



**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:** March 25, 2018

**Bid No. 19-30**

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. CDT

April 16, 2019

**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"><b>RFx #3160002860</b></p> <p align="center"><b>DESCRIPTION</b></p> <p align="center"><b>RFP 19-30 Oracle Maintenance</b></p> <p>PROPOSAL MUST BE RETURNED TO THE UNIVERSITY IN ACCORDANCE WITH THE SPECIFICATIONS. RFP NUMBER AND DATE OF BID OPENING MUST BE SHOWN ON THE OUTSIDE OF THE ENVELOPE IF USING THAT METHOD.</p>		

We quote you as above-F.O.B. The University of Southern Mississippi. Shipment can be made in \_\_\_\_\_ days from receipt of order. DATE \_\_\_\_\_ 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 4<sup>th</sup> 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](https://www.ms.gov/dfa/contract_bid_search/Home/Sell). On this site you will find helpful links to procurement opportunities, as well as a link to supplier registration. If not already registered in this system, potential bidders will first need to click on 'Supplier

Registration' and follow the steps outlined (a one-time process). Once registered, they can return to the original website and click on 'Procurement Opportunities' where they can either search by keyword for the bid they desire to respond to or leave the search box blank and click 'Search' for a listing of all current bids and proposals for the various State of Mississippi offices.

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

**AA/EOE/ADAI**



THE UNIVERSITY OF  
**SOUTHERN**  
**MISSISSIPPI**®

**Oracle Maintenance and PeopleSoft Application Maintenance**

REQUEST FOR PROPOSAL  
(RFP)

**March 20, 2019**

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# 1. Information to Vendors

## 1.1. Contact Information

Proposal Information:

Buyer  
The University of Southern Mississippi  
118 College Drive #5003  
Hattiesburg, MS 39406  
[bids@usm.edu](mailto:bids@usm.edu)

Technical Information:

Financial Specialist  
The University of Southern Mississippi  
118 College Drive #5181  
Hattiesburg, MS 39406  
[computer.orders@usm.edu](mailto:computer.orders@usm.edu)

## 1.2. Terminology

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

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

For purposes of this RFP, the terms "The University of Southern Mississippi", "Southern Miss", "USM", and "the 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" and requires mandatory compliance.

"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 Vendor response 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.

## 1.3. Instructions to Vendors

Sealed proposals for this RFP will be received on the Request for Bids / Proposals coversheet.

Each proposal **must** be submitted in a sealed envelope bearing on the outside the name "Oracle Maintenance and PeopleSoft Application Maintenance," the name of the Vendor, the Vendor address, and the notification of opening 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 5.14, 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 regards to this proposal no later than 5:00pm on Monday, April 8 to the contacts listed in Section 1.3. The University will respond by an addenda no later than the following Wednesday, April 10. Extensions to the proposal due date will only occur if deemed necessary by the University to allow Vendors sufficient time to review the responses.

#### **1.4. 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.

## **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
- 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.

**VENDOR RESPONSE REQUIRED:** Vendor W9 provided in RFP response on page\_\_\_\_\_.

### **2.4. *References***

Respondents may be asked to provide a minimum of three (3) 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. *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. 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.

#### 3.3. *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.

### **3.4. Copies**

At least one (1) signed original and two (2) signed copies of the proposal **MUST** be provided. The University **requires** a portable electronic virus/malware free copy (CD, 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.

### **3.5. Signatures**

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

## **4. RFP and Proposal Terms and Conditions**

### **4.1. 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.

### **4.2. 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.

### **4.3. 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.

### **4.4. 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.

### **4.5. 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.

#### **4.6. *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.

#### **4.7. *Confidentiality***

All responses to this RFP are considered confidential and will not be disclosed to third parties until after award of the contract.

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 a public records request is made from an outside party in accordance with Mississippi Public Records Act, §§25-61-1, et seq., Miss. Code Ann. 1972.

#### **4.8. *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.

#### **4.9. *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.

#### **4.10. *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.

#### **4.11. *Right to Use Proposals in Future Projects***

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

## 5. Purchase contract Terms and Conditions

### 5.1. Acknowledgment Precludes Later Exception

By responding to this RFP, the Vendor is contractually 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. 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 bid response **SHOULD** include guaranteed pricing for an option to renew the contract annually for up to two (2) additional years. Renewal for up to two (2) additional years is not guaranteed and at the discretion of the University; whatever is deemed to be in the best interest of the University. Points will be added for those responses providing guaranteed pricing.

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

The University reserves the right to include the awarded Vendor's response to this RFP in the final negotiated contract.

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

### 5.3. Draft Purchase Agreement

Intentionally left blank.

### 5.4. Payment

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

The University requests to be invoiced annually.

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® Purchasing Card and E-Payables PAVA 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® Purchasing Card and E-Payables PAVA process as an acceptable form of payment and may not add additional service fees/handling charges to purchases made with the VISA® Purchasing Card.



### **5.5. Pre-Payments with Pro-Rata Refund**

State law (Section 31-7-305 of the Mississippi Code Ann.) authorizes the issuance of payment after receipt of the invoice and receipt, inspection, and approval of the goods and/or services. The intent is that goods and services must be received, inspected, and accepted prior to payment. Pursuant to this requirement, where pre-payment has been authorized, all pre-payment contracts will require the following statement in the Termination section: "Upon termination of this Agreement by Licensee or by Licensor, Licensor shall issue Licensee a refund of a proportionate share (based on the number of days in the term year before and after the termination) of the Annual Fees paid with respect to that term year."

### **5.6. 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.

### **5.7. 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.

### **5.8. 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.

### **5.9. 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.

### **5.10. 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.

### **5.11. Segmentation of Award**

The University will award the contract to a single vendor. The itemization of costs **must** be detailed in order to compare costs on a line by line basis.

### **5.12. 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.

5.12.1. 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.

5.12.2. 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.

5.12.3. 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.

5.12.4. 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.

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

**6. Scope of Work**

**6.1. Introduction**

Since 1999, USM has utilized the Oracle PeopleSoft application as the University's primary Enterprise Resource Planning (ERP) system for the University's primary business functions. In order to support the PeopleSoft modules and Oracle database, USM must continue to contract for Oracle maintenance and support as well as PeopleSoft application maintenance and support on existing Oracle software.

The current contracts for maintenance and support will expire either on July, 2019 or November, 2019.

**6.2. Objectives**

The primary goal is to continue to provide maintenance and support for the University's primary ERP system.

Continued maintenance and support will provide:

- Internet/Web online support for technical staff, which includes access to new software releases, patches, and regulatory updates
- Defined contractual response time to support technical issues
- Support for existing PeopleSoft modules and new functionality as it is developed

**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. An Evaluation Team composed of USM staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.
  - a. Each category included in the scoring mechanism is assigned a weight between one and 110.
  - b. The sum of all categories, other than Value-Add, equals 110 possible points.
  - c. Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to USM at no additional charge, which, in the sole judgment of USM, provide both benefit and value to USM significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score. For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

Category	Possible Points
Cost	70
Completeness, clarity, and organization of the proposal	10
Guaranteed pricing	20
Total Base Points	100
Value Add	5
<b>Maximum Possible Points</b>	<b>105</b>

1. The evaluation will be conducted in three stages as follows:
  - a. Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience and timely delivery. Failure to submit a complete proposal may result in rejection of the proposal.
  - b. Stage 2 – Cost Evaluation
    - i. 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 this acquisition  
 In simpler terms, lowest price gets a perfect score. A proposal that is 20% more expensive than the lowest priced offering gets 20% fewer points
    - ii. When the above formula would result in a negative cost score (i.e. the lifecycle cost of the proposal being scored is more than twice that of the lowest valid proposal), the cost score is set to zero, rather than deducting points from the Vendor's score.
  - c. Stage 3 – Selection of the successful Vendor.

The University will also consider and evaluate alternate licensing, volume pricing, or enterprise agreements that meet all the requirements of Appendix C, and offer related value-added services.

**6.4. Mandatory and Optional Provisions of this RFP**

All items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification, at the sole discretion of the University.

**6.5. Detailed Specifications and Requirements**

The Vendor response **must** address all of the specifications and requirements listed in Appendix C.

The Excel spreadsheet **must** be included in the submitted response. Responses **must** be submitted in the same order. Southern Miss has no obligation to locate or acknowledge any information in the proposal that is not presented according to these instructions.

**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, here, what additional components may be needed and are proposed in order to complete each configuration.

**6.7. Delivery**

The maintenance MUST be in effect August 1, 2019. If the Vendor is unable to meet this requirement, the Vendor MUST describe best possible delivery schedule.

**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.

Description	Year 1 Total Cost	Year 2 Total Cost	Year 3 Total Cost	Total all years
Maintenance				

## **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.

**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**

Any and all proposal response prices will be guaranteed for a minimum of 180 days from bid opening date to allow for Mississippi Institutions of Higher Learning Board of Trustees Approval of the 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. Vendors should offer their best pricing with the 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**

A properly executed contract 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.

## **APPENDIX B – Intentionally left blank**



## **APPENDIX C – Detailed Specifications and Requirements**