



**REQUEST FOR BIDS/PROPOSALS COVERSHEET**  
**THE UNIVERSITY OF SOUTHERN MISSISSIPPI**

**Procurement and Contract Services**  
**118 College Drive #5003, Hattiesburg, Mississippi 39406-0001**

**Date** \_\_\_\_\_

**BID No. 25-31**

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		<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL NET PRICE</b>
		<b>RFP 25-31 Oracle Maintenance Renewal</b> <b>RFx # 3160007178</b>		



**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.

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o request an electronic copy of the **exact** bid response prior to

- 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

and/or Vendor's employees or subcontractors.

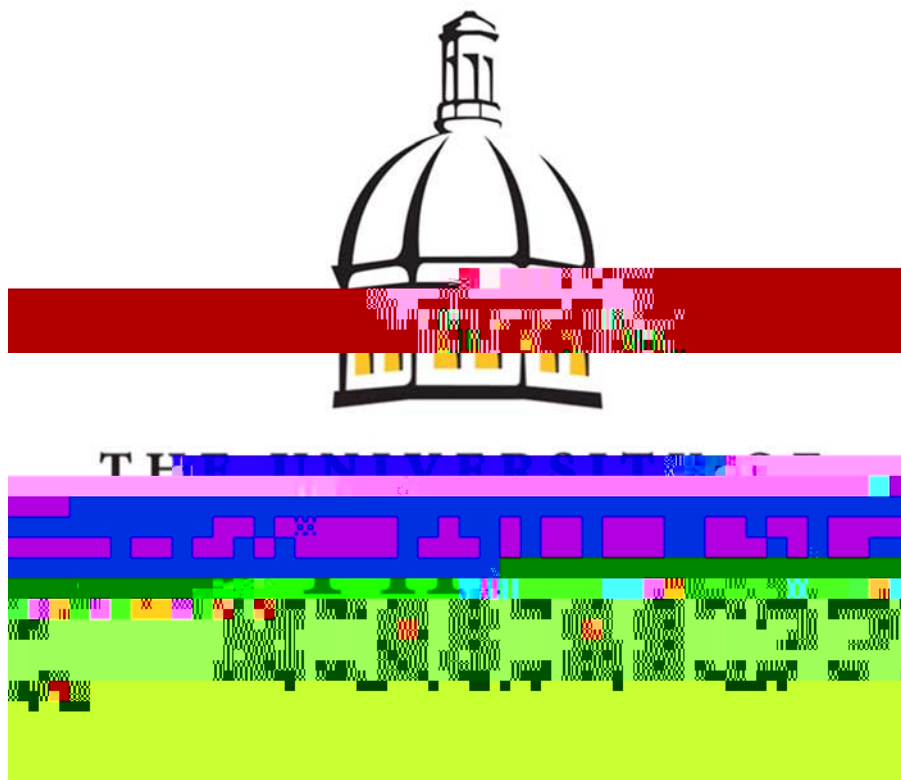
- c. Any requirements that the University pay interest, except for those in conjunction with USM's standard payment terms of Net 45 days. Payments made beyond 45 days are subject to late fees and interest.
  - d. Any terms and conditions in the purchase contract that conflict with the laws of the State 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.





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**



## **Oracle Maintenance and PeopleSoft Application Maintenance**

REQUEST FOR BIDS

February 6, 2025



**A. Instructions to Vendors**

The Request for Bids cover sheet 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 are to be submitted electronically and MUST be written in English, legible, and appropriately structured. Each page needs to be numbered sequentially.

**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

maintenance and support on existing Oracle software.

The current contracts for maintenance and support will expire 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.

The University is interested in co-terminating the 13 items that do not have the same end date as the remaining list. These items are highlighted in the list of Appendix A. If these items are not able to be co-termed, please provide full annual pricing in the 2<sup>nd</sup> list starting in Row 90 of the spreadsheet.

Continued maintenance and support from Oracle must be provided:

- 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.