Section V: SPECIAL TERMS AND CONDITIONS..... 9

 Reservation of Right by the University..... 9

 Confidential Information.....9

 Submittal Rejection/Right to Disqualify.....10

 Sample Contract Attached.....10

 Insurance Requirements.....10

APPENDIX A: SUBMISSION INFORMATION FORM..... 11

APPENDIX B: SAMPLE CONTRACT..... 12

SECTION I: BACKGROUND AND OBJECTIVES

Background about The University of Southern Mississippi

Founded in 1910, The University of Southern Mississippi opened its doors as a small teachers' college. Today, the University has grown into a comprehensive doctoral and research-driven institution with a proud history and an eye on the future.

Not only is Southern Miss a haven for the arts, but the University maintains a tradition of success in both academics and athletics, offering undergraduate and graduate degrees in more than 180 programs through six degree-granting colleges. A dual-campus university, Southern Miss serves students on campuses in Hattiesburg and Long Beach, in addition to five teaching and research sites in Mississippi and Online at Southern Miss.

Hattiesburg Campus

Characterized by history and tradition, the Hattiesburg campus sits on 300 acres in the middle of the city. More than 180 buildings dot a landscape that has been transformed into a pedestrian-friendly environment for students, employees and visitors. From the rustic, industrial feel of the Southern Wing Company at the Power House restaurant to the ultra-modern Trent Lott Center, the campus has a character and charm all its own in the heart of an urban setting.

Gulf Park Campus

Surrounded by live oak trees and situated along the waters of the Gulf of Mexico sound, the 52-acre Gulf Park campus in Long Beach provides a beautiful setting for both learning and research within the Blue Economy. Not only is it the only beachfront campus in the state, but the Gulf Park campus offers educational opportunities ranging from freshman coursework to doctoral degree programs.

For more information about The University of Southern Mississippi, please visit www.usm.edu.

Objectives of RFP

Specifically, the goals of the University include:

- 1) Increasing the number of qualified prospects that express interest in attending The University of Southern Mississippi,
- 2) Increasing the number of qualified applicants at the top end of the admissions funnel (prospect/inquiry stage)
- 3) Increasing the conversion rate between prospect/inquiry to admit yield

- 4) Increasing the level of academic preparation of entering students,
- 5) Increasing the marketing to parents of prospects who express an interest in The University of Southern Mississippi and,
- 6) Increasing brand awareness and social media of The University of Southern Mississippi through display advertising.

SECTION II: SCOPE OF WORK

The University of Southern Mississippi's Office of Admissions is seeking a vendor to provide enrollment management support (direct marketing and enrollment consulting services) to improve the effectiveness of The University of Southern Mississippi's recruitment efforts as we seek to achieve the goals and objectives listed above.

Proposers should provide a proposal that clearly specifies direct prospect/inquiry level marketing techniques, tools, experiences, expertise, and technological tools that will be used to meet the above stated goals. Proposals should include proposed timelines as well as any training and technology requirements, including technical specifications required on the part of the University.

Through this RFP, the University requires evidence of experience with providing consulting services to higher education organizations. Proposals will be evaluated according to the following, therefore Proposers must specifically address these elements in the same order in their proposal:

- 1) Discuss your approach to identifying qualified high school Sophomores, Juniors, and Seniors through the use of multiple channels of available "search" sources.
- 2) Discuss your approach to direct marketing services that include message development, publication design and creation, distribution management, communication planning and tracking, and responding to the leads generated by direct marketing campaigns. Provide samples of marketing materials produced and used in the execution of prospective student recruitment campaigns at other higher education institutions.
- 3) Discuss your development and delivery of analytical reports that demonstrate effectiveness of direct marketing efforts. Provide samples of the same.
- 4) Provide evidence of assisting institutions in the following areas: with effective prospect funnel management from the initiation of student search programs; converting the prospects to inquiries and inquiries to applicants by maintaining communication with prospective students to encourage them to inquire and apply

for admission. Special attention should be placed on funnel conversion (students progressing through the funnel) and receive appropriate sequenced communication.

- 5) Discuss why your company should be chosen over any other proposers. Your response should at a minimum provide the following:
 - a.) Documentation that supports your track record for increasing enrollment. What guarantees does your company provide?
 - b.) Justification as to why your company is uniquely capable of providing greater results than other proposers (methodologies, approaches, strategies, techniques, etc., that contribute to your success).
 - c.) Evidence that demonstrates successful experience in developing and executing parent communication plans.
 - d.) Anticipated return on investment in increased tuition revenue based on experience with previous clients. (Specific examples, if possible)
 - e.) A company overview, to include relevant experience, qualifications, and three (3) references of accounts of a similar size and nature undertaken within the past three (3) years by the company.
- 6) Identify any additional offerings and/or incentives your company would provide as part of your proposal, such as financial incentives, discounts, etc.

SECTION III: INSTRUCTIONS TO RESPONDENTS

SUBMISSION INSTRUCTIONS

The Request for Proposal (RFP) #23-22 is a solicitation process, which is expected to culminate in a negotiated agreement between the University and a qualified contractor. In order to expedite the evaluation process and allow the best and most fair evaluation of each proposal, all RFP responses should attempt to follow a consistent format. Proposals should include as much of the requested information as possible and be organized according to the project proposal requirements. Information should be as specific as possible. Bullet-points, graphs and/or charts will assist university reviewers.

Interested proposers must submit one (1) original, two (2) copies and one (1) electronic version (USB flash drive) of the proposal, all of which must then be submitted in a sealed envelope bearing the name and address of the proposer and the RFP number (RFP # 23-22). **All RFP submissions must be received by 2 p.m. Central Standard Time on Tuesday, March 14, 2023.**

The proposal should be addressed to:

Steve Ballew
Director of Procurement and Contract Services
University of Southern Mississippi

For regular mail:

118 College Drive, Box 5003
Hattiesburg, MS 39406
RFP # 23-22

For hand delivery:

214 Bond Hall
Hattiesburg, MS 39406
RFP # 23-22

For FedEx and UPS:

2609 W. 4th Street
Hattiesburg, MS 39401
RFP #23-22

Please note that if you intend to respond, we request that you submit an “Intent to Bid” using the link on the RFP’s line on the Bid Calendar at <https://www.usm.edu/procurement-contract-services/current-bids-and-sole-source-notices.php> under RFP 22-23 in the event we have any amendments to the solicitation.

QUESTIONS

The deadline for questions is March 3, 2023, by 12:00 noon CST by the stated deadline. Questions regarding the RFP should be in writing, emailed to bids@usm.edu. Where clarification is needed for all proposers, a written response will be provided via email from Steve Ballew by or before noon on March 6, 2023. Registering your Intent to Propose will help ensure you are notified of any updates or changes to the RFP.

The University of Southern Mississippi accepts no responsibility for, and the respondent agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by The University.

Schedule

The schedule for this RFP is as follows:

Action	Due Date
1. Release of Request For Proposal	1. Tuesday, February 21, 2023
2. Deadline for submitting questions to USM	2. Friday, March 3, 2023
3. Deadline for USM submitting responses to questions	3. Tuesday, March 7, 2023
4. Deadline for submitting RFP to USM	4. Tuesday, March 14, 2023
5. Presentations with short list of respondents (if necessary)	5. Monday, March 20, 2023
6. Best and Final Offers (BAFO) deadline (if requested)	6. Wednesday, March 22, 2023
7. Proposer Chosen for Negotiations (approximately) (if no presentations or BAFO)	7. Wednesday, March 20, 2023
8. Award of Contract (approximately)	8. Friday, April 21, 2023

Submission Requirements

Responses should be formatted in accordance with the requirements entitled “Section II: Scope of Work” of this Request for Proposal document, i.e., it should attempt to follow a format consistent with the list of evaluated elements in that section. Your submittal should include:

1. Responses to requirements in Section II: Scope of Work.
2. A completed and signed **Appendix A** – Submission Information Form.
3. A statement that the proposal will remain in effect for a minimum of 90 days.

4. A signed acknowledgement indicating the proposer's awareness and agreement to comply with the terms of this RFP.
5. A signed coversheet provided with the RFP document.

NOTE: The University of Southern Mississippi's name, logo, crest, etc. should not be used without the prior written consent of The University.

SECTION IV: BASIS OF SELECTION

All proposals will be evaluated upon the following criteria. All criteria to be rated are to be considered mandatory for the proposal to be considered responsive.

Selected respondents may be requested to participate in either a live or on-line presentation concerning the products and services offered.

Evaluation of Bids: Rating (Scoring) of Proposal Responses

Listed in the order of Importance

Qualifications and Experience of the Respondent

- Demonstrates understanding of the project requirements and objectives
- The Proposer's relevant reputation, experience, and qualifications
- Company Information – company overview
- Relevant experience, qualifications, and three (3) references of accounts of a similar size and nature undertaken within the past three (3) years by the company

Project Work Plan

- Proposed realistic time frames, allocation of personnel to tasks and effort

Approach and Methodology

- Suitability of approach and methodology to meet project objectives and University goals

Financial Proposal

- Provided a clearly delineated project budget for all proposed activities
- Proposed payment schedule, incentives, discounts

Written Proposal

- All project requirements addressed
- Overall completeness and clarity of proposal

Evaluation of Bids: (Optional) Short List Interviews

As a result of the evaluation of each proposal submitted, The University of Southern Mississippi will determine the best overall value to the University from the proposals received. The University reserves the right, but is not required, to ask that short-listed Proposers and their project team attend an interview with the University. Components of any interview would include a Proposer presentation and a question and answer session. If an interview is desired, the University will notify the respondent in writing.

SECTION V: SPECIAL TERMS AND CONDITIONS

Reservation of Right by the University

The University has sole discretion and reserves the right to reject any and all proposals received in response to this RFP and to cancel the RFP at any time prior to entering into a formal agreement. The University reserves the right to reasonably request additional information or clarification of information provided in the proposal without changing the terms of the RFP. The University also reserves the right to request a Best and Final Offer (BAFO) from the respondents whose proposals are evaluated as either "Acceptable" or "Potentially Acceptable," but in no way is the University bound to request a BAFO. Therefore, it behooves each respondent to submit what they consider as their best offer with its first submission.

The RFP does not commit the University to procure or award a contract for the scope of work described herein. The University also reserves the right to waive any technicalities or irregularities in any proposal.

Proposers acknowledge and agree that the University shall not be liable for any costs, expenses, losses, damages or liabilities incurred by the proposers or any member thereof as a result of, or arising out of, a proposal submittal.

All information submitted in response to this RFP shall become the property of the University, and as such, may be used by the University in any manner.

Confidential Information

Information requested in the RFP and deemed by the Proposer to be privileged and confidential may be submitted, but should be marked "Privileged and Confidential Information." Respondents are encouraged to mark as confidential only that material that they believe to be protected by law. The University will use reasonable efforts to protect such information from disclosure to the extent authorized by law. Respondents recognize that University is a public agency of the state of Mississippi and is subject to the Mississippi Public Records Act, Section 25-61-1, *et seq.*, Miss. Code Ann. No party to

this solicitation process shall be liable to the other party for disclosures of information required by court order or required by law. If any third party requests that the University release material submitted by a respondent in this process, the University would notify such vendor of the third party request before providing a response to the third party. It would then be the responsibility of the Proposer to seek a protective or similar order of the requested material. Be aware that the University has seven (7) days to respond to a public records request.

Submittal Rejection / Right to Disqualify

Submittal of terms, conditions, and/or agreements may result in rejection if such terms, conditions, or agreements are deemed unacceptable by the University in its sole discretion. The University reserves the right to disqualify any Proposer who fails to provide information or data specifically requested herein or who provides materially inaccurate or misleading information or data, or who attempts to influence the selection process outside the procedures established herein. The University also reserves the right to disqualify any Proposer on the basis of any real or apparent conflict of interest at the sole discretion of the University.

Sample Contract Attached

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

Insurance Requirements

Commercial General Liability, Business Automobile Liability, Workers Compensation and Professional Liability Insurance are requested from firms that enter into a professional services contract with the University and who provide services on location on campus. This information is being provided for informational purposes only. Insurance coverage and limits will be determined and an actual insurance attachment prepared based on the proposed services submitted by the chosen service provider.

APPENDIX A - SUBMISSION INFORMATION FORM

The below signatory is a partner, principal, or officer of the Proposer and is authorized to submit this proposal. This Request for Proposal response is made without any collusion with any other Corporation, Firm, Entity, or Person.

Additionally, no member of the University of Southern Mississippi is, will be, or has become interested, directly or indirectly, as a Contract in party, Partner, Stockholder, Surety or otherwise in, or in the performance of any contract that may eventually arise from this project, or in the supplies, work, or business to which it is related, or in any portion of the profits thereof, or in any of the money to be derived from.

Name of Firm: _____

Signature (Print Name and Title): _____

Dated: _____ day of _____, 2023

Contact Information:

Address: _____

Phone: _____

Fax: _____

Email: _____

APPENDIX B - SAMPLE CONTRACT

FOR THE UNIVERSITY OF SOUTHERN MISSISSIPPI
TO OBTAIN SERVICES
PART A

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

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 #22-23 dated 2/21/23, 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:

1) 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.

2) 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.

- 3) 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.*

4) Notices

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

For Contractor:

For USM:

P.O. Box _____
Hattiesburg, MS 39406

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

(Insert contractor name _____)

BY: _____ / _____
Date

UNIVERSITY OF SOUTHERN MISSISSIPPI

BY: _____ / _____
Date

CONTRACT FOR THE UNIVERSITY OF SOUTHERN MISSISSIPPI

PART B

UNIVERSITY OF SOUTHERN MISSISSIPPI

STANDARD TERMS AND CONDITIONS

A. Payment

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

B. Availability of Funds

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

C. Representation Regarding Contingent Fees and Gratuities

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

D. Equal Employment Opportunity

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

E. Assignment Prohibition

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

F. Authority to Contract

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

G. Failure to Enforce

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

H. Contractor-Independent Contractor

Contractor shall at all times be regarded as and shall be legally considered an independent contractor and neither Contractor nor its employees shall, under any circumstances, be considered servants, agents or employees of USM, and USM shall at no time be legally responsible for any negligence or other wrongdoing by Contractor, its partners, principals, officers, agents, employees or representatives. USM shall not be responsible for any federal and state unemployment tax, federal or state income taxes, Social Security taxes, or any other amounts for the benefit of

Contractor or any of its partners, principals, officers, agents, employees or representatives. USM shall not provide to Contractor, its partners, principals, officers, agents, employees or representatives any insurance coverage or other benefits, including, but not limited to, Worker's Compensation, which are normally provided by USM to its employees. Contractor's personnel shall not be deemed in any way, directly, indirectly, expressly or by implication, to be employees of USM. Nothing contained in this agreement or otherwise shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any similar relationship between USM and the Contractor. At no time shall Contractor be authorized to do so and at no time shall Contractor act as an agent for or of USM.

I. Indemnification and Insurance

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

Contractor, at its expense, agrees to procure and maintain during the term a policy of commercial general liability insurance in an amount of not less than one million dollars (\$5,000,000), single limit, against claims for bodily injury, death and not less than one million dollars (\$1,000,000) for property damage occurring in connection with this agreement. This insurance must name the Board of Trustees of the State Institutions of Higher Learning of Mississippi and USM as additional insureds as to acts or omissions of Contractor and its officers, employees, and agents. Contractor must provide USM with a certificate evidencing this insurance coverage no later than the 10 days prior to the effective date of this Agreement.

J. Attorney's Fees and Expenses

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

K. Patents and Copyrights

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

L. Disputes

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

M. Modifications to Agreement

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

N. Ownership of Documents and Work Papers

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

O. Severability

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

P. Termination for Convenience

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

Q. Termination for Cause

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

R. Inspection of Books and Records

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

S. Applicable Law

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

T. Venue

Each of the parties hereto hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state courts of Forrest County, Mississippi, with respect to any litigation arising out of, or related to, this agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts). Each of the parties hereto

irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this agreement of the transactions contemplated hereby, in the state courts of Forrest County, Mississippi, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum.

U. E-Verify

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

V. Force Majeure

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

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 Date
Procurement & Contracts

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

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS FOR BIDS/PROPOSALS

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

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

The University of Southern Mississippi
Procurement Dept. (Bid)
Bond Hall, Room 214
Hattiesburg, Mississippi

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

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

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

The University of Southern Mississippi
Procurement Dept. (Bid)
2609 West 4th Street
Hattiesburg, MS 39401

- 5.) Bids or proposals shall not be modified, corrected, altered, or amended after the specified closing time and the opening of such bids, unless otherwise noted in the request for bids or proposals.
- 6.) The University of Southern Mississippi reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidders, to accept any items on the bid. If the bidder fails to state the time within which bids must be accepted, it is understood and agreed that The University of Southern Mississippi shall have 60 days to accept. The University of Southern Mississippi reserves the right to make an award to this bid on an all or none basis, or on a line by line basis, whichever serves the best interest of The University of Southern Mississippi.
- 7.) Contracts and purchases will be made or entered into with the lowest, responsible bidder meeting specifications.
- 8.) A written purchase order or contract award mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or in part without the written consent of The University of Southern Mississippi.
- 9.) Bid files may be examined during normal working hours by bid participants. Non-participants will be prohibited from obtaining any information relative to the bid until the official award has been made.
- 10.) If purchase orders or contracts are canceled because of the awarded vendor's failure to perform or request for price increase, that vendor shall be removed from our bidders' list for a period of 24 months.
- 11.) No addendum will be issued within a period of two (2) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the two-day period prior to the bid opening, the bid date will be reset giving bidders ample time to answer the addendum.
- 12.) Alternate bids, unless specifically requested or allowed, will not be considered.

- 13.) Bid openings will be conducted open to the public. However, they will serve only to open the bids. No discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied at the bid opening. After the close of the bid opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by bidders. Proposal openings are not required to be open to the public; however, the resulting award is open for public inspection.
- 14.) Prices quoted shall be firm for the term of the contract or for the stated time of acceptance.
- 15.) The bidder understands that The University of Southern Mississippi is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other such discrimination; and the bidder, by signing this bid, agrees during the term of agreement that the bidder will strictly adhere to this policy in its employment practices and provision of products or services.
- 16.) Bidders must upon request of The University of Southern Mississippi furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The University of Southern Mississippi reserves the right to make the final determination as to the bidder's ability.
- 17.) Questions or problems arising from bid procedures should be directed to the Buyer listed on the solicitation at:

The University of Southern Mississippi
118 College Drive #5003
Hattiesburg, MS 39406-0001
Phone: (601) 266-4131

- 18.) All items must equal or exceed the specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used.
- 19.) It is the intent of the specifications to obtain a product that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective bidder to review the entire Invitation to Bid packet and to notify The University of Southern Mississippi if the Specifications, Instructions, General, or Special Conditions are formulated in a manner which would unnecessarily restrict competition.
- 20.) It shall be incumbent upon the bidders to understand the specifications. Any requests for clarifications shall be in writing and shall be submitted to our Procurement Services

office at least five (5) days prior to the time and date set for the bid opening, unless otherwise noted in the bid or proposal specifications.

- 21.) The minimum specifications are used to set a standard and in no case are used with the intention to discriminate against any manufacturer. Bidders should note the name and the manufacturer and model number of the product they propose to furnish and submit descriptive literature.
- 22.) Trade names, brand names, and/or manufacturer's information used in these specifications are for the purpose of establishing quality, unless otherwise noted. Bids on products of other qualified manufacturers are acceptable, provided they are demonstrated as equal to those specified in construction, design and suitability. Each bidder shall submit with his bid a complete brochure with pictures on each item and shall point out specifically any deviations from the specified items. Failure to do so may disqualify any bid. Please bid as specified or an approved equal.
- 23.) A copy of the manufacturer's standard guarantee/warranty shall accompany and become a part of this bid.
- 24.) There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government contract price without any liability as The University of Southern Mississippi is exempt from the provisions of the Robinson-Patman Act and other related laws. In addition, the U.S. Government has no provisions in any of its purchasing arrangements with bidders whereby a lower price to The University of Southern Mississippi must automatically be given to the U.S. Government.
- 25.) All invoices, unless noted otherwise, are to be billed to:

The University of Southern Mississippi
Accounts Payable
118 College Drive #5104
Hattiesburg, MS 39406-0001
- 26.) All equipment bid shall be of current production and of the latest design and construction.
- 27.) Where all, or part(s), of the bid is requested on a unit price basis, both the unit prices and the extension of the unit prices constitute a basis of determining the lowest responsible and responsive bidder. In cases of error in the extension of price, the unit price will govern.
- 28.) All bidders/respondents are on notice that USM is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-6-1, *et seq.* If a public records request is made for any information provided to the USM pursuant to this solicitation, USM shall promptly notify the Disclosing Party of such

request. The Disclosing Party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by court order or required by law. For clarity, documents are not considered public record unless and until an award is made from such solicitation.

- 29.) Should the University of Southern Mississippi close due to inclement weather conditions, or any other unforeseen events on the bid opening date, sealed bids will open the following business day at the same time and location.
- 30.) As an alternative to traditional sealed bids in envelopes, the University of Southern Mississippi is capable of receiving electronic bid responses. While this option is available, it is not required and we ask that all potential respondents keep in mind that with any electronic system there could be delays or glitches with the submission process; therefore the University highly encourages traditional sealed bids which are either mailed or submitted in person. Should a vendor choose to submit their response electronically, please follow the instructions below using the following website: https://www.ms.gov/dfa/contract_bid_search/Home/Sell. On this site you will find helpful links to procurement opportunities, as well as a link to supplier registration. If not already registered in this system, potential bidders will first need to click on 'Supplier Registration' and follow the steps outlined (a one-time process). Once registered, they can return to the original website and click on 'Procurement Opportunities' where they can either search by keyword for the bid they desire to respond to or leave the search box blank and click 'Search' for a listing of all current bids and proposals for the various State of Mississippi offices. Instructions in how to respond to an RFX in M.A.G.I.C. the following link is provided <http://upperform.magic.ms.gov/gm/folder-1.11.9125?mode=EU&primaryCSH=RFX%2Cresponses>

NOTE: If you experience any problems with submitting your response through M.A.G.I.C. Please email the M.A.G.I.C. IT Helpdesk at mash@dfa.ms.gov

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

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

AA/EOE/ADA