

INVITATION FOR BIDS

Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Mississippi in addition to the requirements of this form.

THIS IS NOT AN
ORDER

Sealed bids will be received in the Office of Procurement and Contracts, Mississippi State University, Mississippi State, Mississippi for the purchase of items listed below. All bids must be received in the Office of Procurement and Contracts before the bid opening time given below. Delivery of bids must be during normal MSU working hours. These are 8:00 a.m. to 5:00 p.m. CST/CDT, except for weekends and holidays when no delivery is possible. Additional Bidding Requirements and Terms and Conditions are contained in Attachment 1, entitled GENERAL CONDITIONS, to this P-4 form, which requirements, terms, and conditions are incorporated herein by reference. MSU SPECIAL CONDITIONS, if any, are attached here to as Attachment 2 and incorporated herein by reference.

PROCUREMENT & CONTRACTS

Bid File No: 18-14

P.O. Box 5307

Mississippi State, MS 39762

PLEASE MAIL IN WINDOW ENVELOPE
OR ADDRESS AS INDICATED AT LEFT

BID OPENING DATE AND TIME:

March 27, 2018 @ 2:00 p.m.

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	1.00 EA	<p>RASPET BUILDING ONE OVEN INSTALLATION AND FABRICATION PER ATTACHED SPECIFICATIONS</p> <p>RFX - 3160002133</p> <p>BIDDERS SHALL SUBMIT THEIR BIDS, EITHER, IN A SEALED ENVELOPE OR ELECTRONICALLY. SEALED BIDS SHALL INCLUDE THE BID NUMBER ON THE FACE OF THE ENVELOPE, AS WELL AS THE NAME OF THE BIDDER. FOR ELECTRONIC BIDS, THE BIDDER SHALL GO TO THE FOLLOWING SITE; https:// www.ms.gov/dfa/contract_bid_search</p> <p>ALL QUESTIONS REGARDING THIS BID SHOULD BE DIRECTED TO THE OFFICE OF PROCUREMENT AND CONTRACTS AT 662-325-2550</p> <p>When using a delivery service or hand delivering, the address is: 245 Barr Avenue, 610 McArthur Hall, Mississippi State, MS 39762</p>	\$ _____	\$ _____
Vendor Name and Address		Authorized Signature	Terms	
		Title	Please Bid FOB Destination	
Telephone No:		Company Bid No.	Method of Shipment	
Date:		Offer Firm for _____ days	Delivery can be made in _____ Days	

50-ft. Walk-in Batch Oven Fabrication and Installation

Mississippi State University
Raspet Building 1
110 Airport Rd.
Starkville, MS 39759

Statement of Work

February 28, 2018

Revision: B

RECORD OF CHANGE

<i>REVISION NO.</i>	<i>CHANGE MADE</i>	<i>DATE</i>	<i>PAGE</i>
New	Initial Release	02/20/17	All
1	Add shipping comment	06/06/17	5
2	Add requirements	12/12/17	4,5
A	Modified section 2.0	1/17/18	4,5
B	Modified section 2.14	2/28/18	5
B	Modified section 2.20	2/28/18	5

TABLE OF CONTENTS

	PAGE
1.0 SCOPE.....	4
2.0 OVEN REQUIRMENTS.....	4
3.0 CONTRACTOR REQUIREMENTS	6
4.0 DELIVERABLES.....	7
5.0 SCHEDULE.....	7

1.0 SCOPE

Mississippi State University (MSU) is establishing the Marvin B. Dow Stitched Composites Development Center within building 1 of the Raspet Flight Research Laboratory located at 110 Airport Rd in Starkville, MS. In support of this effort a 51-ft. walk-in batch oven will be built and installed in the hangar space of the building 1. This document lists the minimum requirements and is not to limit the design and installation of the equipment.

2.0 OVEN REQUIREMENTS

- 2.1. The oven shall be of a walk-in configuration for batch process curing of composite materials.
- 2.2. The oven shall include features and devices recommended by the National Electrical Code (NEC) and the National Fire and Protection Agency (NFPA 79 and 86) for this type of equipment.
- 2.3. Verification of the design and installation of the oven for compliance to NEC and NFPA codes and standards by an accredited third party, i.e. UL or TUV is not required.
- 2.4. The oven shall be direct-natural gas-fired, NFPA 86 class A, with a maximum solvent load of 0.25 gallons per batch for each 25-ft. chamber and 0.5 gallons per batch for the entire 51-ft. combined chamber.
- 2.5. The air flow inside the oven shall be horizontal/vertical where the heated air is supplied from the side walls and returned via ducting on the ceiling.
- 2.6. The oven shall consist of two separate chambers with internal dimensions of 25-ft. long by 20-ft. wide by 10-ft. tall. Total combined oven internal dimensions shall be 51-ft. long 20-ft. wide by 10-ft. tall. The oven inner walls and ductwork are to be 20 gauge aluminized steel.
- 2.7. The oven shall have one (1) vertical lift door at each end capable of being operated independently with electrical pushbuttons located near each door. The door opening shall be 20-ft. wide by 10-ft. tall. A separate man door shall be incorporated into each vertical lift do to provide access to each chamber without having to open the vertical lift door.
- 2.8. The oven shall have one (1) vertical lift centrally located door to separate each individual chamber, without a man door. When the door is open the oven shall have a usable chamber volume of 51-ft. long by 20-ft. wide by 10-ft. tall.
- 2.9. The oven shall have a ¼-in. thick 304 stainless steel floor and 1/8" fiberglass mat (rated for 1000 F) insulation below the stainless steel with inverted 1.0-in. angle track running the length of the oven for engaging V-groove casters to track/guide the movement of the mold tool inside the oven.
- 2.10. All carts for transporting and supporting mold tooling and composite materials inside the oven during cure shall be furnished by MSU and shall not be included as part of the oven.
- 2.11. Each chamber shall have an industrial air heat burner rated at 1,500,000 BTU/hr. minimum for a total capacity of 3,000,000 BTU/hr. minimum for the entire 50-ft. oven.

- 2.12. The oven, 51-ft. combined chamber, (center door between two 25-ft. chambers open) shall have sufficient capability to heat 20,000-lb. of mass (work load), i.e. steel tooling, steel carts and composite material, from 70°F to 350°F at an average of 1.5°F/min. It shall be assumed that the work load is capable of absorbing the heat generated by the oven in the time available. Likewise each 25-ft separate chamber shall be capable of meeting the heating requirement defined above with 10,000-lb. of mass inside the chamber.
- 2.13. The oven, 51-ft. combined chamber, (center door between two 25-ft. chambers open) shall have sufficient capability to cool 20,000-lb. of material, i.e. steel tooling, steel carts and composite material, from 350°F to 200°F at an average of 1.0°F/min. It shall be assumed that the work load is capable of releasing the heat in the time available. Likewise each 25-ft separate chamber shall be capable of meeting the cooling requirement defined above with 10,000-lb. of mass inside the chamber.
- 2.14. Each chamber shall have its own programmable temperature controller for independent operation. The controller shall have the ability to program up to 20 segments within a single program.
- 2.15. The oven shall have an operating temperature rating as follows:
- 2.15.1. Maximum - 450°F
 - 2.15.2. Normal - 350°F
 - 2.15.3. Minimum - 150°F
- 2.16. The oven shall have a temperature uniformity of $\pm 10^{\circ}\text{F}$, @200°F and @350°F inside the work zone.
- 2.17. Temperature uniformity shall be verified per AMS2750 standards via a temperature survey using calibrated wire and include a twenty five point (minimum) profile test in each 25-ft. chamber. Testing shall consist of operating each chamber separately with the center door closed, and combined with the center door open.
- 2.18. The work zone of the oven shall be defined as follows:
- 2.18.1. For each 25-ft. chamber the work zone shall be 23-ft. long by 18-ft. wide by 8-ft. tall (work zone is positioned at a distance of one foot away from the floor, walls and ceiling).
 - 2.18.2. For the combined 51-ft. chamber the work zone shall be 49-ft. long by 18-ft. wide by 8-ft. tall (work zone is positioned at a distance of one foot away from the floor, walls and ceiling).
- 2.19. Each chamber shall have a thermocouple jack panel containing twenty four type J thermocouple plug connectors.
- 2.20. The oven shall contain a paperless recorder with Ethernet for capturing temperature data from the 24 thermal couples inside each chamber (48 thermal couples for both chambers combined) identified in section 2.13.
- 2.21. The oven shall contain eight (8) interior vacuum stubs per chamber, total of sixteen (16), each a 3/8-in. NPT BI pipe with male threaded end on oven interior and a shut-off valve on the exterior, provided on the same side of the oven as the control panel. Stubs shall be mounted to a main vacuum manifold (1.5-in. NPT BI pipe). Pressure transducers are not required on the oven vacuum system. A vacuum pump shall not be included with the oven. Note: MSU will be

- responsible for connecting the shop/building vacuum source to the oven main vacuum manifold.
- 2.22. The oven shall contain a separate exhaust system for each chamber. The exhaust system shall contain blowers and motorized dampeners on the fresh air inlet and exhaust outlet for controlling heating and cooling capabilities. The inlet air will be sourced from within the building it is installed while the exhaust air will be ducted out the nearest wall or roof.
- 2.23. The oven shall have (4) lights per chamber with on/off light switches located externally at each end of the oven.
- 2.24. The oven shall have (2) 8" x 10" windows in each end of the vertical lift doors.
- 2.25. The oven shall include a ladder to access the top of the oven.

3.0 CONTRACTOR REQUIREMENTS

- 3.1 The contractor shall design and build the oven defined in section 2.0
- 3.2 The contractor shall erect the oven at their facility and conduct acceptance testing via an operational demonstration, with MSU personnel in attendance, that all systems of the oven are functioning properly and that the oven meets all of the requirements defined in section 2.0. Acceptance testing must be successfully completed prior to receiving authorization to disassemble, ship and install the oven at MSU's facility.
- 3.3 The contractor shall ship and install the oven identified in section 2.0 into building 1 of the Raspet Flight Research Laboratory located at 110 Airport Rd in Starkville, MS.
- 3.4 The oven shall be located in building 1 per Boeing furnished layout drawing "Marvin B. Dow Stitched Composites Center, Rev G"
- 3.5 Reference figure 1.0 showing oven location inside building 1. Note that the overhead vertical clearance is 28-ft. minimum.
- 3.6 Access to the oven location inside the building shall be through the 25-ft. tall by 100-ft. wide hangar door located on the south side of the building and/or through the 25-ft. tall by 25-ft. wide hangar door opening located on the east side of the building. Note that the end of the oven is positioned adjacent to the hangar door on the east side of the building.
- 3.7 The contractor shall make all electrical power and compressed air supply connections from the building drop location identified on the Boeing furnished layout drawing "Marvin B. Dow Stitched Composites Center, Rev G" to the oven.
- 3.8 After installation of the oven is complete at MSU's facility, the contractor shall conduct acceptance testing via an operational demonstration, with MSU personnel in attendance, that all systems of the oven are functioning properly and that the oven meets all of the requirements defined in section 2.0. Acceptance testing must be successfully completed prior to proceeding with operator training.
- 3.9 The contractor shall provide operator training for three MSU personnel upon completion of acceptance testing at MSU's facility.

4.0 DELIVERABLES

4.1 Batch oven defined in section 2.0

4.2 Operators training

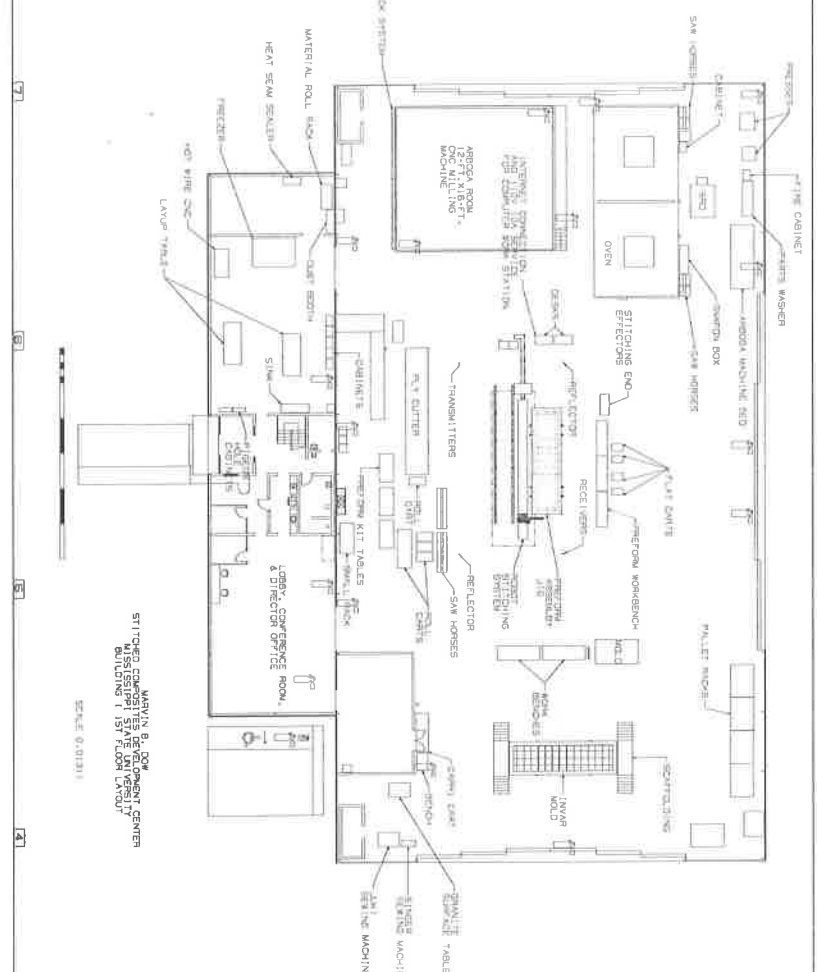
5.0 SCHEDULE

5.1 The contractor shall provide a schedule for all effort defined within this statement of work. The schedule shall be submitted with the contractor's quotation for the effort.

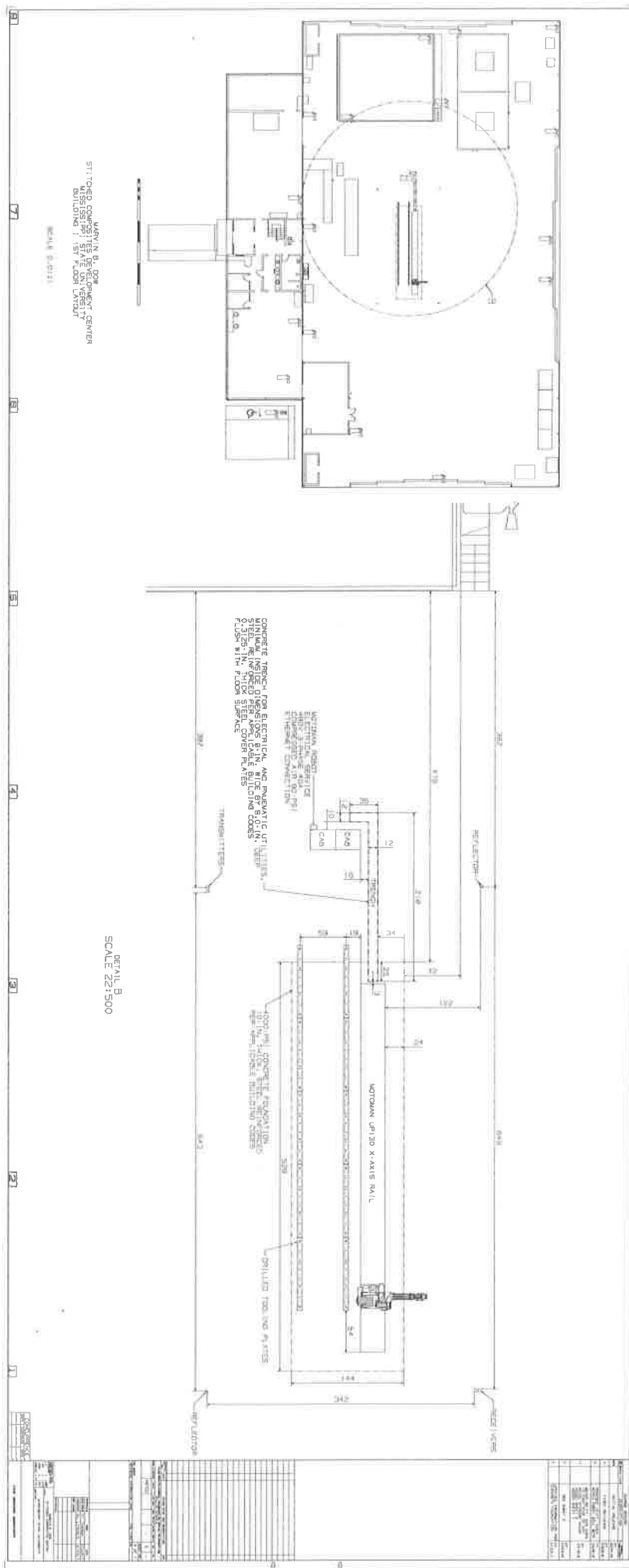


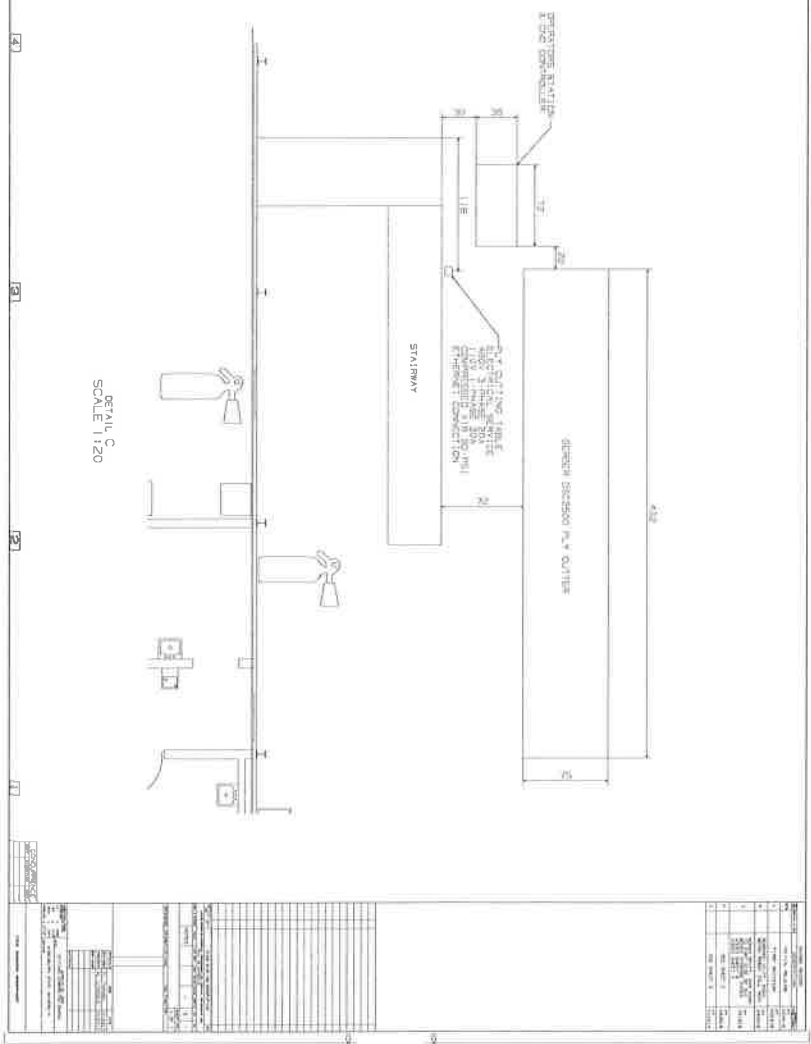
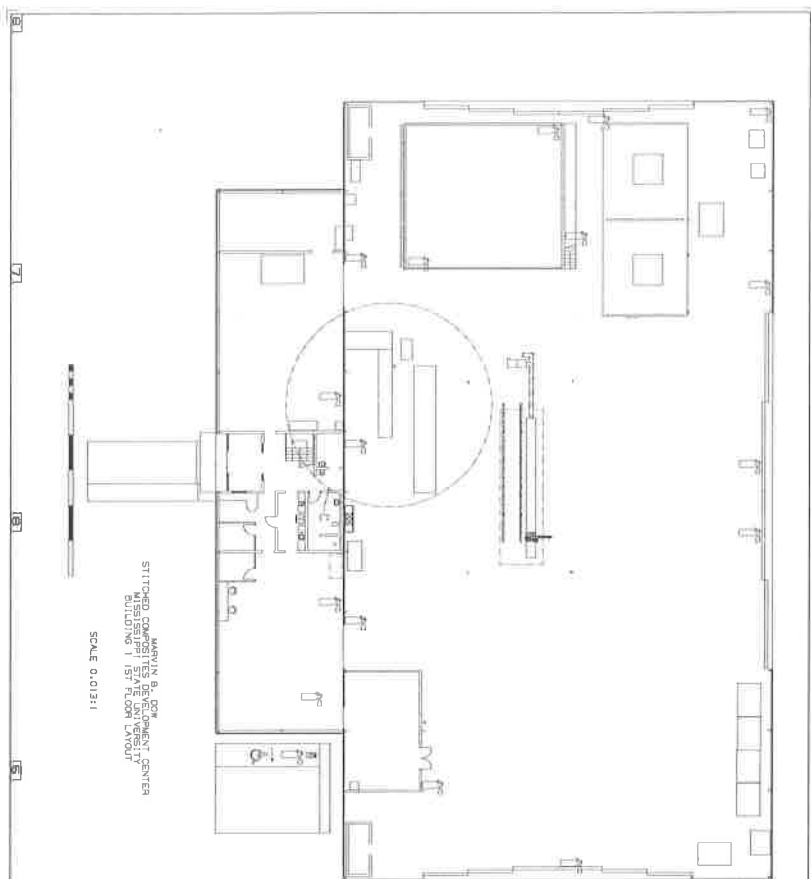
Figure 1.0 View looking east inside building 1 showing cleared floor space for 50-ft. oven with 28-ft (minimum) overhead clearance.

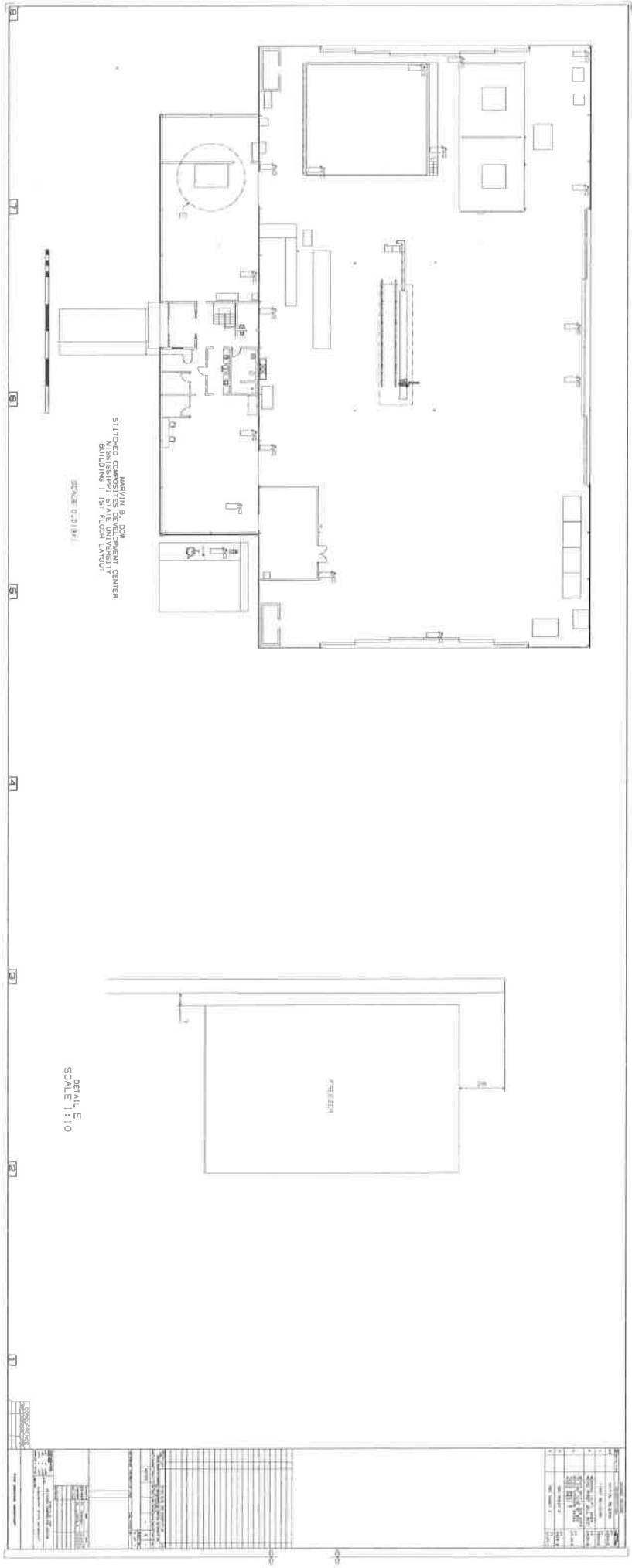
MARVIN B. DOW
 STITCHED COMPOSITES DEVELOPMENT CENTER
 MISSISSIPPI STATE UNIVERSITY
 RASPET FLIGHT RESEARCH LABORATORY
 BUILDING 1 1ST FLOOR LAYOUT
 EQUIPMENT INSTALLATION



REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR CONSTRUCTION
2	REVISED TO SHOW CHANGES
3	REVISED TO SHOW CHANGES
4	REVISED TO SHOW CHANGES
5	REVISED TO SHOW CHANGES
6	REVISED TO SHOW CHANGES
7	REVISED TO SHOW CHANGES
8	REVISED TO SHOW CHANGES
9	REVISED TO SHOW CHANGES
10	REVISED TO SHOW CHANGES
11	REVISED TO SHOW CHANGES
12	REVISED TO SHOW CHANGES
13	REVISED TO SHOW CHANGES
14	REVISED TO SHOW CHANGES
15	REVISED TO SHOW CHANGES
16	REVISED TO SHOW CHANGES
17	REVISED TO SHOW CHANGES
18	REVISED TO SHOW CHANGES
19	REVISED TO SHOW CHANGES
20	REVISED TO SHOW CHANGES
21	REVISED TO SHOW CHANGES
22	REVISED TO SHOW CHANGES
23	REVISED TO SHOW CHANGES
24	REVISED TO SHOW CHANGES
25	REVISED TO SHOW CHANGES
26	REVISED TO SHOW CHANGES
27	REVISED TO SHOW CHANGES
28	REVISED TO SHOW CHANGES
29	REVISED TO SHOW CHANGES
30	REVISED TO SHOW CHANGES
31	REVISED TO SHOW CHANGES
32	REVISED TO SHOW CHANGES
33	REVISED TO SHOW CHANGES
34	REVISED TO SHOW CHANGES
35	REVISED TO SHOW CHANGES
36	REVISED TO SHOW CHANGES
37	REVISED TO SHOW CHANGES
38	REVISED TO SHOW CHANGES
39	REVISED TO SHOW CHANGES
40	REVISED TO SHOW CHANGES
41	REVISED TO SHOW CHANGES
42	REVISED TO SHOW CHANGES
43	REVISED TO SHOW CHANGES
44	REVISED TO SHOW CHANGES
45	REVISED TO SHOW CHANGES
46	REVISED TO SHOW CHANGES
47	REVISED TO SHOW CHANGES
48	REVISED TO SHOW CHANGES
49	REVISED TO SHOW CHANGES
50	REVISED TO SHOW CHANGES
51	REVISED TO SHOW CHANGES
52	REVISED TO SHOW CHANGES
53	REVISED TO SHOW CHANGES
54	REVISED TO SHOW CHANGES
55	REVISED TO SHOW CHANGES
56	REVISED TO SHOW CHANGES
57	REVISED TO SHOW CHANGES
58	REVISED TO SHOW CHANGES
59	REVISED TO SHOW CHANGES
60	REVISED TO SHOW CHANGES
61	REVISED TO SHOW CHANGES
62	REVISED TO SHOW CHANGES
63	REVISED TO SHOW CHANGES
64	REVISED TO SHOW CHANGES
65	REVISED TO SHOW CHANGES
66	REVISED TO SHOW CHANGES
67	REVISED TO SHOW CHANGES
68	REVISED TO SHOW CHANGES
69	REVISED TO SHOW CHANGES
70	REVISED TO SHOW CHANGES
71	REVISED TO SHOW CHANGES
72	REVISED TO SHOW CHANGES
73	REVISED TO SHOW CHANGES
74	REVISED TO SHOW CHANGES
75	REVISED TO SHOW CHANGES
76	REVISED TO SHOW CHANGES
77	REVISED TO SHOW CHANGES
78	REVISED TO SHOW CHANGES
79	REVISED TO SHOW CHANGES
80	REVISED TO SHOW CHANGES
81	REVISED TO SHOW CHANGES
82	REVISED TO SHOW CHANGES
83	REVISED TO SHOW CHANGES
84	REVISED TO SHOW CHANGES
85	REVISED TO SHOW CHANGES
86	REVISED TO SHOW CHANGES
87	REVISED TO SHOW CHANGES
88	REVISED TO SHOW CHANGES
89	REVISED TO SHOW CHANGES
90	REVISED TO SHOW CHANGES
91	REVISED TO SHOW CHANGES
92	REVISED TO SHOW CHANGES
93	REVISED TO SHOW CHANGES
94	REVISED TO SHOW CHANGES
95	REVISED TO SHOW CHANGES
96	REVISED TO SHOW CHANGES
97	REVISED TO SHOW CHANGES
98	REVISED TO SHOW CHANGES
99	REVISED TO SHOW CHANGES
100	REVISED TO SHOW CHANGES







8
7
6
5
4
3
2
1

NO.	DESCRIPTION	DATE
1	REVISION	
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

NO.	DESCRIPTION	DATE
1	REVISION	
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

ATTACHMENT 1

GENERAL CONDITIONS (MSU September 2007 Edition)

Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Mississippi in addition to the requirements of this form.

ALL BIDS SUBMITTED MUST BE IN COMPLIANCE WITH THE GENERAL CONDITIONS SET FORTH HEREIN. ALL VENDORS ARE OBLIGATED TO READ, UNDERSTAND, AND AGREE TO THESE CONDITIONS WHEN SUBMITTING A BID FOR A BID TO BE CONSIDERED RESPONSIVE.

1. PREPARATION OF BIDS

- 1.1 Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- 1.2 All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing bid.
- 1.3 Pricing must be quoted on a "per unit" basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Bidder guarantees product or service offered will meet or exceed specifications included as part of this Invitation for Bid. Bid prices must be net. In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.
- 1.4 Brand Names: Any reference to brand names and numbers in the Invitation for Bids is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the referenced brands. If equipment or supplies of another brand or of other construction than that specified herein is offered by bidder, such bidder shall set forth in his bid a detailed statement indicating wherein each item offered deviates from these specifications. Unless the bidder specifies otherwise in his bid, it is understood that the bidder is offering a referenced brand item as specified in the Invitation for Bids. Mississippi State University reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name referenced, and Mississippi State University may require a bidder offering a substitute to supply additional descriptive material and a sample. When merchandise received from a successful bidder is not considered an equal by the requisitioner, it will be returned to the vendor, shipping charges collect.
- 1.5 Specification: It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the contractor.
- 1.6 Information and Descriptive Literature: Bidders must furnish all information requested in the spaces provided on the bid form. Further, as may be applicable, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature and technical specifications covering the product offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.
- 1.7 Samples: 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, manufacturer's brand name and number, bid number and item reference.
- 1.8 Time of performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid. Bid should show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates supplier to complete delivery in 14 calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. If delay is foreseen, supplier shall give written notice to MSU. MSU has the right to extend delivery date if reasons appear valid to MSU. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes MSU to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting supplier. No substitutions or cancellation permitted without written approval of the MSU DEPARTMENT OF PROCUREMENT AND CONTRACTS. Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from MSU.

2. SUBMISSION OF BIDS

- 2.1 Bids must be signed and sealed with bidder's name and address on outside of envelope, and the time and date of the bid opening and the bid file number shown in the lower-left corner of the envelope.
- 2.2 Bids and modifications or corrections thereof received after the closing time specified will not be considered.
- 2.3 Only bids submitted on bid forms furnished by Mississippi State University or copies thereof will be considered. Name of person executing bid must be in longhand.
- 2.4 Bids shall be submitted F.O.B. destination. Bids not submitted F.O.B. destination will not be considered. We do not accept fax bids.

3. ACCEPTANCE OF BIDS

MSU reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. If a bidder fails to state the time within which a bid must be accepted, Mississippi State University shall have 60 days from bid opening date to accept.

4. DISCOUNT PERIOD

Time in connection with discount offered will be computed from date of delivery at destination, or from the date correct invoices are received, if the latter date is later than the date of delivery. Cash discounts will not be considered in the award process.

5. AWARD

5.1 A response to an IFB is an offer to contract with MSU based upon the terms, conditions and specifications contained in the IFB. Bids do not become contracts until they are accepted and an authorized purchase order is issued. The contract shall be governed, construed and interpreted under the laws of the State of Mississippi excluding its choice of law provisions. Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the Invitation. Where more than one item is specified in the Invitation, Mississippi State University reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Invitation for Bids, or as expressly provided in Mississippi State University Invitation for Bids.

5.2 Unless the bidder specified otherwise in the bid, Mississippi State University may accept any item or group of items of any kind. Mississippi State University reserves the right to modify or cancel in whole or in part its Invitation for Bids.

5.3 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 and without modification of MSU's terms and conditions regardless of any terms or conditions that the Bidder normally may have or use. The contract shall not be assignable by the vendor in whole or in part without the written consent of Mississippi State University.

6. INSPECTION

Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification or rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the State of Mississippi or any subdivision thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment therefore may be made at a proper reduction in price. All goods will be subject to inspection and testing by MSU to the extent practicable at all times and places. Authorized MSU personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods which have been delivered and rejected in whole or in part may, at MSU's option, be returned to the supplier or held for disposition at supplier's risk and expense. Latent defects may result in revocation of acceptance.

7. TAXES

Mississippi State University is exempt from Federal excise taxes and state and local sales or use taxes and bidders must quote prices which do not include such taxes. Exemption certificates will be furnished upon request. Contractors making improvements to, additions to or repair work on real property on behalf of Mississippi State University are liable for any applicable sales or use tax on purchase of tangible personal property for use in connection with the contracts. Contractors are likewise liable for any applicable use tax on tangible personal property furnished to them by Mississippi State University for use in connection with their contracts.

8. GIFTS, REBATE, GRATUITIES

8.1 Acceptance of gifts from contractors prohibited. No officer or employee of the Office of Procurement and Contracts, nor any head of any state department, institution or agency, nor any employee of any state department, institution or agency charged with responsibility of initiating requisitions, shall accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of materials, supplies, or equipment for the State of Mississippi may be awarded, by rebate, gifts, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future rewards or compensation.

8.2 Bidding by state employees prohibited. It is unlawful for any state official or employee to bid on, or sell, or offer for sale, any merchandise equipment or material, or similar commodity to the State of Mississippi during the tenure of his office or employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the State.

9. BID INFORMATION

Bid files may be examined during normal working hours by bid participants. Nonparticipants will be prohibited from obtaining any information relative to the bid until the official award has been made.

10. CONDITIONS

Should a conflict exist between the General Conditions and any Special Conditions, the Special Conditions shall take precedence if applicable.

11. WAIVER

The Office of Procurement and Contracts reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of Mississippi State University, so long as such waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors.

12. CANCELLATION

Any Contract or item award may be canceled for cause by either party with the giving of 30 days written notice of intent to cancel. Cause for Mississippi State University to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchase; request for increase in prices during the period of the Contract; or failure to perform to Contract conditions. The Contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the Contractor within a period of 30 days following the date of expiration or cancellation. Cancellation by Mississippi State University does not relieve the Contractor of any liability arising out of a default or nonperformance. Cause for the vendor to cancel shall include, but is not limited to, the item(s) being discontinued and unavailable from the manufacturer.

13. SUBSTITUTIONS DURING CONTRACT

During the term of a contract if adequate documentation is provided that supports the claim that the contract item(s) are not available, then items which meet the minimum specifications may be substituted if approved by the Office of Procurement and Contracts and are deemed to be in the best interest of Mississippi State University.

14. APPLICATION

14.1 It is understood and agreed by the Vendor that this contract is entered into solely for the convenience of Mississippi State University and all purchases made by MSU for products included under the provisions of this contract shall be purchased from the vendor receiving the award unless exempt by special authorization from the Office of Procurement and Contracts. Employees of the Office of Procurement and Contracts have acted exclusively as employees of Mississippi State University for the award, consummation, administration and all other matters related to this contract and are not liable for any performance or nonperformance by Mississippi State University.

14.2 The supplier agrees to protect MSU from claims involving infringement of patents or copyrights.

14.3 Supplier hereby assigns to MSU any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Mississippi.

14.4 Signing this bid with a false statement is a material violation and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

14.4.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

14.4.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Mississippi.

14.4.3 The bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate. Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

14.4.4 The bidder has not received compensation for participation in the preparation of the specifications for this IFB.

14.4.5 The supplier shall defend, indemnify, and hold harmless the State of Mississippi, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of supplier or any agent, employee, subcontractor, or supplier of supplier in the execution or performance of this purchase order.

14.4.6 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Mississippi.

- 14.5 Any terms and conditions attached to a bid will not be considered unless the bidder specifically refers to them on the front of this bid form and encloses a legible and complete copy of the same without the need for further reference to any other document or source of information.

WARNING: Such terms and conditions may result in disqualification of the bid (e.g. bids with the laws of a State other than Mississippi, requirements for prepayment, limitations on remedies, etc.).

- 14.6 Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Mississippi Public Records Act.

16. ADDENDA

Addenda modifying plans and/or specifications may be issued if time permits. Should it become necessary to issue an addendum within the three-day period prior to the bid opening, the bid date will be reset giving bidders ample time to answer the addendum. When replying to a bid request on which an addendum has been issued, the bid shall indicate that provisions of the addendum have been noted and that the bid is being offered in compliance therewith. Failure to make this statement may result in the bid being rejected as not being in accordance with the revised specifications or plans.

17. ALTERNATE BIDS

Alternate bids unless specifically requested will not be considered. An alternate is considered to be a bid that does not comply with the minimum provisions of the specification.

18. SPECIFICATION CLARIFICATION

Inquiries pertaining to IFBs must include the IFB number and opening date. It shall be incumbent upon all bidders to understand the provisions of the specification and to obtain clarification from the MSU Office of Procurement and Contracts prior to the time and date set for the bid opening. Such clarification will be answered only in response to a written request. No clarification will be offered as a response to a telephone request.

19. BID OPENINGS

Bid openings will be conducted open to the public. However, they will serve only to open, read and tabulate the bid price on each bid. No discussion will be entered into with any vendor as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

20. PAYMENT

Supplier shall submit one copy of an itemized invoice showing order number and agency purchase order number. MSU will incur no penalty for late payment if payment is made in 45 or fewer days from receipt of goods or services and an uncontested invoice.

21. FIRM BID PRICE

Prices quoted shall be firm for the term of the contract except that Mississippi State University shall receive the benefit of any price decrease in excess of five per cent (5). The contractor must provide written price reduction information within ten (10) days of its effective date.

22. EQUAL EMPLOYMENT OPPORTUNITY

This purchase will be subject to the provisions of Executive Order 11246 if it is not otherwise exempt. Except in contracts exempted in accordance with Section 204 of the Executive Order 11246, As Amended, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965,

and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

END OF GENERAL CONDITIONS

ATTACHMENT 2

SPECIAL CONDITIONS

Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Mississippi in addition to the requirements of this form.

- ☐ None
- ☐ See Attached Drawings, Specifications or Instructions