



**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 3<sup>rd</sup>, 2022

**Bid No. 22-33**

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. CST

March 22<sup>nd</sup>, 2022

**Buyer:** John Leggett

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><b>RFP 22-33</b> <b>Oracle Maintenance and PeopleSoft</b> <b>Application Maintenance</b> <b>RFx: 3160004903</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.) At least one (1) signed original and one (1) signed copy of the bid **MUST** be provided. The University **requires** a portable electronic virus/malware free copy (thumb drive) of the bid 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.
- 5.) 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.
  - a. 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
  - b. 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
  - c. 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

- 6.) 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.
- 7.) 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 90 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.
- 8.) Contracts and purchases will be made or entered into with the lowest, responsible bidder meeting specifications.
- 9.) 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.
- 10.) Unless written exception is provided in the bid 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.php>.
- 11.) Respondents are required to comply with all applicable local, State and Federal laws, codes, ordinances, and regulations in the provision of the materials required.
- 12.) Respondents must comply with Personally Identifiable Information (PII) data protection regarding State, Federal, and University regulations and policies.
- 13.) Legal Provisions to Which USM Cannot Agree
  - a. Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
  - b. Any limitation of liability for claims related to the following items:
    - i. Infringement issues.
    - ii. Bodily injury.
    - iii. Death.
    - iv. Physical damage to tangible personal and/or real property; and/or the intentional and willful misconduct or negligent acts of the Vendor

and/or Vendor's employees or subcontractors.

- c. Any requirements that the University pay interest, except for those in conjunction with USM's standard payment terms of Net 45 days. Payments made beyond 45 days are subject to late fees and interest.
  - d. Any terms and conditions in the purchase contract that conflict with the laws of the State of Mississippi. Any such instances shall require a revision of the terms and conditions to ensure compliance with Mississippi state law.
  - e. Any provision requiring USM to pay attorney's fees, prejudgment interest or costs associated with any legal action to or for the Vendor, except that which are ordered by a court of competent jurisdiction.
- 14.) Bid files can only be examined during normal working hours by interested parties, but only after the official award has been made.
  - 15.) If purchase orders or contracts are canceled because of the awarded vendor's failure to perform or request for price increase, that vendor shall be removed from our bidders' list for a period of 24 months.
  - 16.) No addendum will be issued within a period of two (2) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the two-day period prior to the bid opening, the bid date will be reset giving bidders ample time to answer the addendum.
  - 17.) Alternate bids, unless specifically requested or allowed, will not be considered.
  - 18.) Bid openings will be conducted open to the public. However, they will serve only to open the bids. No discussion will be held with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied at the bid opening. After the close of the bid opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by bidders. Proposal openings are not required to be open to the public; however, the resulting award is open for public inspection.
  - 19.) Prices quoted shall be firm for the term of the contract or for the stated time of acceptance.
  - 20.) The bidder understands that The University of Southern Mississippi is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful 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.
  - 21.) Bidders must upon request of The University of Southern Mississippi furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The University of Southern Mississippi reserves the right to make the final determination as to the bidder's ability.

- 22.) 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  
[Bids@usm.edu](mailto:Bids@usm.edu)

- 23.) 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.
- 24.) 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.
- 25.) 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) business days prior to the time and date set for the bid opening, unless otherwise noted in the bid or proposal specifications.
- 26.) 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.
- 27.) Trade names, brand names, and/or manufacturer's information used in these specifications are for the purpose of establishing a level of 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.
- 28.) A copy of the manufacturer's standard guarantee/warranty shall accompany and become a part of this bid.
- 29.) There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government contract price without any liability as The University of Southern Mississippi is exempt from the provisions of the Robinson-Patman Act and other related laws. In addition, the U.S. Government has no provisions in any of its purchasing arrangements with bidders whereby a lower price to The

University of Southern Mississippi must automatically be given to the U.S. Government.

- 30.) All invoices, unless noted otherwise, are to be billed to:

The University of Southern Mississippi  
IT Invoices  
118 College Drive #5181  
Hattiesburg, MS 39406-0001  
[ITInvoices@usm.edu](mailto:ITInvoices@usm.edu)

- 31.) All equipment bids shall be of current production and of the latest design and construction.
- 32.) 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.
- 33.) Should the University close due to inclement weather conditions, or any other unforeseen events on the bid opening date, sealed solicitations will open the following business day at the same time and location.
- 34.) 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
- 35.) 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. The University will not be responsible for any late submissions, especially any issues related to electronic submissions, as the electronic bidding system is not owned or maintained by the University.

**AA/EOE/ADA**



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

**Oracle Maintenance and PeopleSoft Application  
Maintenance**

REQUEST FOR BIDS

**March 3, 2022**



### **A. Instructions to Vendors**

The Request for Bids coversheet must be included in all sealed proposals for this bid.

Each bid 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 coversheet.

### **B. Payment**

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

The University requests to be invoiced annually in one lump sum.

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

### **C. Length of Agreement**

The University of Southern Mississippi is seeking a three (3) year agreement. Please include pricing in bid response.

**D. 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.

**E. Legibility and Organization:** Proposals **MUST** be printed, written in English, legible, and appropriately structured. Each page needs be numbered sequentially. Proposals **MUST** be bound.

### **F. 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.

**G. 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."

**H. Criteria for Award**

The Vendor selected for an award will be the Vendor whose proposal, as presented in the response to this RFP, is the lowest cost and 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 and iTech Department.

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.

**I. Cloud Hosted Services**

*Intentionally left blank.*

**J. Bid Specifications**

The Vendor must respond to each requirement in the specifications and functions listed in Appendix A.

The Excel spreadsheet must be included in the submitted response. Responses must be submitted in the same order and should include the requirement identifier listed so responses can be easily compared. Southern Miss has no obligation to locate or acknowledge any information in the proposal that is not presented according to these instructions.

**K. Additional Requirements**

The University acknowledges that the specifications within this RFP may not be 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 to complete each configuration.

**L. Scope of Work**

USM utilizes 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 between the months of July and November of the current year

***M. Objective***

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

Continued maintenance and support from Oracle must 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.

Appendix B  
University of Southern Mississippi  
iTech  
Statement of Confidentiality

By working for the University of Southern Mississippi and iTech, you may be privy to certain confidential information in regards to university students, staff, and faculty members.

Any information regarding a person's account (such as status, SSN, or USM ID number) or items discussed by these persons regarding their information technology equipment (such as passwords) or objects discovered by you that reside within the memory of said information technology equipment or recorded on a person's movable storage media (such as software, pictures, and documents) is strictly confidential and disclosure of any of these except to authorized University and iTech personnel is prohibited.

By signing this document, I acknowledge that I have read the above statement and that I understand that I am responsible for maintaining the confidentiality of all University students, staff and faculty and for making no further disclosure of information obtained as an employee of or contractor with iTech, except as proscribed as above. I understand that failure to maintain this confidentiality could result in my being terminated as a contractor and even in criminal prosecution of the circumstances warrant such.

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Employee / Contractor Name (print)

Signature

Date

---

Witness Name (print)

Signature

Date



THE UNIVERSITY OF SOUTHERN MISSISSIPPI

Independent Contractor Status Determination and Documentation Form

Section 1: Payment

- A. Name of individual or organization:
B. YES NO Limited Liability Company (LLC). MUST select the federal entity type (Individual, Partnership, S-Corporation, or Corporation)
C. Entity Type:
D. Will payment be made to an Individual, Sole Proprietor, a Partnership, or a Disregarded Entity?

Section 2: Individual Current Relationship with The University of Southern Mississippi

- I. Name of Individual or Business Owner
II. Is this Individual / Business Owner related to a current USM employee?
III. Other
A. Is this individual currently an employee with The University of Southern Mississippi?
B. Has this individual been an employee of USM within the past 12 months?
C. Does the department plan on hiring this individual as an employee within the next 12 months?
D. Is this individual a state retiree or member of PERS?

If the answer is "No" to all questions, proceed to question in Section 3, Exemptions from Completing. If the answer is "Yes" to A, B, or C above, the individual must be classified as an employee and paid through USM payroll.

Section 3: Classification Guidelines (Complete only ONE section, A, B, or C, depending on the services to be performed by the individual.)

- A. Lecturer/Instructor
1. Is the individual a "guest lecturer", e.g., an individual who lectures at only one or two class sessions?
2. Is the individual the primary instructor in a department course being offered for academic credit toward a University degree?
3. Is the individual responsible for the content of the lecture/presentation versus presenting materials that have been prepared/dictated by USM?
B. Researcher
NOTE - Researchers hired to perform services for a University department are initially presumed to be employees of the University.
Please complete the following questions:
1. Will the individual perform research for a University faculty member or director under an arrangement whereby the University faculty member or director serves in a supervisory capacity...
2. Will the individual serve in an advisory or consulting capacity with a University faculty member or director...
C. Individuals Not Covered Under Section 3A or 3B.
1. Does the individual routinely provide the same or similar services outside USM to the general public...
2. Will the University set the number of hours and/or days of the week that the individual is required to work...
3. Will the department provide the individual with specific instructions regarding performance...
4. Does the individual engage in entrepreneurial activities in an established business at risk for loss?
5. Does the individual have his/her own insurance for work-related injuries?

Why should this individual be treated as an Independent Contractor and not an employee?

Individual/Business owner: Sign Name, Print Name, date:

Third Party Completion: date:

For determination of Independent Contractor classification before department completes additional paperwork, please email cheri.waldrup@usm.edu.

The University of Southern Mississippi  
Separate Contracts

Purchase Req # \_\_\_\_\_

Purchase Order # \_\_\_\_\_

**\* DENOTES REQUIRED FIELDS TO BE COMPLETED BY THE CONTRACTOR/CONSULTANT:**

Contractor/Consultant Name \*  
(Must Match Name on W-9) : \_\_\_\_\_

Address \*:  
 \_\_\_\_\_  
 Street City State Zip

Contractor/Consultant's SSN/EIN \*  
(Must Match SSN/EIN on W-9) : \_\_\_\_\_

Contractor/Consultant's Employer \* : \_\_\_\_\_

Current Member of PERS? *	Yes	_____	No	_____
Receiving Monthly PERS Benefit?*	Yes	_____	No	_____
Incorporated?*	Yes	_____	No	_____
Separate USM Contract?*	Yes	_____	No	_____
US Citizen or US Entity?*	Yes	_____	No	_____
Will the total contract payment(s) equal or exceed \$5,000?	Yes	_____	No	_____
Will the total contract payment(s) equal or exceed \$10,000?	Yes	_____	No	_____

Description of Contracting/Consulting Services:\*  
 \_\_\_\_\_

**Performance Period** Start Date:\* \_\_\_\_\_ End Date:\* \_\_\_\_\_

Location of performance:\* \_\_\_\_\_

Cost of Contracting/Consulting:  
 (a) Fee/Hour/Per day: \_\_\_\_\_  
 (c) Total Fee: (a) \* (b) = (c) \_\_\_\_\_  
 (d) Travel Costs: \_\_\_\_\_  
 Total Costs: \_\_\_\_\_  
 (e) Other Costs: \_\_\_\_\_  
 (c) + (d) + (e) \_\_\_\_\_  
 Services shall not exceed: \_\_\_\_\_

(b) Number of \_\_\_\_\_  
 Nature of Other Costs: \_\_\_\_\_  
 Other Costs shall not exceed: \_\_\_\_\_

Approval and Acceptance of Agreement*			
TO BE COMPLETED BY SIGNATORY AUTHORITIES AT THE UNIVERSITY OF SOUTHERN			
Department or Grant Name:	_____		
College/Unit Name	_____		
USM Expenditure Authority:	_____	Phone Number:	_____

Chartfield String to be Charged: Fund \_\_\_\_\_ DeptID \_\_\_\_\_ Program \_\_\_\_\_ Project/Grant \_\_\_\_\_

If grant, has funding agency prior approval been obtained? Yes \_\_\_\_\_ No \_\_\_\_\_ Not Required \_\_\_\_\_

Approval and Acceptance of Agreement		Date
Expenditure Authority/Grant Principal Investigator:	_____	_____
Tax Compliance Officer <i>Required for all agreements</i>	_____	_____
Office of Research Administration	_____	_____
Next Level Approval (services over 5,000) VP Approval (services over \$10,000)	_____	_____
Office of Procurement Director (required if contract involved)	_____	_____