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

REQUEST FOR BIDS/PROPOSALS COVERSHEET

Date:

Bid No. 16-24

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

April 12, 2016

AWARDING CONTRACT - Cash terms will not be used as a basis for awarding contracts; however, the University will accept cash discounts when earned.

TERMS - Bidder should state terms of sale. Our terms are 2% ten days, net 45 days. These terms will apply unless otherwise specified.

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.

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

Signature Required

Name: ____________________________
Company: _________________________
Address: __________________________
City/State/Zip: _____________________

DESCRIPTION

RFP 16-24
Oracle Maintenance and PeopleSoft Application Maintenance

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

Return quotation to Procurement Services at above address.

AA/EOE/ADA
Oracle Maintenance and PeopleSoft Application Maintenance

REQUEST FOR PROPOSAL
(RFP 16-24)

March 14, 2016
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1. Information to Vendors

1.1. Issuing Institution / Department / Unit
The University of Southern Mississippi
iTech / Information Technology Services

1.2. Contact Information
Proposal Information:
Buyer
The University of Southern Mississippi
118 College Drive #5003
Hattiesburg, MS 39406
bids@usm.edu

Technical Information:
Financial Specialist
The University of Southern Mississippi
118 College Drive #5181
Hattiesburg, MS 39406
computer.orders@usm.edu

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

1.4. Terminology
The term “RFP” refers to this Request for Proposals document.

For purposes of this RFP, the terms “Contractor”, “Vendor” 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”.

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

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

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

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

Each proposal must be submitted in a sealed envelope bearing on the outside the name “RFP 16-24 Oracle Maintenance and PeopleSoft Application Maintenance,” the name of the Vendor,
the Vendor address, and the notification of opening at 2:00 p.m. on the specified date on the
cover sheet.

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

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

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

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

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

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

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

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

Vendors must submit all questions in regards to this proposal no later than 5:00pm on
Monday, April 4 to the contacts listed in Section 1.3. The University will respond by an
addendum if appropriate no later than the following Wednesday, April 6. Extensions to the
proposal due date will only occur if deemed necessary by the University to allow Vendors
sufficient time to review the responses.

2. Vendor Information and Qualifications

2.1. Contact Information

2.1.1. REQUIRED INFORMATION

VENDOR RESPONSE REQUIRED:

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

- Responding Company
- Contact Name
2.1.2. PRINCIPALS
Company principals or corporate officers

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

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

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

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

**VENDOR RESPONSE REQUIRED:** Vendor W9 provided in RFP response on page_____.

Additional information (please use N/A if not applicable):

<table>
<thead>
<tr>
<th>Business License Jurisdiction:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business License Number:</td>
</tr>
<tr>
<td>Contractor License Number (Primary):</td>
</tr>
<tr>
<td>Contractor License Number (Subcontractor):</td>
</tr>
</tbody>
</table>

2.4. References
Respondents SHOULD provide a minimum of three (3) customer references, including contact information, that have utilized the requested 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, may be asked to 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 or Not Applicable.

3. Form and Content of Proposals

3.1. **Legibility and Organization**

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

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

VENDOR RESPONSE REQUIRED: Vendor acknowledges OR Vendor Exception.

3.2. **Completeness of Response**

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

3.3. **Abbreviated Responses**

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

3.4. **Vendor Responsible for Completeness of Costs**

It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor’s cost proposal may be grounds for rejection of the Vendor’s proposal. Costs that are not clearly identified will be borne by the Vendor. The Vendor must complete...
the Cost Information Submission in Section 7.1 (summary) and Appendix C (details) of this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the Cost Information Submission.

**VENDOR RESPONSE REQUIRED:** Vendor acknowledges OR Vendor Exception.

### 3.5. Sole Point of Contact

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

1. The Vendor **must** acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor’s commitments are binding on all such parties and consequently USM is only required to negotiate with the Vendor.

2. Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to USM from any contractor, third party or subcontractor without USM having to negotiate separately or individually with any such parties for these terms or conditions.

3. Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party’s name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by USM, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of USM. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor’s proposal and subsequently accepted by USM.

**VENDOR RESPONSE REQUIRED:** Vendor acknowledges OR Vendor Exception.

### 3.6. Copies

At least one (1) signed original and two (2) signed copies of the proposal **MUST** be provided. The University **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.

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

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

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

4.4. University Not Responsible for Proposal Expenses
Receipt of a proposal does not obligate the University to pay any expenses incurred by the Contractor in preparation of the proposal or obligate the University in any other respect.

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

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

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

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

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

**VENDOR RESPONSE REQUIRED:** Vendor acknowledges OR Vendor Exception.
4.9. **Restricted Communications**

From the issue date of this RFP until a Vendor is selected and announced, all responding Vendors or their representatives may not communicate, either orally or in writing, regarding this RFP with any University employee except as noted herein. Vendor may consult with the University’s specified points of contact listed above in Section 1.2. Conversations with persons other than designated contacts about any aspect of this RFP, proposal, contract, or purchase may subject a Vendor’s response to be rejected.

4.10. **Confidentiality**

All information in this RFP is considered confidential and should not be disclosed to third parties.

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.

4.11. **Request for Proposals Do Not Obligate**

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

4.12. **Use of Information**

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

4.13. **Publicity**

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

5. **Purchase contract Terms and Conditions**

5.1. **Acknowledgment Precludes Later Exception**

By signing the Bid Cover Sheet, 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 by signing the Bid Cover Sheet may not later take exception to any item in this RFP during purchase contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions for subcontractors or separate terms and conditions will be entertained after the fact.

5.2. **Mandatory Legal Provisions**

- Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- The Vendor shall have no limitation on liability for claims related to the following items:
  - Infringement issues;
  - Bodily injury;
• Death;
• Physical damage to tangible personal and/or real property; and/or
• The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor’s employees or subcontractors.

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

VENDOR RESPONSE REQUIRED: Vendor acknowledges OR Vendor Exception.

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

The contract SHOULD include guaranteed pricing for an option to renew annually for up to 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. Failure to provide guaranteed pricing could result in the response being rejected from consideration.

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

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

5.4. Draft Purchase Agreement
Intentionally left blank.

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

The University requests to be invoiced annually.

If the University chooses to renew the contract for the optional additional years, the University requests to be billed 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.

5.6. **Purchase contract Components**

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

5.7. **Changes to Purchase contract**

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

5.8. **USM Terms and Conditions**

Unless written exception is provided in the RFP response, the winning Vendor agrees to be bound by the USM Terms and Conditions, which are incorporated herein, and may be found at [http://www.usm.edu/procurement/Terms_and_Conditions.pdf](http://www.usm.edu/procurement/Terms_and_Conditions.pdf).

**VENDOR RESPONSE REQUIRED:** Vendor will comply OR Vendor Exception.

5.9. **Materials and Warranties**

Intentionally left blank.

5.10. **Final Acceptance**

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

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

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

**VENDOR RESPONSE REQUIRED:** Vendor acknowledges OR Vendor Exception.

5.11. **Legal and Regulatory Compliance**

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

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

**VENDOR RESPONSE REQUIRED:** Vendor acknowledges OR Vendor Exception.

5.12. **Patent Infringements**

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

**VENDOR RESPONSE REQUIRED:** Vendor acknowledges OR Vendor Exception.

### 5.13. Valid Purchase Contract Required to Begin Work

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

### 5.14. Segmentation of Award

The University intends to make one award for this RFP; however, the University reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the University. The itemization of costs must be detailed enough to allow for such changes and to make appropriate and fair cost adjustment calculations resulting from such changes reasonable and manageable.

### 5.15. Proposal Exception

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

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

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

**5.15.2.** The Vendor has no liability to provide items to which an exception has been taken. The University has no obligation to accept any exception. During the proposal evaluation and/or purchase contract negotiation process, the Vendor and the University will discuss each exception and take one of the following actions:

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

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

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

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

PROPOSAL EXCEPTION SUMMARY FORM

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

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

**6. Scope of Work**

**6.1. Introduction**

The University of Southern Mississippi (USM) has approximately 14,550 students and 2,725 faculty and staff members located on the main campus in Hattiesburg, the Gulf Park campus, the Gulf Coast Research Lab, and the Stennis Space Center.

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 contract for maintenance and support will expire on July 31, 2016 with one exception expiring November 28, 2016 (see Appendix C for details).
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 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.

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 100.
   b. The sum of all categories, other than Value-Add, equals 100 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:

<table>
<thead>
<tr>
<th>Category</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost</td>
<td>90</td>
</tr>
<tr>
<td>Completeness, clarity, and organization of the proposal</td>
<td>10</td>
</tr>
<tr>
<td>Total Base Points</td>
<td>100</td>
</tr>
<tr>
<td>Value Add</td>
<td>5</td>
</tr>
<tr>
<td><strong>Maximum Possible Points</strong></td>
<td><strong>105</strong></td>
</tr>
</tbody>
</table>

3. 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 in Detailed Specifications and Requirements 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 Vendor must include a cost for each of the items.

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, 2016, and is not to expire until July 31, 2017 with one current exception expiring November 28, 2017 as noted in Appendix C. 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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Year 1 Total Cost</th>
<th>Year 2 Total Cost</th>
<th>Year 3 Total Cost</th>
<th>Total all years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 purchase contract. However, the University will always take advantage of price decreases.

7.4. Expiration of Costs Proposed

The proposal response price will be guaranteed for a minimum of 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
CONTRACT FOR THE UNIVERSITY OF SOUTHERN MISSISSIPPI TO OBTAIN SERVICES

This Agreement is between ___________________________, hereinafter referred to as “Contractor”, a corporation organized and existing under the laws of the State of ______________ with its corporate address being ____________________________, ______________, ____________, and the University of Southern Mississippi, a governmental entity of the State of Mississippi, hereinafter referred to as “USM”, with its address at P.O. Box __________, Hattiesburg, Mississippi 39406 for and on behalf of its __________________(hereinafter_________). Contractor and USM are collectively referred to as the “parties.”

WHERAS, Contractor desires to provide certain, specific services to USM.

WHEREAS, USM is willing to pay for those services.

This agreement shall not be effective unless and until both parties have executed this agreement and the effective date of this agreement shall be the date this agreement is executed by whichever party executes the agreement last. The term of this agreement shall be for __(one year)____ from the effective date of this agreement at which time this agreement shall automatically expire. However, upon mutual written agreement of both parties, if a renewal agreement is executed by both parties at least 60 days prior to the termination of this agreement, then this agreement may be renewed under terms mutually agreeable to both parties at that time.

Therefore, the parties hereby agree as follows:

A. Both parties agree to all terms and conditions set forth in Standard Terms and Conditions, with the exception of any exceptions, additions, alterations, or revisions set forth in Exceptions to the University of Southern Mississippi Standard Terms and Conditions.

B. Contractor shall:
   Provide the following services:
   a. (the scope of services should be clearly defined)
   b. ________________________________
   c. ________________________________
   d. Refrain from using USM’s name, work mark, or other university identifier.
   e. Refrain from using the name or title of any USM official.
   f. Refrain from projecting their product, or the work entailed therewith, as being approved by or otherwise endorsed by USM, its entities or officials.

C. For the services set forth herein, USM will pay Contractor as follows:
   a. (the amount of payment should be clearly defined) The timing of payment is set forth in Standard Terms and Conditions, Section A.
D. **Notices**
All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified U.S. Mail, postage prepaid, return receipt requested, to the persons at the address shown below. The parties agree to notify the other in writing of any change of address.

For Contractor: __________________________
________________________
________________________

For USM: __________________________
P.O. Box _______
Hattiesburg, MS 39406

**STANDARD TERMS AND CONDITIONS**

A. **Payment**
USM shall pay Contractor within 45 days of receipt of each invoice received from Contractor upon review and confirmation by USM that such payments and all portions thereof are due, justified and warranted based on services received by USM in accordance with §31-7-305(2), Mississippi Code of 1972.

B. **Availability of Funds**
It is expressly understood and agreed that the obligation of USM to proceed under this agreement is conditioned upon the availability and receipt of funds by USM to specifically perform the obligations set forth for USM under this agreement.

C. **Representation Regarding Contingent Fees and Gratuities**
Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Further, Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in state law.

D. **Equal Employment Opportunity**
Contractor represents and understands that USM is an equal opportunity employer and therefore maintains a policy that prohibits unlawful discrimination. Contractor agrees that during the term of this agreement that Contractor will strictly adhere to this policy in its employment practices and the provisions of its services.

E. **Assignment Prohibition**
Contractor agrees that it shall not attempt to nor shall it assign this agreement to any party and that any attempt to do so shall be void.

F. **Authority to Contract**
Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and is in good standing in the State of Mississippi; (c) that entry into and
performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provisions of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

G. Failure to Enforce
The failure by USM at any time to enforce the provisions of this agreement shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right for USM to enforce the provisions at any time in accordance with the terms.

H. Contractor-Independent Contractor
Contractor shall at all times be regarded as and shall be legally considered an independent contractor and neither Contractor nor its employees shall, under any circumstances, be considered servants, agents or employees of USM, and USM shall at no time be legally responsible for any negligence or other wrongdoing by Contractor, its partners, principals, officers, agents, employees or representatives. USM shall not be responsible for any federal and state unemployment tax, federal or state income taxes, Social Security taxes, or any other amounts for the benefit of Contractor or any of its partners, principals, officers, agents, employees or representatives. USM shall not provide to Contractor, its partners, principals, officers, agents, employees or representatives any insurance coverage or other benefits, including, but not limited to, Worker’s Compensation, which are normally provided by USM to its employees. Contractor’s personnel shall not be deemed in any way, directly, indirectly, expressly or by implication, to be employees of USM. Nothing contained in this agreement or otherwise shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any similar relationship between USM and the Contractor. At no time shall Contractor be authorized to do so and at no time shall Contractor act as an agent for or of USM.

I. Indemnification and Insurance
Contractor and its officers shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, USM, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities, from and against all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses and attorney’s fees, arising out of or caused by Contractor and its’ partners, principals, officers, agents, employees or representatives related to actions or inactions of Contractor, its partners, principals, officers, agents, employees and representatives. In USM’s sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc., but in such event, Contractor shall use legal counsel acceptable to USM. Contractor shall be solely
responsible for all costs and/or expenses associated with such defense and USM shall be entitled to participate in said defense. Contractor shall not settle any claim, suits, etc., without USM’s written concurrence, which concurrence USM shall not unreasonably withhold.

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

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

Comprehensive General Liability:
- General Aggregate - $3,000,000
- Personal & Adv Injury - $3,000,000
- Each Occurrence - $1,000,000
- Fire Damage (any one fire) - $1,000,000
- Medical Expense (any one person) - $5,000
- Automobile Bodily Injury and Property Damage Liability - $1,000,000
  Combined Single Limit

Errors and Omissions Liability: If required, Contractor shall maintain Errors and Omissions Liability Insurance in an amount of not less than $1,000,000 per claim covering claims or damages because of injury or damages arising out of any act, error, or omission of Contractor in the rendering of professional services.

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

J. Attorney’s Fees and Expenses
Contractor agrees that in the event Contractor defaults in any obligations under this agreement that Contractor shall pay to USM all costs and expenses, including but not limited to, attorney’s fees incurred by USM in enforcing this agreement.

K. Patents and Copyrights
Contractor covenants to save, defend, keep harmless, and indemnify the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, USM, and each of their officers, agents, employees, and representatives, both
in their official and in their individual capacities, from and against all claims, losses, damages, injury, fines, penalties, and costs, including court costs and attorney’s fees, charges, and other liability and exposure however caused for or on account of any copyright or patent infringement that may result from activities related to this agreement and the actions/inactions hereunder by the parties. This indemnification is not separate from that set forth elsewhere in this agreement and is not a limitation thereon, but instead is in conjunction therewith and is recited to ensure that the full breadth of the indemnification provisions contained elsewhere in this agreement are understood by the parties.

L. **Disputes**
Contractor agrees that any and all disputes between the parties to this agreement must be submitted to the USM Vice President for Finance and Administration for consideration and a final decision. If Contractor is dissatisfied with that final decision, the dispute may, at the option of USM, be subjected to resolution by mediation prior to any action being taken by Contractor toward litigation.

M. **Modifications to Agreement**
This Agreement represents the entire understanding between the parties with respect to the subject matter hereof, and this Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter and cannot be modified except by a written instrument signed by the parties. All attached schedules and exhibits are hereby incorporated by reference to this Agreement.

N. **Ownership of Documents and Work Papers**
USM shall own all documents, files, reports, work papers and working documents, electronic or otherwise, created by Contractor in connection with this agreement.

O. **Severability**
If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement, and to that end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

P. **Termination for Convenience**
USM may, when the interests of USM so require, terminate this agreement in whole or in part for convenience of USM. Written notice of the same is required to be provided by USM and shall allow no less than ten (10) days’ notice prior to the effective date of termination.

Q. **Termination for Cause**
Either party may terminate this agreement immediately upon issuance of written notice if the other party fails to perform the obligations to the other party under this agreement. The party issuing such a termination notice may allow 30 days within which the other party may attempt to cure the failure to fulfill its obligations, but such 30 day cure time is not required.
R. **Inspection of Books and Records**
USM shall have the right to inspect and audit the books and records of Contractor at reasonable times and places. Such books and records shall be retained and maintained by Contractor for a minimum of three years following the termination or the expiration of this agreement.

S. **Applicable Law**
This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of this state. Contractor shall comply with applicable federal, state, and local laws and regulations. If a court determines that any provision of this contract is not enforceable against USM, the Contractor agrees that the individual signing this agreement on behalf of USM is not personally responsible or liable for any of the obligations and duties contained herein.

T. **Venue**
Each of the parties hereto hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state courts of Forrest County, Mississippi, with respect to any litigation arising out of, or related to, this agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts). Each of the parties hereto irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this agreement of the transactions contemplated hereby, in the state courts of Forrest County, Mississippi, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum.

U. **E-Verify**
Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, *et seq* of the Mississippi Code Annotated, and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such
cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of License or Permit.

V. Force Majeure

Neither Party shall be deemed in default or otherwise liable hereunder due to its inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or similar causes beyond the party's control. Any delay in performance shall be no greater than the event of force majeure causing the delay. If an event of force majeure continues uninterrupted for a period exceeding six (6) calendar months, either party may elect to terminate this Agreement upon notice to the other, but such right of termination, if not exercised, shall expire immediately upon the discontinuance of the event of force majeure.

Exceptions to University of Southern Mississippi Standard Terms and Conditions

Any exceptions, additions, alterations or revisions to the University of Southern Mississippi Standard Terms and Conditions shall be listed herein and shall become a binding part of the contract upon approval and signature by both parties. If there are no exceptions, “NO EXCEPTIONS” should be typed after “A.” Failure to add “NO EXCEPTIONS” will render it not applicable and the entire University of Southern Mississippi Standard Terms and Conditions will be considered to be in force.

A.

B.

C.

D.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

VENDOR NAME  UNIVERSITY OF SOUTHERN MISSISSIPPI

<table>
<thead>
<tr>
<th>Vendor Rep Name / Date</th>
<th>USM Rep Name / Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Rep Title</td>
<td>USM Rep Title</td>
</tr>
</tbody>
</table>
Appendix C – Detailed Specifications and Requirements

1. SOFTWARE SUPPORT & MAINTENANCE

1.1 Vendor must provide annual Oracle Database software technical support and software updates for a period of three years beginning August 1, 2016 through July 31, 2019 with the following requirements.

1.1.1 The Vendor must provide Internet/Web online and telephone support for technical staff.

1.1.2 The Vendor must commit to respond to technical support issues in less than 24 hours.

1.1.3 The Vendor must provide support to the university support staff beyond Level 1, Help Desk.

1.1.4 The Vendor must provide new software releases to the university via Internet/Web online access.

1.1.5 The Vendor must provide zero lag time between when the manufacturer provides new software releases to the Vendor and when the Vendor provides to the university.

1.1.6 The Vendor must provide new software releases at no additional costs beyond what is being proposed in this technical support and maintenance renewal.

1.1.7 The Vendor must provide new patches and bundles to the University via Internet/Web online access.

1.1.8 The Vendor must provide zero lag time between when the manufacturer provides new patches and bundles to the Vendor and when the Vendor provides to the University.

1.1.9 The Vendor must provide new patches and bundles at no additional costs beyond what is being proposed in this technical support and maintenance renewal.
1.1.10 Access to My Oracle Support (https://support.oracle.com) must be made available at no additional cost beyond what is being proposed in this technical support and maintenance renewal.

1.2 Vendor must provide annual Oracle/PeopleSoft Application Module technical support and software updates for a period of three years beginning August 1, 2016 through July 31, 2019 with the following requirements:

1.2.1 The Vendor must provide Internet/Web online and telephone support for technical staff.

1.2.2 The Vendor must commit to respond to technical support issues in less than 24 hours.

1.2.3 The Vendor must provide support for existing PeopleSoft module new functionality as it is developed.

1.2.4 The Vendor must provide new software releases to the university via Internet/Web online access.

1.2.5 The Vendor must provide zero lag time between when the manufacturer provides new software releases to the Vendor and when the Vendor provides to the university.

1.2.6 The Vendor must provide new software releases at no additional costs beyond what is being proposed in this technical support and maintenance renewal.

1.2.7 The Vendor must provide new regulatory updates to the university via Internet/Web online access.

1.2.8 The Vendor must provide zero lag time between when the manufacturer provides new regulatory updates to the Vendor and when the Vendor provides to the university.

1.2.9 The Vendor must provide new regulatory updates no additional costs beyond what is being proposed in this technical support and maintenance renewal.

1.2.10 The Vendor must provide new patches and bundles to the University via Internet/Web online access.

1.2.11 The Vendor must provide zero lag time between when the manufacturer provides new patches and bundles to the Vendor and when the Vendor provides to the University.
1.2.12 The Vendor must provide new patches and bundles at no additional costs beyond what is being proposed in this technical support and maintenance renewal.

1.2.13 Access to My Oracle Support (https://support.oracle.com) must be made available at no additional cost beyond what is being proposed in this technical support and maintenance renewal.

1.3 Vendor must provide per item maintenance charges that will be valid for three (3) years. The University reserves the right to add/delete items on a year-to-year basis without penalties.

2. MANUFACTURER DIRECT MAINTENANCE

2.1 USM understands that the maintenance requested in this RFP may be provided directly by the manufacturer. If Vendor is the named manufacturer and will be supplying the maintenance services directly, Items 2.1.4 through 2.1.12 do not have to be completed.

2.1.1 Responding Vendor must clarify whether he is the named manufacturer and will be supplying the maintenance services directly or whether he is a third party reseller selling the maintenance services on behalf of the manufacturer.

2.1.2 Responding Vendor must explain his understanding of when or whether the manufacturer will ever sell the maintenance services directly and, if so, under what circumstances.

2.1.2.1 If the responding Vendor to this RFP will only be reselling manufacturer’s maintenance services, it is USM’s understanding that this is basically a “pass through” process.

2.1.2.2 Please provide a detailed explanation of the relationship of who will be providing the requested maintenance, to whom the purchase order is made, and to whom the remittance will be made. If there is a difference in the year one maintenance purchase versus subsequent years of maintenance, the responding Vendor must clarify and explain.

2.1.3 Manufacturer Direct Maintenance when sold directly through the manufacturer: Fixed Cost

2.1.3.1 If responding Vendor is the direct manufacturer, he must propose annual fixed pricing for three years of the requested maintenance. Vendor must provide all
details of the maintenance/support and all associated costs.

2.1.3.2 It is USM’s preference that the Manufacturer’s proposal is a not-to-exceed firm commitment. In the event that the manufacturer cannot commit to a fixed cost for the subsequent years of maintenance after year one, Manufacturer must specify the annual maintenance increase ceiling offered by his company on the proposed products. Vendor must state his policy regarding increasing maintenance charges. Price escalations for Maintenance shall not exceed 5% increase per year.

2.1.4 Manufacturer Direct Maintenance when sold through 3rd Party: Fixed Cost-Plus Percentages

2.1.4.1 In the case of a third-party “pass-through” USM realizes that the responding reseller may not be able to guarantee a fixed price for maintenance after year one since his proposal is dependent on the manufacturer’s pricing or possibly on a distributor’s pricing.

2.1.4.2 It is USM’s preference that the responding reseller work with the manufacturer to obtain a commitment for a firm fixed price over the requested maintenance period.

2.1.5 In the event that the responding reseller cannot make a firm fixed maintenance proposal for all the years requested, the responding reseller is required to provide a fixed percentage for his mark-up on the manufacturer direct maintenance that he is selling as a third party reseller in lieu of a price ceiling based on a percentage yearly increase.

2.1.5.1 In this scenario, Resellers must include in the Pricing Spreadsheets the price the Vendor pays for the maintenance and the percentage by which the final price to the State of Mississippi exceeds the Vendor’s cost for the maintenance (i.e. cost-plus percentage).

2.1.5.2 Alternatively, Resellers may propose a fixed percentage for their mark down on the manufacturer’s direct maintenance based on a national benchmark from the manufacturer, such as GSA, Suggested Retail Price (SRP) or the manufacturer’s web pricing. This national benchmark pricing must be verifiable by USM during the maintenance contract.
2.1.6 The cost-plus/minus percentage will be fixed for the term specified in the RFP. To clarify, the State’s cost for the products will change over the life of the award if the price the Vendor must pay for a given product increases or decreases. However, the percentage over Vendor cost which determines the State’s final price WILL NOT change over the life of the award.

2.1.7 USM will use this percentage in evaluating cost for scoring purposes.

2.1.8 Periodic Cost-Plus Verification - At any time during the term of this contract, the State reserves the right to request from the awarded Vendor, access to and/or a copy of the Manufacturer’s Base Pricing Structure for pricing verification. This pricing shall be submitted within seven (7) business days after the State’s request. Failure to submit this pricing will be cause for Contract Default.

2.1.8.1 Vendor Cost is defined as the Vendor’s invoice cost from the distributor or manufacturer.

2.1.8.2 The Vendor’s Proposed State Price is defined as the Vendor Cost plus the proposed percentage mark-up.

2.1.9 Vendor must also indicate how future pricing information will be provided to the State during the term of the contract.

2.1.10 Vendor must indicate from whom he buys the maintenance: directly from the manufacturer or from what distributor.

2.1.11 Vendor must be aware that only price increases resulting from an increase in price by the manufacturer or distributor will be accepted. The Vendor’s proposed percentage markup or markdown for these items, as well as the Vendor’s percentage markup or markdown for any new items, MUST stay the same as what was originally proposed. Vendor must provide USM with the suggested retail price.

2.1.12 Pricing proposed for the State MUST equal the Vendor’s invoice cost from the distributor or manufacturer plus the maximum percentage markup that the reseller will add OR the manufacturer’s national benchmark minus the cost percentage proposed.
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**TOTAL SUPPORT COST:**

**TOTAL 3-YEAR SUPPORT COST:**

If any of the items below are included in Vendor’s proposal they must be detailed below.

Warranty:
Maintenance:
Training:

*Manufacturer model number, not Vendor number. If Vendor's internal number is needed for purchase order, include an additional column for that number*