DELTA STATE UNIVERSITY

Office of Procurement Services

Please run the following notice on **Wednesday, November 1, 2023 and Wednesday, November 8, 2023** in the Legal Advertisement of THE BOLIVAR BULLET. Please send this office the Proof of Publication for our records.

REQUEST FOR BIDS

Delta State University will accept sealed proposals until 2:00 pm CST on Wednesday, November 22, 2023, and shortly thereafter, publicly opened for the purpose of the following:

Five (5) Used Training Aircrafts

Detail specifications may be obtained by contacting Mechelle Jones at (662) 846-4046, mdjones@deltastate.edu, Delta State University, Cleveland, MS or on our website www.deltastate.edu/finance-admin/procurement/current-bid-opportunities/. Interested vendors shall submit their proposals in a sealed package. Delta State University reserves the right to reject any/or all bids. **All proposals received after the 2:00 pm CST deadline will be returned unopened.**

Address the package as follows and submit to:

Delta State University
Office of Procurement & Auxiliary Services
1003 W. Sunflower Road
Cleveland, MS 38733

In the lower left-hand corner of the package, write the following:

Bid – DO NOT OPEN
Five (5) Used Training Aircrafts
RFP DSU03-2024
RFx # 3160006263

For electronic review of proposal, go to: https://www.ms.gov/dfa/contract_bid_search and use the RFx number as your reference number under (RFx) Procurement Opportunities and Public Notifications. **RFx # 3160006263**

INVITATION FOR BID
OFFICE OF PROCUREMENT SERVICES

1. INSTRUCTIONS FOR BIDDERS

a. Sealed bids will be received in the Office of Procurement Services, Delta State University, for the purchase of the items listed herein.

b. All bids must be received in the Office of Procurement Services on or before the bid opening time and date listed herein. Delivery of bids must be during normal working hours, 8:00 a.m. to 5:00 p.m. CST, except on weekends and holidays when no delivery is possible.

c. Bidders shall submit their bids either electronically or in a sealed envelope.
   - Bidder's submission must include page 2 of this Invitation for Bid.
   - Sealed bids should include the bid number and RFX number on the face of the envelope as well as the bidders' name and address. Bids should be mailed to: Delta State University; Office of Procurement Services; 1003 W. Sunflower Rd.; Cleveland, MS 38733 or hand delivered to: Delta State University; Office of Procurement Services; Kent Wyatt Hall, Suite 221.
   - At this time, we only accept non-ITS bids electronically. For electronic submission of bids, go to: https://www.ms.gov/dfa/contract_bid_search
     and use the RFX number on the next page as your reference number.

d. All questions regarding this bid should be directed to the Office of Procurement Services 662-846-4046.

2. TERMS AND CONDITIONS

a. All bids should be bid "FOB Destination"

b. Bidders must comply with all rules, regulations, and statutes relating to purchasing in the State of Mississippi, in addition to the requirements on this form. General Bid Terms and Conditions can be found here: https://www.deltastate.edu/PDFFiles/procurement/Bid-Terms-and-Conditions-2021.pdf

c. Any contract resulting from this Invitation for Bid shall be in substantial compliance with Delta State University's Standard Contract Addendum: http://www.deltastate.edu/PDFFiles/procurement/DSU-Contract-Addendum-2021.pdf

d. Bidder must provide copy of General Liability Insurance for coverage in an amount not less than $1,000,000 within five business days of bid acceptance.

Bidder must return page 2 completed

Bid Number/RFx Number: DSU03-2024/RFX #3160006263
Opening Date: Wednesday, November 22, 2023 at 2:00 PM CST
Description: Five (5) Used Training Aircrafts

Vendor Name: _____

Vendor Address: _____

Certificate of Responsibility Number: _____

Telephone Number: _____

Days the Offer is Firm: _____

Authorized Signature: _____

Name: _____

Title: _____

TOTAL COST OF PROJECT: [ ]

Bid Specifications:

At the above date and time, sealed bids will be accepted for:

Five (5) used FAA certified four seat (minimum) single engine training aircraft

The aircraft must be built in accordance with FAA Part 23 standards.

The officials of Delta State University (purchaser) reserve the right to accept the bid they deem is in the best interest of the university. The purchaser shall be the final authority in determining compliance with the specifications. Questions concerning the technical specifications shall be directed to:

Garrett Gee	Email: ggee@deltastate.edu	Phone: 662-846-6083
Brad MacNealy	Email: bmacnealy@deltastate.edu	Phone: 662-846-6083

Bids shall be sealed and marked with the bid number and RFx number, along with the date and time of the bid opening. The award will be made to the lowest responsible bidder meeting the requirements of the specifications. The purchaser shall not be responsible for bids opened in error or are incorrectly or inadequately marked.

No bid may be withdrawn for a period of thirty (30) days. All documents and bid forms required by the specifications shall be submitted in the original bid. No additions or modifications will be allowed after bids are opened.

The buyer reserves the right to reject any or all bids with or without cause.

General Instructions

The single engine trainer and equipment to be furnished in meeting these specifications shall be the product of an established, reputable aircraft manufacturer. Each bidder shall furnish satisfactory evidence of the manufacturer's ability to construct, supply service parts, and provide technical assistance for the aircraft specified. The bidder must state the location of the factory and the location of the service center, as well as the availability of on-site service. Each bidder shall provide a list of equivalent aircraft sold and in service by the manufacturer in the state of Mississippi.

Standards Compliance

The aircraft shall conform to the Federal Aviation Administration standards in their most recent edition, as applicable to the specified aircraft.

Proposal Submission

The equipment proposed in response to this invitation shall be used – good condition as determined by DSU maintenance personnel and shall be of the latest model and type unless otherwise specified. **No prototype aircraft will be considered.**

The intent of these specifications is to describe the minimum quality level acceptable. Any brand name and/or model number mentioned is intended to be descriptive and not restrictive to bidders who cannot provide those brands. Each bidder must state the brand of any item which is not available to the bidder along with a complete description of the substituted item. The purchaser reserves the right to require a bidder to provide proof in each case that a substituted item is equal to the item specified. The Buyer shall be the sole judge in determination of acceptable substitutes and that decision shall be final.

The buyer reserves the right to initiate and/or consider negotiations in construction which will be in the best interest of the buyer once the bid has been awarded. Such negotiations will be subject to approval by the buying authority.

Submit only one bid which meets or exceeds the specifications. Bids with option price or omitted items required by the specifications in order to appear as the low bid will be rejected without consideration. Bids on alternate, stock or demonstrator units which do not meet these specifications are not being solicited. Any such bids will not be considered.

The buyer will utilize the proposal to compare the unit proposed with the specifications. All bids are requested to be submitted in the same sequence as the advertised specifications for ease of comparison.

Any erasures, strike-overs and/or changes to prices written in numerals should be initialed by the bidder. Failure to initial changes may be cause for rejection of the bid as irregular.

All bids must be signed. The buyer will not accept a bid which has not been signed by a representative of the bidder.

Bidder shall be responsible for prompt arrival of the bid at the location designated in the specifications. Late bids or telephone bids will not be considered. Bids will also not be considered from firms, individuals or the same owners of separate companies submitting more than one bid.

Evaluation Standards

The buyer will be the sole judge in determining compliance with the specifications and this decision shall be final. The buyer reserves the right to reject any or all bid proposals, and to purchase the equipment it deems most suitable to its needs. The buyer shall not be obligated to accept the lowest or any bid.

The buyer reserves the right to use the following criteria and scoring matrix in the evaluation and award process, the following criteria and point assignment will be used to evaluate the bid. (Max of 300 points)

Specification Compliance	50
Aircraft performance	50
Operational cost of the aircraft	50
Compatibility with Existing Fleet	50
Delivery time	30
Past performance of the bidder and manufacturer	10
Reputation of the Bidder with other Buyers	10
Additional safety standards above and beyond FAA requirements	30
Time between overhaul for engine and propeller	20

Warranties

This specification makes reference to various warranties which are the minimum acceptable in each case. Each bidder shall include reference which acknowledges each warranty. Bidders must include copies of each warranty that is provided directly by the apparatus manufactured.

Delivery

Each bidder shall state the estimated delivery time in calendar days. Keep in mind that the buyer may elect to award the contract based on delivery as well as price and conformance with the specifications.

Should the bidder be unable to comply with the proposed delivery date, the purchasing director shall be notified immediately with the reasons for non-compliance. Failure to meet the stated delivery may constitute a breach of contract.

The responsibility for the apparatus and equipment remains with the ~~manufacturer~~ provider until satisfactory completion of the acceptance test and the formal acceptance of the aircraft is made.

Discounts

If discounts apply for the purchase of multiple aircraft by the buyer, then the terms and conditions must be plainly spelled out. Any vague or misleading language could cause the consideration of this portion to be rejected.

Financing

No bid will be considered which requires the buyer to deposit with the bidder a down payment, prepayment, or any other such consideration as a condition of the bid. Such a requirement shall be grounds for rejection of the bid.

Exceptions

These specifications are not meant to eliminate a qualified bidder, but are stated to establish the minimum acceptable quality level that will be accepted. Exceptions may be submitted where the item specified is not available to a manufacturer. Each bidder shall list exceptions on a page entitled "Exceptions to Specifications" and shall include complete descriptions of the substituted item. Exceptions shall concisely describe the item noted for exception and state the item being provided. If there are no exceptions to the specifications listed, it shall be assumed that the buyer will find no deviations between the advertised specifications and the proposal submitted. Numerous, extensive, vague or confusing exceptions to specifications could result in rejection of the bid.

The buyer will closely compare each bid submitted with the advertised specifications in order to determine the level of compliance of each bid. All bidders are hereby advised that proposals that are found to have deviations without proper exceptions will be rejected. Proposals taking general or total exception are not being solicited.

The aircraft will be inspected upon delivery for compliance with the specifications. Deviations will not be tolerated and will be cause for rejection of the apparatus unless these deviations were originally listed and approved by the buyer as part of the contract.

Manufacturer History

A written review of the company, in chronological order, detailing the background of the manufacturer shall be provided as part of the bid proposal.

Aircraft Specifications:

Airframe

Normal category, single engine, four seat (minimum) aircraft that meets the FAA requirements for an IFR capable aircraft. Complete dual set of flight and ground controls on pilot and copilot side.

"High wing" design preferred

Overhead cabin lighting

Alternate static source

Electrically operated flaps

Fire Extinguisher

Heated pitot

Complies with all FAA Part 91 Required Lighting for Day and Night Operations in VFR and IFR conditions

Engine

FAA Certified Aircraft Engine

Propeller

Fixed Pitch Propeller

Avionics

IFR capable

Dual VHF Radios, Dual VHF Navigation with ILS localizer and glideslope, IFR certified.

Meets the requirements of FAA Part 91 for ADS-B out

ADS-B in capable

Digital audio panel/system.

All primary flight instruments are provided in a digital format (ie AHARS, ADAHRS, Air Data Computer, etc)

Dual axis, fully integrated autopilot with stability protection or "emergency level" protection

The ability to display electronic flight charts on the MFD.

406 MHZ ELT.

Emergency Standby Flight Instruments (if PFD/MFD equipped)

Safety Criteria

The safety of Delta State University's Aviation program is paramount. The aircraft we are buying must meet and exceed Minimum FAA standards. While there is no safest plane for flight training, there are planes with added safety features that will make the program even safer. The aircraft that the Aviation department elects to use for their program will be evaluated to meet those needs and have many layers of safety.

----------End of Invitation for Bid----------

GENERAL CONDITIONS
(DSU 2020 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 (IFB). 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. Delta 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 Delta 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 DSU. DSU has the right to extend delivery date if reasons appear valid to DSU. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes DSU 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 DSU DEPARTMENT OF PROCUREMENT SERVICES. Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from DSU.

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 Delta 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

3.1 DSU 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, Delta State University shall have 60 days from bid opening date to accept.

3.2 If the agency is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all bidders, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set forth herein. The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the agency as a result of a Force Majeure Event. Each bidder shall be required to ensure the delivery and receipt of its bid by the agency prior to the new date and time of the bid opening.

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 DSU 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, Delta 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 Delta State University Invitation for Bids.

5.2 Unless the bidder specified otherwise in the bid, Delta State University may accept any item or group of items of any kind. Delta State University reserves the right to modify or cancel in whole or in part the 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 DSU'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 Delta 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 DSU to the extent practicable at all times and places. Authorized DSU 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 DSU'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

Delta 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 Delta 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 Delta State University for use in connection with their contracts.

8. GIFTS, REBATE, GRATUITIES

8.1 Acceptance of gifts from contractors is prohibited. No officer or employee of the Office of Procurement Services, 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 is 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 the Special Conditions attached hereto as ATTACHMENT 2, and incorporated herein by reference, the Special Conditions shall take precedence.

11. WAIVER

The Office of Procurement Services reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of Delta 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 Delta 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 Delta 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 Services and are deemed to be in the best interest of Delta 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 Delta State University and all purchases made by DSU 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 Services. Employees of the Office of Procurement Services have acted exclusively as employees of Delta 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 Delta State University.

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

14.3 Supplier hereby assigns to DSU 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 Title and opening date. It shall be incumbent upon all bidders to understand the provisions of the specification and to obtain clarification from the DSU Office of Procurement Services 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. DSU 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 Delta 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.

END OF GENERAL CONDITIONS