



*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. 25-07**

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**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 in the presence of the University of Southern Mississippi Procurement Services staff. Bids must be mailed in a secure container with mailing labels, boxes, etc.

Electronic copy is not included. 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

- 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>.

11.) Respondents are required to1 eM nsy th may M e b.  
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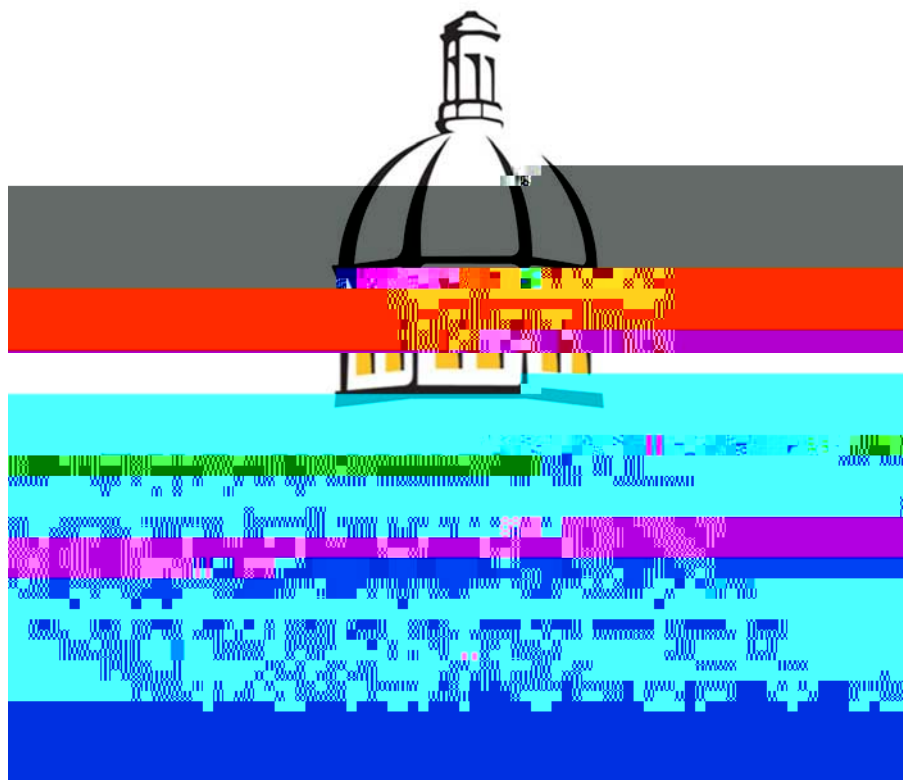
- c. The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
  - d. All requirements that the University pay interest are deleted, except for those in conjunction with USM's standard payment terms of Net 45 days. Payments made beyond 45 days are subject to late fees and interest.
  - e. Should any of the terms and conditions in the purchase contract 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.
  - f. The University shall not pay any 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 may be examined during normal working hours by bid participants. Non- participants will be prohibited from obtaining any information relative to the bid until the official award has been made.
- 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 shoul

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

**AA/EOE/ADA**



## **Cisco Smartnet Maintenance**

REQUEST FOR  
PROPOSALS

8/19/24



**A. Instructions to Vendors**

Sealed proposals for this bid will be received on the Request for Bids coversheet.

Each bid must be submitted in a sealed envelope bearing on the outside the name "Cisco Smartnet Maintenance," the name of the Vendor, the Vendor address, and the notification of opening on the specified date on the cover sheet.

**B. Payment**

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

The University requests to be invoiced 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 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.

**C. Length of Agreement**

The University of Southern Mississippi is seeking a one (1) year agreement.

**D. References:** *Intentionally left blank.*

**E. Legibility and Organization:** *Intentionally left blank.*

**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,

