



General Bid Conditions

Updated 05/02/2022

Bidders must comply with all rules, regulations, and statutes relating to purchasing in the State of Mississippi as well as the requirements contained herein.

All bids submitted must follow the conditions outlined next. All vendors are responsible for reading, understanding and agreeing to these conditions when submitting a bid for that bid to be considered responsive.

1. PREPARATION OF BIDS

- 1.1 Failure to examine any aspects of the Invitation for Bids documentation will be at bidder's risk.
- 1.2 All prices and notations must be printed in ink or typewritten. No erasures permitted.
- 1.3 Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error, and must be initialed in ink by person signing bid.
- 1.4 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 Bids. 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 of the bid closing.
- 1.5 Brand Names: Any reference to brand names in the Invitation for Bids is descriptive but not restrictive unless otherwise stated. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, unless otherwise specified, providing the bid clearly describes the article and how it differs from the referenced brands. If equipment or supplies of another brand or of other construction than specified herein is offered by the bidder, such bidder shall set forth in their bid a detailed statement indicating wherein each item offered deviates from these specifications. Unless the bidder specifies otherwise in their bid, it is understood that the bidder is offering a referenced brand item as specified in the Invitation for Bids. Jackson 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 JSU 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.
- 1.6 Specification: It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the vendor.
- 1.7 Bidders must provide all information requested on the bid form. Also, as may be applicable, bidders must submit for evaluation sketches, models, technical specifications, and descriptive literature covering the product offered. Reference to any materials submitted for a non-related bid will not be considered.

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- 1.7.1 Samples of items, when called for, must be furnished free of cost, 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 the opening bids. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number and bid number.
- 1.7.2 Expense Incurred in Preparing Bid: JSU accepts no responsibility for expense incurred by the bidder in preparation and presentation of a bid.
- 1.8 All vendor communications regarding the bid must be directed to the email and phone number listed on the Invitation for Bids document. Unauthorized contact may result in the bidder's disqualification.
- 1.9 Time of Performance: The number of calendar days in which delivery will be made after receipt of purchase order shall be stated in the bid. Bid should show number of days required to place material in receiver's designated location under normal conditions. Failure to state delivery time obligates supplier to complete delivery in 14 calendar days from receipt of purchase order. Unrealistically short or long delivery promises may cause bid to be disregarded. If delay is foreseen, supplier shall give written notice to JSU. JSU has the right to extend delivery date if reasons appear valid. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes JSU 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 JSU Office of Purchasing and Travel. Delivery shall be made during normal working hours only, unless prior approval for delivery at other times has been obtained from JSU.

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 RFX number shown on the outside of the envelope. Bids submitted by fax or email are not accepted.
- 2.2 Any modification or correction to bids received after the closing time will not be considered.
- 2.3 Only bids submitted on bid forms furnished by JSU or copies thereof, or bids submitted via MAGIC, will be considered.
- 2.4 Bids shall be submitted 'FOB Destination'. Bids not submitted with this shipping method will not be considered.
- 2.5 Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided. Bidders must explain, as necessary, on an attached sheet to what extent warranty and service facilities are provided.

3. ACCEPTANCE OF BIDS

JSU 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, JSU shall have 90 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 JSU 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 IFB. Where more than one item is specified in the IFB, JSU 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 the IFB.
- 5.2 Unless the bidder specified otherwise in the bid, JSU may accept any item or group of items of any kind. JSU reserves the right to modify or cancel in whole or in part its Invitations for Bids.
- 5.3 A written purchase order or contract award furnished to the successful bidder within the time of acceptance specified in the IFB results in a binding contract without further action by either party and without modification of JSU's terms and conditions. The contract shall not be assignable by the vendor in whole or in part without the written consent of Jackson State University.

6. INSPECTION

Final inspection and acceptance or rejection may be made at the delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, 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 vendor 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 shall not impose liability on the State of Mississippi or any subdivision thereof as such materials or supplies are not in accordance with the specification. In the event necessity requires the use of materials 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 JSU to the extent practicable at all times and places. Authorized JSU 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 JSU's option, be returned to the supplier or held for disposition at the vendor's risk and expense. Latent defects may result in revocation of acceptance.

7. TAXES

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

8. GIFTS, REBATES, GRATUITIES

8.1 Acceptance of gifts from vendors is prohibited. No officer or employee of the Office of Purchasing and Travel, nor any head of any state department, institution or agency, nor any employee of any state department, institution or agency charged with 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 is prohibited. It is unlawful for any state official or employee to bid on, or sell, or offer for sale, any merchandise, equipment or materials, or similar commodity to the State of Mississippi during the tenure of their 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 after the official award has been made.

10. CONDITIONS

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

11. WAIVER

The Office of Purchasing and Travel reserves the right to waive any General Condition, Special Condition, or minor deviation from specifications when considered to be in the best interest of JSU, 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 awarded may be canceled for cause by either party with the giving of 30 days written notice of intent to cancel. Cause for JSU to cancel shall include, but is not limited to, convenience; cost exceeding current market prices for comparable purchase; request for increase in prices during the Contract period; or failure to perform to Contract conditions. The vendor will be required to honor all purchase orders that were prepared and dated prior to the expiration or cancellation if received by the vendor within a period of 30 days following the date of expiration or cancellation. Cancellation by JSU does not relieve the vendor 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 JSU.

14. APPLICATION

14.1 It is understood and agreed by the vendor that this contract is entered into solely for the convenience of Jackson State University and all purchases made by JSU for products

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- included under the provisions of this contract shall be purchased from the vendor receiving the award unless exempt by special authorization from JSU. JSU employees have acted exclusively as employees of JSU for the award, consummation, administration and all other matters related to this contract and are not liable for any performance or nonperformance by JSU.
- 14.2 The vendor agrees to protect JSU from claims involving infringement of patents or copyrights.
- 14.3 Any terms and conditions attached to the IFB response will not be considered unless the bidder specifically refers to them on the front of the bid form. **Warning: Such terms and conditions may result in disqualification of the bid.**
- 14.4 Vendor hereby assigns to JSU 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.
- 14.5 Information, documentation, and other material in connection with this IFB or any resulting contract may be subject to public disclosure pursuant to the Mississippi Public Records Act.
- 14.6 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:
- 14.6.1 The bidder has not given, offered to give, no intends to give at any time hereafter economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- 14.6.2 The bidder is not currently delinquent in the payment of franchise tax owed the State of Mississippi.
- 14.6.3 The bidder certifies that the individual or business entity name listed in the 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, 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.
- 14.6.4 The bidder has not received compensation for participation in the preparation of the specifications for this IFB.
- 14.6.5 The vendor shall indemnify, defend and hold harmless the State of Mississippi and all 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 the purchase order resulting from the IFB award.

15. ADDENDA

Addenda modifying plans and/or specifications may be issued if time permits. Should it become necessary to issue an addendum with 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's disqualification as not being in accordance with the revised specifications.

16. 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.

17. SPECIFICATION CLARIFICATION

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

18. BID OPENINGS

Bid openings will be conducted as a public meeting. They will serve 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.

19. PAYMENT

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

20. FIRM BID PRICE

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

21. LIABILITY

Vendor shall hold Jackson State University, its officers, agents, and employees harmless against claims by third parties resulting from vendor's breach of this contract or vendor's negligence.

22. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of JSU to proceed under this contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the contract are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to JSU, JSU shall have the right up ten (10) working days written notice to Contractor, to terminate this contract without damage, penalty, cost or expenses to JSU of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

23. EQUAL EMPLOYMENT OPPORTUNITY

23.1 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

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every Government contract hereafter entered into the following provisions. During the performance of this contract, the vendor agrees to the following:

- 23.1.1 The vendor will not discriminate against any employee or applicant for employment because of race, religion, gender, or national origin. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, gender 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 vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided to the contracting officer setting forth the provisions of this nondiscrimination clause.
- 23.1.2 The vendor will, in all solicitations or advancements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, religion, gender or national origin.
- 23.1.3 The vendor will send to each labor union or representative of workers with which they have 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 vendor'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.
- 23.1.4 The vendor shall comply with all provisions of Executive Order No. 11246 of the September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 23.1.5 The vendor will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by JSU and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 23.1.6 In the event of the vendor'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 vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 or as otherwise provided by law.
- 23.1.7 The vendor will include 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 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]