REQUEST FOR BIDS/PROPOSALS COVERSHEET

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

Date: February 14, 2017

RFP No. 17-27

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:

8:00 a.m. CST
March 3, 2017

Buyer: Steve Ballew

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

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL NET PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP 17-27 Enrollment Management Support Services</td>
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</tbody>
</table>

We quote you as above-F.O.B. The University of Southern Mississippi. Shipment can be made in N/A days from receipt of order. DATE TERMS

PROPOSAL MUST BE RETURNED TO THE UNIVERSITY IN A SEALED ENVELOPE. RFP NUMBER AND DATE OF BID OPENING MUST BE SHOWN ON THE OUTSIDE OF THE ENVELOPE.

Return quotation to Procurement Services at above address.

Signature Required
REQUEST FOR PROPOSAL (RFP # 17-27)

for

ENROLLMENT MANAGEMENT SUPPORT SERVICES

Issued: February 14, 2017

Proposals to be opened on

Friday, March 3, 2017 at 8:00 a.m. CST

The University of Southern Mississippi
Procurement Services
118 College Drive #5003
214 Bond Hall
Hattiesburg, MS 39406
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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 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. 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 for admission,

3) Increasing the number of enrolling students,

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,

6) Increasing the mobile footprint of The University of Southern Mississippi admissions application,

7) Increasing brand awareness of The University of Southern Mississippi through display advertising, and

8) Establishing a multi-year agreement with a vendor who can support the accomplishment of the aforementioned increases.

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 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) Relate your experience in the development and delivery of on-line resources such as electronic inquiry forms and applications for admission.

5) 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 providing services which include identifying and purchasing the names of prospective students from multiple channels; and maintaining communication with prospective students to encourage them to inquire and apply for admission.

7) 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.

8) 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) #17-27 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 17-27). **All RFP submissions must be received by 8 a.m. Central Standard Time on Friday, March 3, 2017.**

The proposal should be addressed to:

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

For regular mail:  
For hand delivery:  
118 College Drive, Box 5003  
214 Bond Hall  
Hattiesburg, MS 39406  
Hattiesburg, MS 39406  
RFP # 17-27  
RFP # 17-27

For FedEx and UPS:  
2609 W. 4th Street  
Hattiesburg, MS 39401  
RFP #17-27

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-bid-opportunities](https://www.usm.edu/procurement-contract-services/current-bid-opportunities) and RFP 17-27 in the event we have any amendments to the solicitation.

**QUESTIONS**

The deadline for questions is February 23, 2017 by 12:00 noon CST by the stated deadline. Questions regarding the RFP should be in writing, emailed to Steve Ballew at steve.ballew@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 February 28, 2017. 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:

<table>
<thead>
<tr>
<th>Action</th>
<th>Due Date</th>
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<tbody>
<tr>
<td>1. Release of Request For Proposal</td>
<td>1. Tuesday, February 14, 2017</td>
</tr>
<tr>
<td>2. Deadline for submitting questions to USM</td>
<td>2. Friday, February 23, 2017</td>
</tr>
<tr>
<td>3. Deadline for USM submitting responses to questions</td>
<td>3. Tuesday, February 28, 2017</td>
</tr>
<tr>
<td>4. Deadline for submitting RFP to USM</td>
<td>4. Friday, March 3, 2017</td>
</tr>
<tr>
<td>5. Presentations with short list of respondents</td>
<td>5. Wednesday, March 8, 2017</td>
</tr>
<tr>
<td>(if necessary)</td>
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<tr>
<td>6. Best and Final Offers (BAFO) deadline (if requested)</td>
<td>6. Friday, March 10, 2017</td>
</tr>
<tr>
<td>7. Proposer Chosen for Negotiations</td>
<td>7. Wednesday, March 8, 2017</td>
</tr>
<tr>
<td>(approximately) (if no presentations or BAFO)</td>
<td></td>
</tr>
<tr>
<td>8. Award of Contract (approximately)</td>
<td>8. Friday, April 21, 2017</td>
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### 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 converge 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 ___________, 2017

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 #17-27 dated 2/14/17, 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
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 ($1,000,000) 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 Procurement & Contracts

Date