



**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: September 28, 2020

Bid No. 21-21

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

October 23, 2020

Buyer: Jessica Whitten

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">RFx #3160003919</p> <p align="center">DESCRIPTION</p> <p>RFP 21-21 Economic and Workforce Analytics Software</p> <p>PROPOSAL MUST BE RETURNED TO THE UNIVERSITY IN ACCORDANCE WITH THE SPECIFICATIONS. BID 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 _____ TERMS _____
Return quotation to Procurement Services at above address.

Signature Required _____

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

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS FOR BIDS/PROPOSALS

- 1.) Failure to examine any drawings, specifications, and instructions will be at bidder ' s risk.
- 2.) Samples of items when called for must be furnished free of expense and if not destroyed in testing, will, upon request, be returned at the bidder ' s expense. Request for the return of samples must be made within ten (10) days following opening bids. Each individual sample must be labeled with bidder ' s name and manufacturer ' s brand name and number.
- 3.) Bids must be signed and sealed with bidder ' s name and address on the outside of the envelope, and the time and date of the bid opening and the bid file number shown in the lower-left corner of the packages; envelopes, express mailing labels, boxes, etc.
- 4.) In order for your bid to be considered, it must be received and time stamped in our office by 2:00 P.M. of the bid opening date. It is the responsibility of the vendor to ensure their bid is received within the appointed time. If your bid package is not received in Bond Hall, Room 214, by 2:00 P.M. of the bid opening date, it will not be considered.

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

The University of Southern Mississippi
Procurement Services
Bond Hall, Room 214
Hattiesburg, Mississippi

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

The University of Southern Mississippi
Procurement Services
118 College Drive #5003
Hattiesburg, MS 39406-0001

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

The University of Southern Mississippi
Receiving Department
2609 West 4th Street
Hattiesburg, MS 39401

- 5.) Bids or proposals shall not be modified, corrected, altered, or amended after the specified closing time and the opening of such bids, unless otherwise noted in the request for bids or proposals.
- 6.) The University of Southern Mississippi reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidders, to accept any items on the bid. If the bidder fails to state the time within which bids must be accepted, it is understood and agreed that The University of Southern Mississippi shall have 60 days to accept. 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/ADA



THE UNIVERSITY OF
SOUTHERN
MISSISSIPPI®

Economic and Labor Market Analyst Online Software License

REQUEST FOR PROPOSAL (RFP)

#21-21

Issued: September 28, 2020

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1. Information to Vendors

1.1. *Issuing Institution / Department / Unit*

The University of Southern Mississippi
Procurement & Contract Services

1.2. *Contact Information*

Proposal Information and Questions:

Jessica Whitten
The University of Southern Mississippi
118 College Drive #5003
Hattiesburg, MS 39406
Jessica.L.Turner@usm.edu

Technical Information:

Tasha May
The University of Southern Mississippi
118 College Drive
Hattiesburg, MS 39406
bids@usm.edu

1.3. *Important Dates*

See Cover Sheet or contact the Proposal Information Contact(s) listed in Section 1.2.

1.4. *Terminology*

The term "RFP" refers to this Request for Proposals document.

For purposes of this RFP, the terms "Contractor," "Vendor," "Bidder," and "Respondent" are used interchangeably.

For purposes of this RFP, the terms "The University of Southern Mississippi," "Southern Miss," "USM," and "University" are used interchangeably.

Any statement in this document that contains the word "**must**" or the word "**shall**" requires mandatory response and is so noted with "VENDOR RESPONSE REQUIRED".

"Will comply" or "agreed" are used interchangeably to indicate that the Vendor will adhere to the requirement. These terms are used to respond to statements that specify that a Vendor or Vendor's proposed solution **must** comply with a specific item or **must** perform a certain task.

"Acknowledged" should be used in each section when no Vendor response or Vendor compliance is required. "Acknowledged" simply means the Vendor is confirming to the University that the statement has been read and understood.

Technical terms used in this RFP are intended to follow industry conventions. Respondents should request clarification of terms wherever there is uncertainty as to the exact meaning.

1.5. *Instructions to Vendors*

Sealed proposals for this RFP will be received in the Department of Procurement & Contract Services Office, 118 College Drive, Bond Hall, Second Floor, Box 5003, Hattiesburg, Mississippi 39406-5003 until 2:00 p.m. of the specified date on the cover sheet.

Each proposal **must** be submitted in a sealed envelope bearing on the outside the name "RFP Economic and Workforce Analytics Software License," the name of the Vendor, the Vendor address, and the notification of opening at 2:00 p.m. on the specified date on the cover sheet.

Any proposal may be withdrawn prior to scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified will not be considered.

The University of Southern Mississippi reserves the right to accept or reject any or all proposals and to waive any formalities.

Vendors are responsible for examining all specifications, terms, conditions, and instructions of this request. Failure to do so will be at Vendor's risk.

Vendors need to use the same outline numbering, and respond to each one, even if the response is "No response required." The Vendor needs to respond in writing with "acknowledged," "will comply," or "agreed" to any section that contains "**must**" or "**shall**" to confirm agreement. Failure of the Vendor to meet this requirement may cause a Vendor's response to be thrown out and considered non-responsive at the sole discretion of the University.

If the Vendor cannot respond with "acknowledged," "will comply," or "agreed," then the Vendor **MUST** respond with "exception." (See Section 5.15, for additional instructions regarding Vendor exceptions.)

Where an outline point asks a question or requests information, the Vendor **MUST** respond with the specific answer or information requested. In addition, Vendor **should** provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

Many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the University's sole discretion, being subject to disqualification.

Vendors **must** ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The University will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

Vendors **must** submit all questions in writing regarding this proposal no later than 5:00 p.m. on Thursday, October 8, 2020, to the contact listed in Section 1.2. If appropriate, the University will respond by an addendum no later than the following Tuesday, October 13, 2020. Extensions to the proposal due date will only occur if deemed necessary by the University to allow Vendors sufficient time to review the responses.

2. Vendor Information and Qualifications

2.1. Contact Information

2.1.1. REQUIRED INFORMATION

VENDOR RESPONSE REQUIRED:

The respondent **must** provide the following information for each of the parties below:

- Responding Company (Legal Business Name)
- Contact Name
- Address
- Country

- Phone Number
- Email Address

2.1.2. PRINCIPALS

Company principals or corporate officers

2.1.3. CONTRACT EXECUTIVES

Executive that will be the purchase contract authority for the transaction described in this RFP.

2.1.4. ACCOUNT EXECUTIVES

Executive(s) that will be responsible for managing the business relationship between the respondent and Southern Miss described in this RFP.

2.2. Right to Request Information

The University reserves the right to request information relative to a Vendor’s references and financial status and to visit a Vendor’s facilities during normal working hours. The University also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor’s cost proposal. The University reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the University is aware, even if that customer is not included in the Vendor’s list of references.

2.3. Professional Standing

Respondents to this RFP **MUST** be in relevant professional practice and **MUST** provide a W-9 for verifiable documentation in the RFP response. If applicable, vendor **should** also provide Business License jurisdiction and numbers, and Contractor License numbers for both the primary and subcontractors.

VENDOR RESPONSE REQUIRED: Vendor W9 provided in RFP response on page _____. Additional information (please use N/A if not applicable):

Business License Jurisdiction:	
Business License Number:	
Contractor License Number (Primary):	
Contractor License Number (Subcontractor):	

2.4. References

Respondents **SHOULD** provide a minimum of two (2) customer references, including contact information, that have implemented the proposed solution and/or services in the last 12 months; preferably from higher education institutions.

VENDOR RESPONSE REQUIRED: References provided in RFP response on page_____.

2.5. Foreign Corporations (outside Mississippi)

If applicable under Mississippi law, Vendors should be registered with the Mississippi Secretary of State’s office in order to transact business in the State of Mississippi. Respondents to this RFP **MUST** provide appropriate proof that this registration has been completed before a bid can be awarded. Additional information regarding this Certificate of Authority can be found on the [Mississippi Secretary of State’s website](#).

VENDOR RESPONSE REQUIRED: Proof of registration provided in RFP response on page _____. OR Vendor will comply if selected.

2.6. Insurance for Contractors on Campus

If this RFP is for services / contractual labor, the Contractor, as an independent contractor, **shall** provide proof of Comprehensive General Liability insurance, Workers' Compensation insurance and Commercial Auto Liability insurance. The Contractor shall provide a Certificate of Coverage e-mailed prior to start of services. The Certificate of Coverage should, at a minimum, contain the name of the carrier, effective and expiration dates of coverage, a description of the covered perils and amount of coverage by peril, the name and mailing address of the insurance company, and the name and mailing address of the insurance agent. The Certificate of Coverage must name the Board of Trustees of State Institutions of Higher Learning and The University of Southern Mississippi as an additional insured and be endorsed accordingly. The Comprehensive General Liability coverage shall be a minimum amount of One Million Dollars (\$1,000,000) per occurrence and the Commercial Auto Liability coverage shall be a minimum amount of Three Hundred Thousand (\$300,000) through an insurance company with a Best rating of A- or higher and a financial size Class X or higher approved by the Mississippi Department of Insurance.

VENDOR RESPONSE REQUIRED: Certificate of Insurance provided in RFP response on page _____. OR Vendor will comply if selected.

3. Form and Content of Proposals

3.1. Legibility and Organization

Proposals **MUST** be printed, written in English, legible, and appropriately structured as stated in Section 1.5 Instructions to Vendors. Each page needs be numbered sequentially. Proposals **MUST** be bound.

The completeness, clarity, and organization of the proposal will be one of the evaluation criteria in Vendor selection.

VENDOR RESPONSE REQUIRED: Vendor acknowledges OR Vendor Exception.

3.2. Completeness of Response

Vendors **MUST** include responses to all of the provisions and items of this RFP. Failure to comply may cause the response to be considered incomplete.

VENDOR RESPONSE REQUIRED: Vendor acknowledges OR Vendor Exception.

3.3. Abbreviated Responses

Simple concurrence or acknowledgement to items not needing a specific Contractor statement may be used. However, simple concurrence or acknowledgement of items that do require a specific Contractor statement, explanation, or supporting materials will be considered non-responsive.

3.4. Vendor Responsible for Completeness of Costs

It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor **must** include and complete all parts of the cost proposal in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor. The Vendor **must** complete the Cost Information Submission in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the Cost Information Submission.

VENDOR RESPONSE REQUIRED: Vendor acknowledges OR Vendor Exception.

3.5. Sole Point of Contact

USM will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1. The Vendor **must** acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently USM is only required to negotiate with the Vendor.
2. Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to USM from any contractor, third party or subcontractor without USM having to negotiate separately or individually with any such parties for these terms or conditions.
3. Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by USM, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of USM. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by USM.

VENDOR RESPONSE REQUIRED: Vendor acknowledges OR Vendor Exception.

3.6. Copies

At least one (1) signed ORIGINAL and two (2) signed copies of the proposal **MUST** be provided. The University requests a portable electronic virus/malware free copy (thumb drive) of the RFP response from the responding Vendor to be included in the bid response package. If an electronic copy is not included, the University reserves the right to request an electronic copy of the **exact** bid response prior to review of the bid.

VENDOR RESPONSE REQUIRED: Vendor complied OR Vendor Exception.

3.7. Signatures

A duly authorized and legally binding original signature **must** be present on the submitted original of the proposal.

4. RFP and Proposal Terms and Conditions

4.1. Right to Withdraw Proposals

Vendors may withdraw proposals at any time prior to signature of purchase contract for any reason they deem appropriate.

4.2. Right to Reject Proposals

The University reserves the right to accept any proposal or, at its discretion, reject any or all proposals for any reason it deems appropriate.

4.3. Questions and Answers

All Vendors will receive copies of questions and responses, which are deemed pertinent by the University. To ensure equal treatment for each responding Vendor, all questions regarding this RFP **must** be submitted in writing to this RFP's contact person for more information, and no later than the last date for accepting questions provided in this RFP. All such questions will be answered officially by the University in writing. Pertinent questions and answers will become addenda to this RFP. Questions submitted after the deadline are subject to be discarded.

4.4. University Not Responsible for Proposal Expenses

Receipt of a proposal does not obligate the University to pay any expenses incurred by the Contractor in preparation of the proposal or obligate the University in any other respect.

4.5. University Right to Modify Specifications

The University reserves the right to modify the specifications contained herein at any time during the proposal period. No modification or interpretation of the specifications other than through the issuance of addenda will be binding upon the University. Contractors **must** notify the University as soon as possible of any omissions or errors in the specifications so that corrective addenda may be issued.

4.6. Alternatives and Equivalents to Requirements

Alternatives and equivalents to the University stated requirements will be reviewed and evaluated. The Vendor **must** submit an explanation of how/why the substituted product is an alternative or an equivalent. The University reserves the right to reject any proposals that do not comply with this instruction. Glossy ads, such as published materials used for advertisements, may be included, but are not acceptable as substitute for the Vendor explanation as to how/why the described product is an alternative or an equivalent.

4.7. Non-Performance

In the event of non-performance on the part of the Vendor (i.e., failure and/or inability to meet agreed upon deadlines or specifications as outlined herein), consequential damages or breach of contract may be claimed by the University.

4.8. Rejected Material

If material is rejected during normal inspections or at the final acceptance inspection, it will be reported to the Vendor in writing.

If the Vendor does not take action to repair, remove, or replace the rejected material within ten (10) days after receipt of written notice, the University reserves the right to remove and replace the material. The Vendor **shall** be responsible for any and all expenses associated with the remediation of the material.

VENDOR RESPONSE REQUIRED: Vendor acknowledges OR Vendor Exception.

4.9. Restricted Communications

From the issue date of this RFP until a Vendor is selected and announced, all responding Vendors or their representatives may not communicate, either orally or in writing, regarding this RFP with any University employee except as noted herein. Vendor may consult with the University's specified points of contact listed above in Section 1.2. Conversations with persons

other than designated contacts about any aspect of this RFP, proposal, contract, or purchase may subject a Vendor's response to be rejected.

4.10. Confidentiality

All proposals become the property of The University of Southern Mississippi upon receipt. The proposals will not be released in part or in total for third party evaluation, unless other arrangements are requested at the time of proposal submission, or required by law. The University is a public, state agency and is subject to the Mississippi Public Records Act (Miss. Code Ann. § 25-61-1).

4.11. Request for Proposals Do Not Obligate

Neither the publication nor distribution of this RFP nor the receipt of proposals constitutes any obligation or commitment on the part of the University. This RFP does not commit the University to contract for any requirements detailed in this document. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

4.12. Use of Information

The University reserves the right to use any or all design ideas or concepts presented in any proposal submitted in response to this RFP. This right will exist even if proposal states otherwise.

4.13. Publicity

No public mention of this RFP, contract, or purchase may be used for publicity, marketing, sales or promotional purposes without prior written approval from the University.

5. Purchase contract Terms and Conditions

5.1. Acknowledgment Precludes Later Exception

By responding to this RFP, the Vendor is obligated to comply with all items in this RFP, including the Standard Contract in Exhibit A if included herein, except those specifically listed as exceptions on the Proposal Exception Summary Form. If no Proposal Exception Summary Form is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP may not later take exception to any item in this RFP during purchase contract negotiations. The University, at its sole discretion, may require that all or part of this RFP document as well as the vendor's RFP response be included as an attachment to the executed contract. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions for subcontractors or separate terms and conditions will be entertained after the fact.

5.2. Mandatory Legal Provisions

- 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.
- The Vendor **shall** have no limitation on liability for claims related to the following items:
 - Infringement issues;
 - Bodily injury;
 - Death;
 - 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.

- All requirements that the University pay interest (other than in connection with lease purchase contracts not exceeding five years) are deleted.
- Should any of the terms and conditions in the purchase contract be in conflict with the laws of the State of Mississippi, the laws of the State of Mississippi **shall** supersede and govern. A revision of the terms and conditions will be required to ensure compliance with Mississippi state law.
- The University **shall** not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

VENDOR RESPONSE REQUIRED: Vendor acknowledges OR Vendor Exception.

5.3. **Draft Contracts**

A properly executed contract (included in Appendix A) is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with the University. The inclusion of this contract does not preclude the University from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP. If Vendor cannot comply with any term or condition of this Standard Contract, Vendor **must** list and explain each specific exception on the Proposal Exception Summary Form included in this RFP. The Proposal Exception Summary Form **must** be submitted to the University with the signed Bid response.

The contract **SHOULD** include guaranteed pricing for an option to renew annually for up to four (4) additional years. Renewal for up to four (4) additional years is not guaranteed and at the discretion of the University; whatever is deemed to be in the best interest of the University.

VENDOR RESPONSE REQUIRED: Vendor acknowledges OR Vendor Exception. Notice of guaranteed pricing included in bid response on page _____.

The University requires one point of contact for management of the implementation and services of this purchase contract.

A draft Service Level Agreement (SLA) **SHOULD** be submitted with the response if Vendor desires to incorporate any terms therein into the final contract. Failure to provide a SLA can result in the response being rejected from consideration.

VENDOR RESPONSE REQUIRED: Vendor acknowledges OR Vendor Exception. Technical Support and Service offerings are included in bid response on page _____.

The winning Vendor **may be required** to complete a USM Professional Services Agreement and Independent Contractor Status Determination and Documentation Form for any services included in this RFP prior to a Purchase Order being issued if they are a limited liability company or if taxed under an individual's taxpayer's ID.

VENDOR RESPONSE REQUIRED: Vendor will comply if selected OR Vendor exception.

5.4. **Draft Purchase Agreement**

Intentionally left blank.

5.5. **Payment**

The currency used for payment of costs will be in United States dollars.

The University requests to be invoiced annually for Support and Maintenance.

During implementation the University is to be billed in installments based upon mutually agreed upon project implementation milestones completed. The final installment will be paid within 45 days of completion of the implementation.

State law requires that the University receive an **original invoice** from the Vendor and that payment of the invoice is processed **within 45 days of receipt** (Miss Code 31-7-305). The invoice should be on the Vendor's letterhead and/or include an original Vendor representative signature.

USM may choose to use a VISA® virtual Purchasing Card and E-Payables process for invoice payments in place of a check to pay for purchases from this solicitation. Unless exception is noted in the bid response, the bidder, by submitting a response, agrees to accept the VISA® virtual Purchasing Card and E-Payables process as an acceptable form of payment and may not add additional service fees/handling charges to purchases made with the VISA® virtual payment. Our Accounts Payable department would contact the awardee to set up this form of payment.

5.6. Purchase contract Components

This RFP, written questions, answers to questions, Vendor's proposal, and other documents associated with this RFP may become part of the resultant purchase contract.

5.7. Changes to Purchase contract

During the course of the delivery and ordering process, either party may issue requests for changes in the purchase contract. This **shall** take the form of either a modification to the original purchase contract or a written Addendum which, if accepted by both parties, **shall** be executed as a change to the purchase contract, which will thereby be amended to the extent of the change. In no event **shall** changes involving extra costs to The University of Southern Mississippi be allowed to proceed without prior written approval.

5.8. USM Terms and Conditions

Unless written exception is provided in the RFP response, the winning Vendor agrees to be bound by the USM Terms and Conditions, which are incorporated herein, and may be found at <https://www.usm.edu/procurement-contract-services/usm-terms-and-conditions> .

VENDOR RESPONSE REQUIRED: Vendor will comply OR Vendor Exception.

5.9. Materials and Warranties

Intentionally left blank.

5.10. Final Acceptance

The following requirements **must** be met before the purchase will be considered complete and final payments made. A minimum of fifteen (15%) percent of the purchase contract price may be held until final acceptance.

- An inspection by University personnel will have been completed and all issues and/or defects will have been resolved and brought into conformance with the letter and spirit of the specifications, terms, and conditions of the purchase contract.
- Acceptance of the licenses, software and/or equipment (if required) and the release of final payment will be dependent on the items meeting specifications set forth in this RFP without defect for a period of 45 days.

The University of Southern Mississippi reserves the right to itself or its designated representatives to inspect and approve all items included in this purchase.

VENDOR RESPONSE REQUIRED: Vendor acknowledges OR Vendor Exception.

5.11. Legal and Regulatory Compliance

Respondents are required to comply with all applicable local, State and Federal laws, codes, ordinances, and regulations in the provision of the materials required.

Respondents **must** comply with Personally Identifiable Information (PII) data protection with regard to State, Federal, and University regulations and policies.

VENDOR RESPONSE REQUIRED: Vendor acknowledges OR Vendor Exception.

5.12. Patent Infringements

The Vendor shall agree to indemnify The University of Southern Mississippi with respect to any legal suit, claim, or proceeding, which may be brought against it claiming the use of the proposed material constitutes an infringement of any patent or trade secret. The Vendor will further agree to defend the University against any such claims and to pay all litigation costs, attorneys' fees, settlement payments, and any damages awarded or resulting from any such claims.

VENDOR RESPONSE REQUIRED: Vendor acknowledges OR Vendor Exception.

5.13. Valid Purchase Contract Required to Begin Work

The winning Vendor should not commence any billable work until a valid purchase order and applicable contract have been executed. Any work done by the winning Vendor prior to the execution of the purchase order and applicable contract is complete will be at the Vendor's sole risk. The University is under no obligation to pay for work done prior to the execution of a purchase order and applicable contract.

5.14. Segmentation of Award

The University will award the contract to a single vendor, but reserves the right to make to select features, functions and/or hardware on an all, none or line by line basis, whichever is deemed to be in the best interest of the University. The itemization of costs **must** be detailed enough to allow for such changes and to make appropriate and fair cost adjustment calculations resulting from such changes reasonable and manageable.

5.15. Proposal Exception

Please return the Proposal Exception Summary Form at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state "No Exceptions Taken." If no Proposal Exception Summary Form is included, the Vendor is indicating that the Vendor takes no exceptions to any item in this RFP document.

5.15.1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with "**shall**" or "**must**," as long as the following are true:

- The specification is not a matter of State law;
- The proposal still meets the intent of this RFP;
- A Proposal Exception Summary Form is included with Vendor's proposal; and
- The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the Proposal Exception Summary Form.

5.15.2. The Vendor has no liability to provide items to which an exception has been taken. The University has no obligation to accept any exception. During the proposal evaluation

and/or purchase contract negotiation process, the Vendor and the University will discuss each exception and take one of the following actions:

- The Vendor will withdraw the exception and meet the specification in the manner prescribed;
- The University will determine that the exception neither poses significant risk to the project nor undermines the intent of this RFP and will accept the exception;
- The University and the Vendor will agree on compromise language dealing with the exception and will insert same into the purchase contract; or
- None of the above actions are possible, and the University either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.

5.15.3. Should the University and the Vendor reach a successful agreement, the University will sign adjacent to each exception which is being accepted or submit a formal written response to the Proposal Exception Summary responding to each of the Vendor's exceptions. The Proposal Exception Summary, with those exceptions approved by the University, will become a part of any purchase contract on acquisitions made under this RFP.

5.15.4. An exception will be accepted or rejected at the sole discretion of the University.

5.15.5. The University desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable purchase contract, substantially within the standard terms and conditions of the University's RFP, including the Standard Contract in Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the University, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

PROPOSAL EXCEPTION SUMMARY FORM

VENDOR RESPONSE REQUIRED: List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below. If no exceptions are taken, please note "No Exceptions" in item 1 in the table below.

RFP Reference (Reference specific outline point to which exception is taken)	Vendor Proposal Reference (Page, section, items in Vendor's proposal where exception is explained)	Brief Explanation of Exception (Short description of exception)	University Acceptance (sign here only if accepted)
1.			
2.			
3.			
4.			
5.			
6.			
7.			

6. Scope of Work

6.1. Introduction

The University, through its Trent Lott National Center for Economic Development and Entrepreneurship (TLNC), seeks an economic development and workforce analytics tool and support designed to provide data and analysis capabilities. The tool is needed for students studying to become professional economic developers, for sponsored research and for community assistance projects. The overarching goal is to use the software as a tool for making data-driven decisions regarding economic development and workforce development decisions.

Currently the University uses economic analyst software as both a teaching tool in the College of Business & Economic Development and a research tool in TLNC.

6.2. Objectives

- Serve as a teaching tool to aid students in performing data analysis on local communities targeting business attraction, retention, and expansion.
- Serve as a research tool to assess a region's competitive advantages in economic development and business engagement.

6.3. Criteria for Award of Purchase contract:

The Vendor selected for an award will be the Vendor whose proposal, as presented in the response to this RFP, is the most advantageous. The University is not bound to accept the lowest priced proposal if that proposal is not in the best interest of the University as determined by the Evaluation Committee.

Consideration may also be given to any additional information and comments if they should increase the benefits to the University. Upon completion of the initial review and evaluation of the proposals submitted, selected Vendors may be invited to participate in oral presentations.

All proposals will be evaluated by appointed representatives of the University in accordance with the following procedures:

1. The Appointed Representatives of the Evaluation Committee will evaluate the vendor written responses on the criteria set forth under Instructions to Vendors in Section 1.5.
2. The written responses will be evaluated by the Evaluation Committee on the Criteria listed under Detailed Specifications and Requirements (Section 6.5).
3. The initial evaluations will take place separately and without discussion among Evaluation Committee members. The Evaluation Committee members will then meet to identify the top proposals for further consideration.
4. If Oral Presentations are needed, a series of questions will be prepared by the Evaluation Committee and presented to each Short-Listed vendor by a Procurement representative. Additionally, a set schedule will be made available from which a Presentation date will be chosen by vendor.
5. If the Evaluation Committee determines that Oral Presentations are not required the determination of the preferred vendor will be communicated to the USM Department of Procurement and Contract Services.
6. After a preferred vendor is identified, a Procurement representative will send notification letters (via e-mail) to all vendors regarding Evaluation Committee's decision to award.
7. Vendors are strongly encouraged to deliver their responses identifying the criteria listed below and explaining how the product meets or exceeds the criteria (e.g. "Criteria 1 – Our product meets the criteria by providing..."). THIS IS CRITICAL TO THE EVALUATION PROCESS. Responses need to be in the same order as the criteria.

The criteria in the following table will be used to evaluate and score each requirement.

Description	Weight
Cost	30%
Requirements	55%
“Call center”-style technical support of economists, economic developers, or equivalent experience to respond to questions and inquiries.	10%
Proposal Clarity and Organization	5%

Cost Evaluation - Points will be assigned using the following formula: $(1 - ((B - A) / A)) * n$

Where:

A = Total lifecycle cost of lowest valid proposal*

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for acquisition

*The lowest total cost valid proposal will be assigned 5 points.

A point value assigned to each of the other requirement criteria by the Evaluator:

0 – Vendor did not respond to this Criteria

1 – The Response to this Criteria was Poor

2 – The Response to this Criteria was Fair

3 – The Response to this Criteria was Average

4 – The Response to this Criteria was Good

5 – The Response to this Criteria was Excellent

Proposal Evaluation: Scored for each proposal’s completeness, clarity, and organization of the proposal. Maximum points will be awarded if content of Vendor’s response is structured properly and complete.

6.4. Mandatory and Optional Provisions in Detailed Specifications and Requirements of this RFP

Mandatory

- The data analytic tools needs to be on-line and commonly used by the economic and workforce profession
- The vendor needs to provide educational assistance and support to students learning to use the tool
- The tool needs to provide industry and workforce data for the US at the local level including county and zip code level and allow customizable geographic regions

- The tool needs to provide location quotient, shift-share analysis, labor rates, employment by industry, unemployment data, input/output impact modeling, demographic data, occupation data, educational pipeline data, and the ability to compare across regions.

Optional

- Individual business specific data

6.5. Detailed Specifications and Requirements

The Vendor **must** include a response to each of the items in Appendix B. In most cases, a simple yes or no **WILL NOT** be accepted. For all applicable items, a detailed explanation should be included.

6.6. Additional Requirements

The University acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors **must** specify what additional components may be needed and are proposed in order to complete each configuration.

6.7. Delivery

The anticipated launch of new service is January 1, 2021. If Vendor is unable to meet this timeframe, the Vendor **SHOULD** describe the best possible delivery schedule. The delivery schedule will be scored based on the Vendor’s ability to meet the anticipated implementation as closely as possible.

Vendor data analysis support **MUST** be operational during normal business hours Monday through Friday.

Training will need to be scheduled when contract is awarded and delivered via live webinar (preferred) or in-person (if necessary). If required, travel expenses associated with in-person training must not be billed separately. Proposal must take into account the cost of any travel expenses. A toll-free number must be provided by the vendor or any long distance costs associated with training must be the responsibility of the Vendor.

VENDOR RESPONSE REQUIRED: Vendor acknowledges delivery timeframe can be met OR Vendor Exception.

7. Costs

7.1. Cost Information Submission

VENDOR RESPONSE REQUIRED: Vendors **must** propose a summary of all applicable project costs in the matrix that follows. The matrix **must** be supplemented by a cost itemization fully detailing the basis of each cost category. The level of detail **must** address the following elements as applicable: item, description, quantity, retail, discount, extension, and deliverable. Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the University or face rejection of proposal. If your response to this RFP does not include an item listed below in the far left column, “Not Included” may be used.

The Vendor may choose to provide a fixed annual cost for ongoing maintenance and support, or elect to provide a Maximum Annual Increase percentage in the last column provided.

NOTE: If you choose to only provide a maximum annual increase, we will score the cost of your proposal at the maximum rate.

Description	One-Time Cost	Annual Cost (Years 1-5)	Maximum Annual Increase (%)
-------------	---------------	-------------------------	-----------------------------

Recommended application software, including all core modules			
Additional application software modules, please specify			
Other required software (please itemize)			
Implementation fees			
Annual Support and Maintenance		Year 1: Year 2: Year 3: Year 4: Year 5:	
Other:			
Total			

The proposal costs **must** be annualized to include a detailed itemization for all implementation / consulting services / personnel fees by resource type and number of hours, software by license unit, maintenance by item and term, permits by type, content by source, and any other items necessary for the software and /or services. The total of the Cost Information Submission list **must** equal the total costs in the proposal.

The University is seeking a fixed-cost quote for implementation, technical support during normal business hours and training. Resources are to be quoted as a per hour rate for any custom work.

Travel expenses must not be billed separately. Proposal must take into account the cost of any travel expenses.

7.2. No Unspecified Costs

Only items included in the Cost Information Submission list will be considered part of the proposal and only those items will be included in any payments to the Contractor.

If any component(s) necessary for operation of the requested system is omitted from Vendor’s proposal, the Vendor **must** be willing to provide the component(s) at no additional cost and included at the price in this RFP response. This includes any software modules, licensing or interface tools necessary to render the system fully operational.

VENDOR RESPONSE REQUIRED: Vendor acknowledges OR Vendor Exception.

7.3. Price Changes during Award or Renewal Period

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the **contract**. However, the University will always take advantage of price decreases.

7.4. Expiration of Costs Proposed

The proposal response price will be guaranteed for a minimum of ninety days from bid opening date.

The University reserves the right to renew this contract with the winning Vendor on an annual basis. The proposal response **SHOULD** include guaranteed prices for annual renewals up to four (4) additional years beyond the initial term.

The quoted rates, both fixed and hourly, **must** be guaranteed for the duration of the purchase contract.

VENDOR RESPONSE REQUIRED: Vendor acknowledges OR Vendor Exception.

7.5. Best and Final Offer

The University reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding, or the University believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the University, BAFOs are not routinely conducted, therefore, Vendors should offer their best pricing with their initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the University. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the University that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The University may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing, and be subject to solicitation by the University and receipt from the Vendors under a precise schedule.

APPENDIX A- Standard Contract

After an award has been made, it will be necessary for the winning Vendor to execute a contract with the University. The inclusion of this contract does not preclude the University from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP. If Vendor cannot comply with any term or condition of this Standard Contract, Vendor **must** list and explain each specific exception on the Proposal Exception Summary Form included in this RFP. The following is a SAMPLE only. You are NOT required to sign this sample or turn it in with your proposal.

THE UNIVERSITY OF SOUTHERN MISSISSIPPI SERVICES CONTRACT

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.

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 XX 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 Standard Terms and Conditions, with the exception of any exceptions, additions, alterations, or revisions set forth in Exceptions to the University of Southern Mississippi Standard Terms and Conditions.
- B. Contractor shall provide the following services:
 - 1. *(the scope of services should be clearly defined)*
 - 2. _____
 - 3. _____
 - 4. _____
 - 5. _____
 - 6. Refrain from using USM's name, work mark, or other university identifier.
 - 7. Refrain from using the name or title of any USM official.

- 8. 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:
 - 1. *(the amount of payment should be clearly defined) The timing of payment is set forth in Section A of the Standard Terms and Conditions,.*

- D. Notices
 All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by electronic means provided that the original of such notice is 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

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.

If required, Contractor, at its expense, agrees to procure and maintain insurance during the term as follows:

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

Comprehensive General Liability:

- General Aggregate - \$1,000,000
- Personal & Adv Injury - \$1,000,000
- Each Occurrence - \$500,000
- Fire Damage (any one fire) - \$1,000,000
- Medical Expense (any one person) - \$5,000
- Automobile Bodily Injury and Property Damage Liability - \$1,000,000 Combined Single Limit

The Contractor shall provide a Certificate of Coverage to the Board of Trustees of State Institutions of Higher Learning, Office of Insurance & Risk Management, 3825 Ridgewood Road, Suite 429, Jackson, MS, 39211 and USM, Steve Ballew, 118 College Dr., #5003, Hattiesburg, MS 39406 prior to the start of services. The Certificate of Coverage should, at a minimum, contain the name of the carrier, effective and expiration dates of coverage, a description of the covered perils, amount of coverage by peril, the name and mailing address of the insurance company, and the name and mailing address of the insurance agent. **The Certificate of Coverage must name the Board of Trustees of State Institutions of Higher Learning and USM as an additional insureds.**

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 Finance and Administration 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 thirty (30) 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, pandemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, government restrictions or quarantines, 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.

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." Failure to add "NO EXCEPTIONS" 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 DATES SHOWN BELOW.

VENDOR NAME

UNIVERSITY OF SOUTHERN MISSISSIPPI

Vendor Rep Name / Date

USM Rep Name / Date

Vendor Rep Title

USM Rep Title

APPENDIX B - Detailed Specifications and Requirements

1. The econometric and workforce analytics software must be user-intuitive, and the Vendor should define the degree to which the software can measure current and historic data (going back at least 10 years) for a geographic region the following:
 - a) regional jobs, sales, and earning multipliers
 - b) imported and exported sales
 - c) location quotient
 - d) shift share
 - e) business establishments
 - f) types and quantities of occupations employed by an industry
 - g) unemployment
 - h) job change (total and percentage)
 - i) supply chain purchases in a given industry
 - j) workforce analysis—skills transferability, workforce availability, education programs, job posting analytics
2. Additional desired features included, but not required:
 - a) taxes paid to state and local region
 - b) transportation and commuter cost analysis
3. Reports summarizing data analysis must be downloadable and customizable in a Word format and .pdf format. Data and tables must be downloadable in Excel for further analysis. Reports needed include:
 - a) Industry snapshot in a region
 - b) Regional economic overview
 - c) Regional comparisons
 - d) Workforce availability
 - e) Skills transferability
 - f) Input-output modeling
4. Functionality of the software must include searching by NAICS, zip codes, counties, radius from address, or drive time. Mapping capability using Google Maps is required that geographically displays core data being analyzed.