

REQUEST FOR INVITATION FOR BIDS

IFB: 05.09.2018.461 – RFX 3160002199
TO PROVIDE: SALE OF LABORATORY ANALYZERS
ISSUE DATE: 4/11/2018

CLOSING LOCATON

Mississippi State Hospital – Building 93
3550 Hwy 468 West/P.O. Box 1
Whitfield, MS 39193

IFB COORDINATOR

H.L. Lockhart/Purchasing Chief
Telephone: (601) 351-8056
Fax: (601) 351-8034
E-Mail: Lockhhl@msh.state.ms.us

TECHNICAL CONTACT

Betty Hammett/Laboratory Director
Telephone: (601) 351-8000 Ext. 4915
E-Mail: betty.hammett@msh.state.ms.us

CLOSING DATE AND TIME

Bids must be received by 3:00 p.m. (CST) on 5/9/2018



MISSISSIPPI STATE HOSPITAL

P.O. BOX 157-A, WHITFIELD, MS 39193

(601) 351-8000

WWW.MSH.STATE.MS.US

James G. Chastain, FACHE
Director

April 11, 2018

Request for Competitive Sealed Bids: MSH (05.09.2018.461)

REQUEST FOR SEALED BID: (Sale of Laboratory Analyzers)RFX: 3160002199

PROSPECTIVE BIDDERS:

1. INTENT

- 1.1 In accordance with the rules and regulations of the Office of Purchasing in the Mississippi Department of Finance and Administration, Mississippi State Hospital (MSH) will receive bids for the Laboratory Analyzers as described in the following specifications.
- 1.2 Written sealed bids and samples must be received not later than 3:00 P.M., Wednesday, May 9, 2018, at Mississippi State Hospital, Central Warehouse, Building 93, 3550 Hwy 468 West, P.O. Box 1, Whitfield, Mississippi 39193.
- 1.3 Opportunities for on-site visits at Mississippi State Hospital to discuss bid specifications and inspect work sites, products or equipment will be made by appointment only. Arrangements may be made by contacting H.L. Lockhart, Purchasing Chief, Mississippi State Hospital, Whitfield, MS 39193 at (601) 351-8056.
- 1.4 Mississippi State Hospital desires to contract for the sale of Laboratory Analyzers as specified in the attached bid invitation.

2. GENERAL REQUIREMENTS

A FACILITY OF THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH

ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS

- 2.1 Term. The term of the contract shall be for the one time sale for the products or services as specified in the procurement schedule. The estimated start date for this contract shall be May 11, 2018 and the end date shall be June 30, 2018. These dates are subject to change as needed by MSH.
- 2.2 Volume. It is our intent to sale products for the quantities listed in the procurement schedule attached as part of this invitation to bid, however quantities may be increased or decreased accordingly if the needs of MSH require such a change.
- 2.3 GENERAL REQUIREMENTS-QUALIFICATIONS
- A. Failure to examine any drawings, specifications, and instructions will be at bidder's risk. It shall be incumbent upon the bidder to understand the specifications. Any requests for clarifications shall be in writing and shall be submitted to the MSH Purchasing Office at least five (5) days prior to the date and time set for the bid opening.
- B. If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person for technical information, bidders are cautioned that any oral or written representation made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the MSH Purchasing Office. For determination as to whether any representation made requires that an amendment be issued contact the MSH Purchasing Office at (601) 351-8056.
- C. It is the intent of the specifications to obtain a product or services that will adequately meet the needs of MSH while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective bidder to notify Mississippi State Hospital if the specifications, terms or conditions are

formulated in a manner which would unnecessarily restrict competition. Any protest or question concerning the bid invitation or bidding procedures must be received in the MSH Purchasing Office not less than 72 hours prior to the date and time set for the bid opening.

- D. The minimum specifications are used to set a standard and in no case are used with the intention to discriminate against any manufacturer. Bidders should note the name of manufacturer and model number of the product they propose to furnish and submit descriptive literature as applicable.
- E. Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to H.L. Lockhart, Purchasing Chief, Mississippi State Hospital, P.O. Box 1, Whitfield, MS 39193, (601) 351-8056.
- F. Only one bid, per line item, per bidder. This means that only a single bid will be accepted from each bidder for each line item requested. Alternate bids unless specifically requested will not be considered.
- G. Prices quoted shall be fixed and firm for the entire term of the contract and for no less than the stated time of acceptance which is understood to be no less than sixty (60) days.
- H. Invoices and/or payments are to be billed/sent to Mississippi State Hospital, P.O. Box 1, Whitfield MS 39193, Attn: Accounts Payable when applicable.
- I. No bid shall be altered or amended after the specified time for opening bids. Bids and modifications or corrections thereof received after the closing time specified will not be considered.
- J. No addendum will be issued within a period of five (5) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the five day period prior to the bid opening, the bid

opening date will be reset giving bidders sufficient time to answer the Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgement must be received by Mississippi State Hospital by the time and at the place specified for receipt of bids.

- K. If purchase orders or contracts are canceled because of the awarded vendor's failure to perform or a request for price decrease, that vendor shall be removed from our bidder's list for a period of no less than twenty four (24) months.
- L. The bidder understands that Mississippi State Hospital is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other such discrimination; and the bidder, by signing this bid, agrees during the term of the agreement that the bidder will strictly adhere to this policy in its employment practices and provision of products or services.
- M. Both Mississippi State Hospital and the successful vendor will agree that the initiation and continuance of the contractual agreement will be based on the availability of funds. Should there be no funds available at the time of the bid opening or during the contract period the contract will be canceled with no further obligation by Mississippi State Hospital. Any property covered by the contract will be returned to the vendor. Provided however that all payments due for the current fiscal year (July 1 through June 30) will be paid in full.
- N. Mississippi State Hospital reserves the right to reject any and all bids in whole or in part and unless otherwise specified by the bidders, to award items, parts of items or by any group of

items on the bid. Also the right is reserved to waiver technical defects. If the bidder fails to state the time within which bids must be accepted, it is understood and agreed that Mississippi State Hospital shall have 60 days to accept.

- O. It is the intent of Mississippi State Hospital to procure only the services/products that meet the minimum standards stated herein. Alternates will be considered only if deviations to those standards are fully substantiated and submitted by potentially responsive sources denoting their equality to standards stated herein, along with adequate documentation: including specifications, and construction details along with bid for evaluation and approval as applicable.
- P. All items/services must equal or exceed the specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used. All equipment bid shall be of current production and of the latest design and construction. All equipment will be new and not re-manufactured and will not have operation time beyond product testing requirements.
- Q. Bid openings will be conducted open to the public. However, they will serve only to open the bids. 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. All bidders are invited and encouraged to attend the bid opening meeting to review the submitted bids. After the close of the bid opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by bidders. Bid files may be examined during normal working hours by bid participants. Non-participants will be prohibited from obtaining any information relative to the bid until after the official award has been made.

- R. Material Standards: The successful vendor will ensure that any written material prepared by the vendor in response to the requirements of this solicitation shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved by the designated MSH Project Officer, and shall be submitted in a draft form for advance review and comment by the Project Officer. The cost of correcting grammatical errors or other revisions required to bring written materials into compliance with the solicitation requirements shall be borne by the successful vendor. Requirements may be waived by MSH if it is determined to be in the best interest of the hospital.
- S. Return/Pick-Up of Equipment. The successful vendor will, upon termination of agreement, on the date agreed upon by both parties, disconnect, dis-assemble, crate, insure and ship all vendor owned equipment, covered by this agreement, to a destination designated by the owner at no cost to MSH. This requirement applies to the successful vendor and to any third party that may become a party to this procurement. This requirement will still be in effect in the event that the original contract period has to be extended to allow for transition to a new contract.
- T. Contract. The total contract shall consist of this invitation for bid, and the proposed bid offer submitted by the successful vendor. No other documents shall be a part of the formal contractual agreement. In no event is a vendor to submit its own standard contract terms and conditions in response to this solicitation. This contract shall take priority over any other agreements that may be signed separately in conjunction with this invitation for bid, to include third party leasing agreements and/or service agreements.
- U. Changes To Invitation To Bid. Vendor will not change or alter this bid invitation in any way.

Award will be based on acceptance of this invitation in its entirety.

- V. Negotiation Delay. If a written agreement cannot be negotiated within thirty (30) days of notification of the successful bidder(s), MSH may at its sole discretion at any time thereafter, terminate negotiations with that bidder and either negotiate a contract with the next qualified bidder or choose to terminate the IFB process and not enter into a contract with any of the bidders.
- W. Tie bids. Tie low bids shall be awarded as specified in paragraph 3.202.15 of the State of Mississippi Procurement Manual.
- X. Bid errors. Errors in bids submitted shall be determined and resolved as specified in paragraph 3.202.13 of the State of Mississippi Procurement Manual.
- Y. Bid modification and withdrawal. Bids may be modified or withdrawn by written notice received in the MSH Purchasing Office prior to the time and date set for bid opening.
- Z. Mississippi State Hospital shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project services covered by the agreement resulting from this IFB, except for the bidder's internal administrative and quality assurance files and internal project correspondence. The bidder shall deliver such documents and work papers to MSH upon termination or completion of agreement. The foregoing notwithstanding, the bidder shall be entitled to retain a set of such work papers for its files. Bidder shall be entitled to use such work papers only after receiving written permission from MSH and subject to any copyright protections.

2.4 Award Criteria. Award will be made to the vendor(s) with the highest bid by line item. Factors to be considered in determining the best bid include: (1)

Total bid price (2) Conformity to Specifications (3) Responsibility of Bidder (4) Responsiveness of Bidder.

- 2.5 Bidder's Qualification. Bidders must, upon request of the Mississippi State Hospital, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Mississippi State Hospital reserves the right to make the final determination as to the bidder's ability.
- 2.6 Inspection and Acceptance. 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. Rejected material shall be removed by and at the expense of the contractor promptly after notification of rejection. Final inspection and acceptance or rejection of the supplies shall be made as promptly as practicable, not to exceed thirty (30) days after final acceptance by MSH, but failure to inspect and accept or reject supplies shall not impose liability on the Mississippi State Hospital for such supplies as are not in accordance with the specification. In the event necessity requires the use of supplies not conforming to the specification, payment therefore may be made at proper reduction in price. Upon notice from the successful contractor that installation has been completed to terms, the designated MSH Officer(s) will schedule a time to make final inspections and provide written acceptance of items covered by this bid invitation, if applicable.
- 2.7 Taxes. The Mississippi State Hospital 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. Evidence of exemption will be furnished upon request. Contractors making improvement to, additions to or repair work on real property on behalf of the Mississippi State Hospital are liable for any applicable sales or use taxes 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 Hospital for use in connection with their contracts. Contractors

shall also be liable for all personal property taxes that become due as a result of this procurement.

- 2.8 References. Vendor will provide a minimum of two (2) references as a part of their bid offers. References will be verifiable at the time of the bid opening and within fifteen (15) working days thereafter. A minimum of two references, for purchase of products and/or provision of services the same or similar to those specified in this bid invitation, completed within the most recent 48 months prior to the bid opening date, must be provided and must include a name, address, and telephone number of references. MSH reserves the right to waive this requirement if it is in the best interest of Mississippi State Hospital.

REFERENCES

	Organization	Telephone	Contact Person
1			
2			

YEARS IN BUSINESS: Indicate the length of time you have been in business providing the services requested in this invitation for bid: ____ Years ____ Months.

2.9 BONDING AND INSURANCE

- A. Successful vendor will be responsible for providing liability insurance for all vendor employees and for any subcontractor(s) hired by the vendor to perform any part of the job(s) required by the specifications in this bid invitation. Contractor must without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the contract term, Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 inclusive per occurrence insuring against bodily injury, personal injury and property damage. All required insurance will be endorsed to provide MSH with 30 days advance notice of cancellation or material change. Contractor must provide a Certificate of Insurance which is completed, certified by the original signature of an insurance company

authorized to do business in Mississippi. Contractor will provide the Certificate of Insurance, showing MSH as certificate holder, within five (5) working days after execution and delivery of the contract. Contractor will be responsible for providing liability and property insurance coverage for all contractor owned/provided equipment covered by this bid for the entire contract period, when applicable. Vendor shall also maintain in effect throughout the entire contract period, workers' compensation insurance sufficient to meet or exceed the statutory minimum requirements of the State of Mississippi covering all persons performing work under this contract. Vendor shall be prepared to provide evidence of required workers' compensation insurance upon request by MSH at any time during the contract period. This requirement may be waived by MSH when it is not applicable.

- 2.10 Literature/Specifications/Samples. All bidders must provide descriptive literature, product and installation specifications, samples and MSDS sheets (if applicable), no later than the date and time of the bid opening. Demonstration products will be provided to the designated MSH site as directed by the designated MSH Purchasing Officer, free of expense to MSH. If the demonstration products (samples) are not destroyed in testing they will, upon request by the vendor, be returned at the bidder's expense. Request for the return of demonstration products must be made within ten (10) working days following the date of the bid opening. Vendor may alternatively, at their total expense, provide for a minimum of two (2) MSH employees to visit an off-site location to review proposed bid products. This off-site alternative must include round trip travel, lodging and all meals. Bidders may also use products already in place at MSH, as demonstration products provided it is the same product being bid and schedules for demonstrations are approved by the designated MSH Officer. Each individual sample must be labeled with the bidder's name, manufacturer and order number, bid line item number and bid file number. MSH reserves the right to waive this requirement in whole or in part.

- 2.11 Operation/Care/Parts Manuals. Successful vendor will provide MSH with a minimum of one (1) each operation/care and parts manual for each unit of product as applicable.
- 2.12 Shipment/Installation. The vendor will ship (F.O.B MSH - Freight Prepaid) pick up and/or install all products/equipment, personnel, and materials necessary to successfully complete any awarded contract to the designated MSH receiving/pickup/installation site. All shipment/pickup costs **(to include all fuel surcharges)** will be paid by the vendor with no expense to MSH. No MSH agent will be involved in or responsible for conveying any material, equipment or personnel to the designated receiving/pickup/installation site. Successful vendor will schedule all pick ups or shipments Monday-Friday, 7:30 A.M. to 3:30 P.M. unless otherwise approved by the designated MSH Officer. Deliveries will be made to the following location unless otherwise notified:

Mississippi State Hospital
3550 Hwy 468 West
Whitfield, MS 39193
Attn: Building 93 Receiving

- 2.13 Service/Support. Vendor will provide a toll free telephone/pager number that can be used five days a week and eight hours daily to obtain technical and troubleshooting (modification, repair and procurement) support by phone. Vendor will perform all on-site product support within twenty four (24) hours after notification by the designated MSH Officer during the contract period. Vendor will provide written documentation of all service performed satisfactory to meet current Joint Commission requirements. Vendor will be responsible for providing that all work is performed by properly trained and qualified personnel. Vendor will be responsible for providing preventative maintenance as required by the manufacturer and all repairs as needed during the contract period at no cost to MSH. Repairs will include all needed parts, labor and travel at no cost to MSH during the contract period as stated below. Repair service will be provided 8 hours/day (8:00 a.m. to 5:00 P.M.), 5 days (Monday through Friday) per week. If depot repair or PM services are bid by vendor then the successful

vendor shall provide loaner equipment, when requested by MSH.

2.14 Training/In-service. Vendor will perform initial, continuing and advanced in-service training which includes a complete procedural, operation and care demonstration of all awarded products/services if applicable and as requested by the designated MSH Officer. Training will be conducted for all three (3) hospital shifts as requested/scheduled by MSH. Successful vendor will perform all training within ten (10) working days after receiving a request from the designated MSH Officer. Training shall be provided on-site for equipment and/or services. A minimum of two (2) MSH employees will be trained for all related products and/or services. The number of employees requiring training may vary and will be determined by MSH. This requirement may be waived, by MSH, when it is not applicable.

2.15 Warranty. Vendor will warrant, in writing, all material and craftsmanship to be free from defects for a period of no less than the one (1) year, to start from the date of acceptance by the designated MSH Officer when applicable.

2.16 Design and Construction.

A. It is the intent of these specifications to provide products and/or services which are acceptable and approved for use in a Joint Commission accredited healthcare facility.

B. All products or services shall be listed and approved to UL, CSA, CE or equal standards where applicable to its intended use at MSH as determined by the designated MSH Officer. Products and services will comply with JC, FDA, EPA, OSHA, CAP, ACORN, NFPA, ASME, FMVSS, CDC, AHA, NSTM and GSA regulations and standards where applicable to the product or service intended use or application at MSH as determined by the designated MSH Officer. MSH will be the final authority in determining if any applicable standard or regulation will be applied in whole or part for the products or services specified in

this bid invitation.

- 2.17 Final Acceptance. Upon notice from the successful vendor that installation has been completed to terms, the designated MSH Officer(s) will schedule a time to make final inspections and provide written acceptance of items covered by this bid invitation, when applicable.
- 2.18 Specifications. See attached procurement schedule page - 16.
- 2.19 Submission of Bids. Bids must be signed and in a sealed envelope, with the bidder's name and address on the outside of envelope, and the time (3:00 P.M.), date of the bid opening (May 9, 2018), and MSH Bid file number (MSH 05.09.2018.461) on the outside lower left corner of the envelope. Bid prices must be submitted on the pricing schedule provided in this bid invitation.
- 2.20 Late bids. Any bid received after the time and date set for receipt of bids is late. No late bid, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action or inaction of state personnel directly serving MSH. Bidders submitting late bids which shall not be considered for award shall be so notified as soon as practicable.
- 2.21 On-site Investigation/Inspection. Before submitting a bid, each bidder shall make all investigations and examination necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by MSH upon which the bidder will rely. If the bidder receives an award as a result of their bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract document, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.
- 2.22 Certification. The vendor agrees that submission of a

signed bid form is certification the vendor will accept an award made to it as a result of the submission.

- 2.23 Third Party Financing. Vendors shall list the name, business address, telephone number, and Contact Name for any Third Party to be used by vendor to finance rental equipment when applicable.
- 2.24 Mississippi State Hospital accepts no responsibility for any expenses incurred by the bidder in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the bidder.
- 2.25 Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid or prior to submitting the bid, by identifying the amendment number and date in space provided for this purpose on the amendment form, or by letter. The acknowledgement must be received by Mississippi State Hospital by the time, date and at the place specified for receipt of bids.
- 2.26 The bidder should mark any and all pages of the bid considered proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled applicable legal procedures.
- 2.27 Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency. Please see Exhibit - A for applicable rules and the signature page which must be signed and returned with your bid.

2.28 Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."

2.29 The contract may be cancelled by MSH in whole or in part by written notice of default to the Contractor upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. An award may then be made to the next low bidder, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Contractor (or his/her surety) shall be liable to MSH for cost to MSH in excess of the defaulted contract price. Lack of

knowledge by the Contractor will in no way be a cause for relief from responsibility.

2.30 Bidders must register as a state vendor and submit bids on line through the Mississippi Magic Procurement System. Bidders are also required to submit a paper copy of their complete bid directly to Mississippi State Hospital. Assistance with the registration process and on line bid submittal process can be obtained by calling the help line at (601) 359-1343. On line assistance is available at <http://www.mmrs.state.ms.us/vendors/index.shtml>.

Procurement Schedule: MSH Bid File 05.09.2018.461

Sale of Laboratory Analyzers

Method of Award: By Line Item To Highest Bidder

Line #	Qty	Description	Bid Price \$
1.	1 EACH	Ortho ECIQ random access analyzer, 9 years old, good condition, serial number #J19785.	\$ _____ EACH (Minimum Bid \$1500.00)
2.	1 EACH	Ortho Vitros 5.1 blood chemistry analyzer, 9 years old, good condition, serial number #J34001909.	\$ _____ EACH (Minimum Bid \$1500.00)

Vendor Service Requirements & Instructions

1. Vendor shall understand that all materials shall be sold as is, without warranty, either implied or expressed.
2. Vendor shall arrange and provide for all crating and shipping costs.
3. Vendor shall understand that the minimum bid for both analyzers is \$1500.00 per analyzer.
4. Vendor shall submit payment to MSH, in check or money order form prior to removing analyzers from the MSH campus.
5. Vendor shall understand that upon arrival at MSH they must report to the guard gate located on Hwy 475 South and receive approval to enter the MSH campus.
6. Vendor shall follow all MSH traffic rules while on the MSH campus, park only in designated areas, remove keys from and lock their vehicle(s) upon exiting it for any length of time.
7. Vendor shall understand that MSH is an institution for the long term care of mentally ill and geriatric clients and shall be considerate of them and their home. Vendor shall always seek authorization to enter any building on the MSH campus.
8. Vendor shall understand that alcoholic beverages, illegal drugs and firearms are prohibited on the MSH campus.
9. Both parties shall agree on a pick up schedule and advance notification requirements to prevent unplanned interruption of hospital operations.

BIDS WILL BE OPENED: 3:00 P.M. Wednesday, May 9, 2018 at Building 93, Mississippi State Hospital.

I certify that I am authorized to enter into a binding contract, if this bid is accepted. By signing below, the undersigned agrees to all terms and conditions of the invitation for bid, including attachments and exhibits, in whole with exceptions of those amendments as acknowledged in writing to bidder and signed by a duly authorized agent of MSH.

ACKNOWLEDGEMENT OF AMENDMENTS:

Bidders shall acknowledge the receipt of amendments by placing an "X" by each amendment number received: Amendment No. 1() Amendment No. 2() Amendment No. 3()

Contractor's Quotation No. _____ Date _____

Name of Company _____ Phone _____

Address _____ Fax _____

City/State/Zip Code _____

By _____ Title _____
(Signature)

We submit the above prices and agree to purchase products or services within _____ day(s) after receipt of purchase order or notice to proceed. Unless notified to the contrary, this offer is good for 60 days from the date of the bid opening. In submitting the above bid, it is expressly agreed that upon proper acceptance of any or all items by Mississippi State Hospital, a contract shall hereby be created only after a written purchase order and/or contract award notice are mailed or otherwise furnished to the successful bidder within the time of acceptance specified above without further action by either party. The contract shall not be assignable by the contractor in whole or in part without the written consent of Mississippi State Hospital.

H.L. Lockhart



Purchasing Chief

EXHIBIT - A

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION ADMINISTRATIVE RULE FOR MANDATORY ELECTRONIC PAYMENT OF VENDORS AND ELECTRONIC INVOICING BY VENDORS

Vendor Name ("Vendor"): _____

Vendor has received a copy of the "Mississippi Department of Finance and Administration
Administrative Rule on Mandatory Electronic Payment of Vendors."

Vendor understands that MSH is an agency of the State of Mississippi, and as such, its payments are
processed by the Mississippi Department of Finance and Administration ("DFA").

Vendor agrees to one of the following:

- a) Within 60 days, enroll in the State of Mississippi E-Payment vehicle, currently
Paymode™, for the receipt of payment from the State of Mississippi.
- b) Obtain an exemption from DFA before providing any good or services which may be
billable to MSH.

Vendor understands that payment will not be received from the MSH until enrollment in
Paymode™ is complete, or an exemption is granted by DFA.

Signature

Printed Name

Title

Date

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION
ADMINISTRATIVE RULE
MANDATORY ELECTRONIC PAYMENT OF VENDORS

I. General Purpose.

- A. The Mississippi Department of Finance and Administration (DFA) serves as the primary executive branch agency for fiscal management. Under §7-7-41, the State Fiscal Officer has the authority to prescribe rules and regulations concerning the issuance of warrants and other forms of payments for all departments, institutions and agencies of the state. This rule, unless otherwise noted, is to set as the standard that vendors of the State of Mississippi shall be paid electronically and shall be provided the supporting remittance detail by electronic means.
- B. This rule is a means for reducing the costs to produce paper warrants and remittance advices. The State has documented significant savings in the move to electronic payment and remittance. The State avoids the costs associated with printing, sorting, distributing, copying, and mailing warrants. Additionally, the State has determined that there are reduced opportunities for fraud and lost payments under this means of payment and remittance.
- C. Vendors benefit by receiving notification of pending deposits of funds and have options for interfacing the remittance data from the State into their accounts receivable systems.

II. Definitions.

- A. ACH: Automated Clearing House. Affiliated with the U. S. Treasury and the Federal Reserve System and used as the conduit for electronic payments and collections.
- B. EFT: Electronic Funds Transfer. Electronic Funds Transfer (EFT) provides for electronic payments and collections. EFT is safe, secure, efficient, and less expensive than paper check payments and collections. Issuance costs for EFT payments are approximately 80% less than the cost to issue the same payment on a paper warrant. EFT transactions use the ACH network associated with the Federal Reserve System.
 - 1. The State of Mississippi uses "standard EFT" for transferring funds to employee bank accounts for direct deposit of payroll payments and for some transfers to checking accounts of State agencies.
 - 2. The State uses expanded EFT in the transfer of funds and remittance information using PayMode™. The State has established PayMode™ as the default payment method for those payments and transfers requiring supporting remittance information.
- C. E-payment vehicle: Tool that captures the payment and remittance information and pushes it electronically to the designated vendor from the source system (MAGIC). The ACH is used to move the funds while a proprietary system is used to provide access to supporting remittance data and notification of the availability of funds to the State's vendors.
- D. Existing Agreements: Individual agreements in place for the acceptance of electronic payments prior to the implementation of this policy.
- E. PayMode™: A Bank of America product, PayMode™ is the State's present e-payment vehicle.

- F. MAGIC: Mississippi Accountability System for Government Information and Collaboration, the successor system for SAAS and SPAHRS.
- G. Vendor payments: Payments initiated and approved by State Agencies for various goods and services or as used to transfer funds to other governing authorities such as school districts, cities, and counties.

III. Requirements for Transitioning to E-payment Vehicle

- A. All existing vendors presently set up for payment through standard EFT, unless otherwise approved as an exemption, must be enrolled in PayMode™.
- B. All vendors established as new vendors in the State Magic System must be established for e-payment and remittance via PayMode™.
- C. All remaining MAGIC vendors, unless specifically exempted, must convert to PayMode™ on the schedule determined by DFA.
- D. To register for PayMode™, vendors should go to the Bank of America's™ enrollment website at <http://www.bankofamerica.com/paymode/ms>.
 - 1. Vendor must have a valid email address in order to enroll with PayMode™.
This email address can be obtained through one of the free email services such as Yahoo or Hotmail.
 - 2. Vendor must have access to a computer. As computers are generally accessible in all businesses as well as in Public Libraries or other public forums, no exemption will be granted for having only limited or no access to a computer.
 - 3. Vendor may request assistance in enrolling with the State's e-payment service provider by contacting mash@dfa.state.ms.us or by calling MASH at (601) 359-1343.

IV. Requirements for Transitioning to E-invoicing

- A. All vendors who contract with a state agency must agree to invoice the State electronically through PayMode.
- B. To register for PayMode E-invoicing, vendors must first register with PayMode for E-payment.
- C. Vendors must then complete additional information on the PayMode website to enroll in E-invoicing.
- D. Vendors may request assistance in enrolling in PayMode E-invoicing by contacting PayMode Customer Support at 1-866-252-7366.

V. Exemptions

- A. The following are exempt from this rule:
 - 1. State employees as defined in §25-9-107;
 - 2. Contract workers – note that Independent Contractors are **not** exempt from this rule;
 - 3. Vendors specifically approved for “one of” payments using the

specific vendor number designated for that purpose by the Office of Fiscal Management;

4. Right-of-Way acquisition payments made by the Mississippi Department of Transportation.
5. Debt service payments made by the Office of the State Treasurer;
6. Tax payments to the IRS (standard EFT);
7. Tax payments to the Mississippi State Tax Commission (standard EFT);
8. Transfers to the Public Employees Retirement System of Mississippi (standard EFT);
9. Transfers to the Mississippi Deferred Compensation and Trust/SBA (standard EFT);
10. Vendors who apply for exemption and are approved by DFA.

B. To apply for exemption, the vendor must submit a written application to: Director, Office of Fiscal Management
Department of Finance and Administration
501 North West Street, Suite
1101B Jackson, Mississippi 39201

C. Application must detail the following:

1. Reason(s) exemption requested. This must be a narrative explanation of the reason for the request;
2. Documentation of supporting cost and legal issues associated with the request for the exemption.

D. DFA will issue a written determination within 10 business days of the receipt of the exemption request. The written determination of DFA will be considered the final determination.

Ortho Clinical Diagnostics

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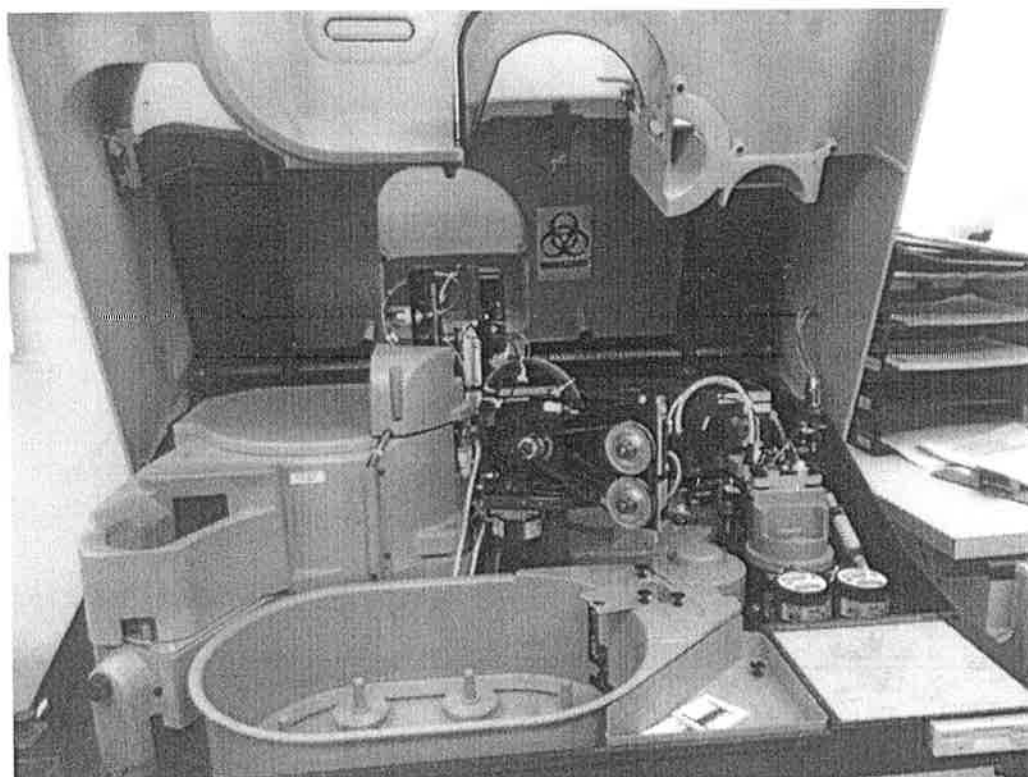
Ortho ECiQ Random Access Analyzer S/N is J19785. Used 9 years for small volume of testing.

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