



MISSISSIPPI STATE DEPARTMENT OF HEALTH

**REQUEST FOR QUOTES-FORMAL (RFQF)
REVERSE AUCTION
RFx # 3140003342**

The Mississippi State Department of Health will purchase vital records banknote/security paper and **invites your** participation in accordance with the terms and conditions of this RFQF Reverse Auction. Once award of the bid has been made, the terms and conditions as set forth in this RFQF Reverse Auction shall become a contract binding on the successful bidder. Any documents submitted to satisfy a requirement of this request and any assurances made by the successful bidder in satisfaction of this request shall become a part of the agreement between the Mississippi State Department of Health and the successful bidder. The Mississippi State Department of Health shall have the right to rely upon the documents and assurances submitted by the successful bidder.

This RFQF Reverse Auction is for one year to provide Vital Records with banknote/security paper for official documents of the State of Mississippi.

E-Verify Compliance - Contractor/Seller represent 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 agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. 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 (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.

E-Payments – Payments by the Mississippi State Department of Health shall be made and remittance information provided electronically as directed by the State of Mississippi. 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 terms 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.

Applicable Law – This purchase(s) shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The vendor shall comply with applicable federal, state and local laws and regulations.

Payment Terms – MS Code Section 31-7-305(3) allows a state entity to pay invoices within 45 days without penalty.

Bid terms are welcome, however, they will not be used as criteria for awarding the bid.

Items will be purchased from the RFQF Reverse Auction by the Mississippi State Department of Health in accordance with the terms and conditions set out in this request and the attachments hereto.

State and Federal law requires that the Mississippi State Department of Health not be liable should federal or state funds not be available to make the purchases. Should federal or state funds be reduced or eliminated, the State of Mississippi, the Mississippi State Department of Health, its agents, servants and employees would have no obligation to purchase any quantity of goods or services covered by this request for bid. The bidder agrees to hold the above enumerated entities and individuals harmless in that event.

The bidder/prospective vendor must further give assurances in writing that it can provide and deliver the items as ordered on a schedule agreeable to the Mississippi State Department of Health. The contractor shall not assign, sell or subcontract in whole or in part, its rights or obligations under this agreement without prior written consent of the MSDH. Any attempt assignment or sale of the contract without said consent shall be void and of no-effect.

The MSDH reserves the right to refuse any items not meeting the specifications of this bid.

Prospective bidders are to contact Cynthia Brasher, Purchasing Director in writing if there are any questions regarding this RFQF Reverse Auction, either by email Cynthia.brasher@msdh.ms.gov or by writing to P. O. Box 1700, Jackson, MS 39215-1700. Questions should be received no later than the close of business on December 9, 2022.

Sealed quotes/responses will be accepted/received until 10:00 AM, CST, December 15, 2022 either hand delivered or by mail to **Mississippi State Department of Health, Purchasing Department, Room 137A, The Underwood Building, 570 E. Woodrow Wilson, Jackson, Mississippi 39216 or Post Office Box 1700, Jackson, MS 39215-1700.** The quotes/responses must be received before and be dated, and time stamped by the submission deadline. No quotes/responses will be accepted after the established submission deadline.

. In response to the COVID-19 emergency declaration issued by Governor Tate Reeves, the Mississippi State Department of Health, effective on March 17, 2020, was closed, and remains closed, to the public.

Prior to the quote/response due date and time, quotes/responses may be Hand Delivered to the agency between the hours of 8:00 a.m. and 5:00 p.m. CST. Entry may be obtained at the Visitor's entrance of the Mississippi State Department of Health, Osborne Building, 570 E. Woodrow Wilson, Jackson, MS 39216. A receptionist will be on duty to receive the bid responses and forward to the addressee on the envelope/package.

No facsimile (FAX) quotes/responses will be accepted.

Quote/response BID FORM must be signed by a person with authority to bind the bidder and must accompany your submission.

In addition, it is requested that bidders also submit a quote/response on-line in the State of Mississippi electronic procurement system, MAGIC, however, it is not mandatory. In order to submit quotes/responses bidders must be registered as a vendor in MAGIC system and have an I.D. number and password assigned at the time of registration. Technical assistance may be found at <http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/>. If a bidder submits both a paper quote/response and an on-line quote/response, the paper quote/response will take precedence if there is a discrepancy between the two.

The Mississippi State Department of Health reserves the right to waive minor informalities, which are matters of form rather than substance, or insignificant mistakes or to allow the bidder to correct them if other bidders are not prejudiced.

The bid will be awarded to the lowest and best responder/participant of this RFQF Reverse Auction as determined by the agency. The awardee will perform the terms and conditions of the bid and any contract awarded hereunder. No assignment of subcontracting of the award or any contract awarded there under shall be allowed without prior written consent of the MSDH.

PLEASE MARK YOUR ENVELOPES EXTERNALLY:

RFx #3140003342 Submission Deadline: 10:00 AM, CST, December 15, 2022

Mississippi State Department of Health
Office of Vital Records & Public Health Statistics

Requirements Section

Technical Specifications

I. BACKGROUND, PURPOSE, AND ELIGIBILITY REQUIREMENTS

A. Background

The Office of the State Registrar of Vital Records & Public Health Statistics, which is housed within the Mississippi State Department of Health (MSDH), is the office responsible for administering the Mississippi Vital Records program and has been in existence for over 100 years. The program is responsible for the registration, modification, and certification of all Mississippi births and deaths. Mississippi does not have local/county vital records locations. The office anticipates issuing 582,000 documents in 2022. MSDH intends to request 600,000 sheets for the first twelve month order. There will be only one shipment.

B. Purpose

The purpose of this RFP is to obtain competitive proposals from qualified Offerors to provide vital records banknote/security paper for the state of Mississippi. The Offeror shall provide the required security/certificate paper to the Mississippi State Department of Health, Office of Vital Records per the specifications outlined in section III.

C. Eligibility Requirements

In order to submit a proposal for this RFP, the offeror must meet the following items in order to be eligible for consideration:

1. Offeror shall have been in the business of designing, printing, and shipping vital records documents for a period of at least three (3) years.
2. Offeror shall have the capability to print security features specified in Section III below.
3. Documents must be printed in an ISO and NASPO certified manufacturing facility located and manufactured within the United States where documents of high value are commonly printed, and a high degree of plant security exists in the printing and storage of all materials used, as well as the product being produced.

II. AWARD PERIOD TIMELINE AND LIFE OF PROJECT

A. Award Period (Life of Project)

The term of the awarded contract shall be upon completion of the fully executed contract(s) for a period of one (1) year. The contract may be renewed for up to four (4) additional years, at the sole discretion of the State, contingent upon Offeror performance and funding availability. The total amount of the contract including any renewals shall not exceed five (5) years.

B. Project Timeline

The anticipated start date for the executed contract is February 1, 2023 with delivery of goods within 10 weeks of the executed contract. At the sole discretion of the State, MSDH may modify the dates of the contract.

III. MANDATORY REQUIREMENTS

The following qualifications must be met by the offeror in order for the proposal to be considered. Offerors not meeting all of these requirements will not be considered.

A. Paper Stock

1. **Size.** Trimmed size of 8-1/2" x 11"
2. **Pages.** Single sheet printed one side, numbers and matching bar code on front.
3. **Weight.** 28 lb. Basis weight: .005" thickness; 94% opacity; offset, UV Dull (dead), neutral acid free pH paper, and compatible with any lithographic or intaglio process.

B. Paper Security Features

1. **Watermark Security Design.** Background security design such as a genuine multi-tone watermark (Fourdrinier or mould) visible though use of transmitted light. This should be a true watermark that is an overall design embedded into the paper at the paper mill. The watermark must not be reproducible on a scanner, color copier or black and white copier or able to be removed, corrupted, or easily replicated.
2. **Toner-retention coating.** A toner-retention coating to both the front and back is required for superior toner adhesion to prevent certificate tampering.
3. **Security Fibers.** Overt and covert security fibers integrated into the paper. Visible and invisible fluorescent fibers randomly distributed and instantly detectable under black ultraviolet (UV) light. Visible fluorescent fibers maybe any combination of red and blue, and invisible fluorescent fibers may be any combination of colors.

C. Printed Security Features

1. **Fine-line banknote steel plate printing.** One -color face to include fine-line lathe work border. The border to be similar with vital records previously issued by the State of Mississippi.
2. **Engraving.** Engraving to include latent-image letters "V" and "R" in positive-negative treatment, to appear only when viewed from a prescribed angle. Other micro lines producing images within the engraved border of a representative seal or image.
3. **Engraved Border.** Incorporated into the Intaglio border at the top, center should be the words "STATE OF MISSISSIPPI," " CERTIFICATION OF VITAL RECORD" and "ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE," must be centered in bottom of the Intaglio border. Within the engraved border, vendor must include artwork to depict the Mississippi State flower, the Magnolia the State bird, the Mockingbird or other themed elements of the State's history, traditions, or culture.
4. **State of Mississippi Seal Engraved.** State of Mississippi Great Seal shall be engraved in the lower left corner for added security.
5. **Other Engraved Seals or Symbols.** The Mississippi State Board of Health Seal shall be engraved and appear in the lower right-hand corner.
6. **Border Ink Color.** Blue (286).
7. **Lithographic and Microtext:** A line of lithograph microtext of the words "VITAL RECORD" or a combination " STATE OF MISSISSIPPI", repeated to appear as a ruled line when viewed without magnification shall be incorporated within the Intaglio border or seals. This may be either positive or

negative and shall contain intentional errors.

8. **Security Ink.** Overall prismatic under tint to be printed with fluorescent erasure-sensitive oil-based ink with a "VOID" feature to deter color copier reproduction and to render evident any attempts to alter by mechanical or chemical means.
9. **Lithographic or Offset Printing:** The signature line shall include name, title and facsimile signature of the State Registrar and should read "Judy Moulder", "State Registrar". The following text should also be placed at the bottom of the sheet, "This is a true and correct reproduction of the document officially registered and placed on file with the Mississippi Bureau of Vital Records and Public Health Statistics" and "This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar." All should be printed in black ink.

D. Composition

Obverse side of paper shall contain a printed warning band and UV Invisible offset.

E. Numbering

Consecutive 8-digit control number with a corresponding Code 39 bar will to be printed on the front of the form in black ink. The bar-code should be placed in the upper right of the front. It should be approximately 1 ½ inches wide and ½ inch high including the numbers. Final placement will be determined after discussions with the successful bidder. The starting certificate number must be 15598001.

Offeror shall guarantee that there will be no missing or duplicate numbers.

F. Packaging/Delivery

Shrink-wrap 500 sheets per package. The sheets shall appear in each package in ascending order from the top of the box according to the unique number assigned to each sheet, have a chip board on top and be labeled with beginning and ending number for each package.

Cartons shall be packed no more than 2,000 sheets per carton, or 4 packages of 500. Cartons shall be packed horizontally, full and uniformly so documents remain stable inside boxes. Boxes shall be sealed with a tamper resistant tape that will leave signs of tampering when opened.

Each carton shall be clearly labeled and include carton number, carton quantity and the starting and ending sequential numbers.

Vendor must provide forms that are free from smearing or smudging during the packaging process. Vendor agrees to refund payment or exchange at no cost those forms that are determined to be unacceptable by MSDH for reasons related to production, wrapping or shipping.

All documents shall be delivered under secure conditions, clearly marked for inside delivery and shrink wrapped pallets.

Free on Board (FOB) destination.

Offeror shall replace any paper damaged in shipment (damage to be determined by MSDH).

Include a packing list which should contain the carton number, quantity per carton,

beginning and ending control numbers contained in each carton.

Delivery shall require a truck with a liftgate and will require a pallet jack.

Designated inside delivery is to be included in quote.

G. Manufacturing Security

1. General Security Measures

- i. All paper manufacturing and printing shall be done in a facility in the continental United States.
- ii. All work, plates and materials shall be kept in a locked vault.
- iii. Plates shall be produced in the manufacturing facility.
- iv. All spoilage shall be securely destroyed by shredding on premises of the Offeror.

2. Specific Security Measures

- i. Offeror shall certify to the following security measures:
 - a. Outside Perimeter
 1. Fire door has break-alarm bell for alert in the event of exit (e.g. burglar alarm system). Uniform locking devices on all outside doors.
 2. A log kept for all visitors entering office and manufacturing area
 3. Receiving and loading platform arranged to prohibit truck drivers or delivery personnel from entering plant.
 4. All production areas have limited access (at minimum, employees only during work hours).
 - b. Inside Plant
 1. Plant guarded by electronic security 24 hours per day, 7 days a week.
 2. Printing plates produced only under maximum security conditions and stored in vaults when not in use.
 3. Work stored in locked vaults requiring dual-access entry.
 4. Shipping manifest: Cartons pulled in sequential order and carried on pallets directly to the trucks.
 5. Inks not commercially available are formulated, mixed and excess destroyed on premises.

H. Samples

Attach 10 voided samples of certificates used by other states or like copies of each paper type with response. MSDH will test the samples for function, quality, workmanship, and any other evaluation criteria it deems necessary to determine whether or not samples conform to the specifications.

Vendor shall prepare proofs for any changes of documents upon the request of MSDH. The proofs are to be included in the overall price of documents. Printing shall not begin until proofs are approved.

IV. HOW TO RESPOND

A. Requirements Documentation

All proposals must include the following sections and headers and must include:

1. Vendor Information & Confirmation of Offer Form
2. Table of Contents

A table of contents must be included. There is no preference in style.

3. Company Profile

The company profile is to describe the proposal and highlight the major features of it. It must indicate any requirements that cannot be met by the Offeror. The reader should be able to determine the essence of the proposal by reading the Company Profile.

A complete description of the Offeror's financial health and ability to provide product until the end of the contract as well as their experience with this type of product. This information must include the following:

- a. Number of years in business.
 - b. Number of years making this type of paper.
 - c. Number of state and county vital records clients.
 - d. List of all supervisory/management personnel who will be performing work and their years of experience in the role, with the company and within the industry.
 - e. Copies of Audited Financial Statements for the last three (3) years including any audit findings.
 - f. A description/narrative of a transition plan in the event that production should cease prior to scheduled end of contract.
4. Detailed Response

This section should constitute the major portion of the proposal and must contain at a minimum the following information:

- a. Narrative
A complete narrative of the Offeror's assessment of the work to be performed, the Offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
 - b. Point-By-Point
A specific point-by-point response, in the order listed, to each requirement in the RFP.
5. Price Sheet
 - a. **Base Pricing**

Offeror to submit an itemized price sheet outlining costs for all items proposed in the RFP including, but not limited to, all components of printing, shipping, and inside delivery. Printing costs shall include any price breaks by quantity offered by Offeror. The "per thousand" price includes all prepress, electronic file manipulation, order preparation, negatives, dies, plates, plate changes, proofs, packaging, shipping, delivery and other services or supply needed to print and deliver paper in accordance with specifications. No other pricing will be allowed.

b. Additional Security Feature Pricing

Offeror to indicate whether there are any additional security features that can be provided within the base pricing.

B. Additional Information and Material to be Submitted with Proposal

1. Customer Service Plan

The response must include a narrative of the Offeror's customer service plan. This plan will be rated by MSDH based on responses to the following questions:

- a. With whom would the Agency place a routine order for a paper shipment?
- b. How does the Offeror determine that an individual ordering paper is authorized to place that order?
- c. How will the Offeror inform the Agency that paper has been shipped and expected delivery date?
- d. If a paper shipment was late, lost or damaged en route, who would the Agency contact? Alternately, if the Offeror was aware of shipment problems, how would they inform the Agency?
- e. What method does the Offeror use to track paper orders? Does the Offeror provide the Agency a "dashboard" or other monthly accounting of number of sheets ordered, number shipped, amount stored and available to ship and estimated time of paper production (if new paper needs to be printed?)
- f. How and whom will the Agency contact if an emergency shipment of paper is needed? Is this a different contact than the primary contact? How long will it take to ship the order from time of request?
- g. If the Agency finds defects with the paper including duplicate or missing numbers, who would be the contact? What is the Offeror's plan for rectifying problems with defective paper?

2. References

Provide information from at least three (3) projects of similar scope. Include, at a minimum, the following information:

- a. Organization or company name
- b. Contact name
- c. Phone number
- d. Fax number

- e. E-mail address
- f. Brief description of project scope and dollar value
- g. Status of project

References may be contacted at any time during this RFP process to determine an Offeror's experience and quality and integrated into the evaluation discussion.

V. Budget

The proposal must state the annual total fixed-price for 600,000 sheets of security paper, stated in terms of price per 1,000. Price Sheet Prices must be firm for the first year of the contract. For subsequent years, any price increases must be received at least four (4) months prior to the end of each one-year period. Any increases during the extension negotiations period shall be agreed upon by MSDH and vendor for approval. The vendor shall provide the MSDH with supporting evidence to support the increase.

Description

Banknote/Security paper based on attached specifications

Quantity

600,000

Price per case

Total costs

Name of Company:

Quoted By:

Signature:

Email:

Telephone Number:

By signing this Bid Form, the company representative certifies that he/she has authority to bind the company and has thoroughly read and understands this bid and the attachments herein and that the company meets all requirements and agrees to all provisions of this solicitation and any issues addenda.

MSDH Request for Quotes-Formal (RFQF) Reverse Auction

RFx# 3140003342

INSTRUCTIONS AND SPECIAL CONDITIONS

The Mississippi State Department of Health plans to purchase the following and invites your quote/participation:

600,000 sheets in first year of Banknote/Security paper for Vital Records

The Purpose of this RFQF is to advertise this competitive procurement for solicitation of formal quotes from potential bidders to participate in a Reverse Auction.

The initial response to the RFQF shall include a proposed product, including specifications and/or sample, for the MSDH to evaluate and determine responsiveness to requirements/specifications. Once a supplier's/bidder's product is determined to be responsive, the supplier/bidder may participate in the reverse auction.

Responding suppliers/bidders must provide a quote with the initial response. Quotes are utilized by the purchasing agent to determine market pricing and set the auction parameters (e.g., Start Price).

Valid quotes will be accepted until 10:00 AM, CST, December 15, 2022.

Qualified bidders will be notified approx. 7 working days prior to the auction via email if selected to participate. Once notification has been received, bidders should logon to MAGIC to validate technical requirements prior to the Live Auction.

The anticipated time for this reverse auction, for this procurement, is scheduled to be held on Wednesday, December 28, 2022, beginning at 10:00 AM, CST and end at 10:30 AM, CST. All bids must be entered into the eProcurement system during the allotted timeframe to be considered however, the MSDH reserves the right to extend the auction date if necessary to complete prequalification. In addition, no vendor/supplier may be prohibited from participating in the reverse auction in person by paper through surrogate bidding.

Suppliers should be advised that no award will automatically result from a reverse auction, and that the MSDH will review the results of the auction and make a determination in a timely manner.

Vendors/bidders must be registered in MAGIC in order to receive a User ID and Password to log in. Vendors who are new to MAGIC may visit the [Vendor information page](#) on State of MS, Department of Finance and Administration's web site, or register online, [Vendor Registration](#).

To Log into MAGIC, open the following URL: <https://portal.magic.ms.gov/iri/portal>. Enter User ID and Password. The password is case sensitive.

**MSDH Request for Quotes-Formal (RFQF) Reverse Auction
RFx #3140003342**

GENERAL CONDITIONS- REVERSE AUCTIONS

ALL BIDS SUBMITTED SHALL BE IN COMPLIANCE WITH ALL CONDITIONS SET FORTH HEREIN. THE BID PROCEDURES FOLLOWED BY THIS OFFICE WILL BE IN ACCORDANCE WITH THESE CONDITIONS. THEREFORE, ALL BIDDERS ARE URGED TO READ AND UNDERSTAND THESE CONDITIONS PRIOR TO SUBMITTING A BID.

1. DEFINITIONS

The use of the word "agency" in any Bid Invitation solicitation or specification shall be intended to mean state agencies only. The words "governing authority" when used shall be intended as meaning city, county or other local entities.

2. PREPARATION OF BIDS

- 2.1 Responding suppliers must provide a Quote with the initial response. Quotes are utilized by the Purchasing Agent to determine market pricing and set the auction parameters (e.g., start price). Bids and/or Quotes may be submitted through the State of Mississippi's e-procurement system (MAGIC), or in person to the Mississippi State Department of Health, Office of Purchasing ("MSDH" or "the State"). Paper bids are allowed. 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 the person signing bid.
- 2.2 To submit bids electronically, bidders must ensure they are registered in the MAGIC system and have received a login, password, and supplier number and that all technical requirements have been met.
- 2.3 If a bidder is unwilling or unable to participate through MAGIC, an MSDH representative can enter the Vendor's bid(s) manually (i.e. Surrogate bidding).
- 2.4 Bidders participating in person by surrogate bidding must so indicate in their response to the initial Request for Quote-Formal (RFQF).
- 2.5 Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- 2.6 Price each item separately. Unit prices shall be shown. Bid prices must be net.
- 2.7 It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the bidder.
- 2.8 Bidders must furnish all information requested in the bid specifications. Further, when required, each bidder must submit for bid evaluation cuts, sketches, descriptive literature and technical specifications covering the product offered. Reference to literature submitted with a previous bid or on file with MSDH will not satisfy this provision.
- 2.9 Samples of items, when requested, 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, State of Mississippi commodity number, bid number and item reference.

2.10 Time of performance. The number of calendar days in which delivery will be made after receipt of order shall be indicated in the bid specifications.

3. BID SUBMISSION

3.1 When submitting a bid electronically, the authorized signature may be typed or be an electronic signature.

3.2 Bids and modifications or corrections received after the closing time specified will not be considered.

3.3 When submitting the response to the RFQF in MAGIC, bidder must ensure all questions have been answered within the RFQF and all proposed items in bid have a response.

3.4 Bidders submitting paper responses should submit responses to the MSDH by the response deadline.

4. ACCEPTANCE OF BIDS

MSDH reserves the right to reject any and all bids, to waive any informality in bids and unless otherwise specified by the bidders, to accept any items on the bid. The State reserves the right to modify or cancel in whole or in part its Invitation for Bids.

If a bidder fails to state the time within which a submitted response will expire, it is understood and agreed that the MSDH shall have 60 days to accept.

5. ERROR IN BID

If a vendor is participating in a Live Auction, the vendor can notify MSDH in the event of an erroneous bid via the chat message feature. Erroneous bids, where the mistake is apparent to MSDH, may be deleted during the live auction.

6. SPECIAL DISCOUNT PERIOD

Time in connection with a special 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.

7. AWARD

7.1 Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the bid specifications. Where more than one item is specified in the specifications, the State reserves the right to determine the low bidder either on the basis of the individual item(s) or on the basis of all items included in its Invitation for Bids, or as expressly provided in the State's Invitation for Bids.

7.2 Unless the bidder specified otherwise in the bid, the State may accept any item or group of items of any kind.

7.3 A written purchase order or contract award furnished to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party. The contract shall consist solely of these General Conditions, the Instructions and Special Conditions, the successful bidder's bid, and the written purchase order or contract award. The contract shall not be assignable in whole or in part without the written consent of the State.

8. 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 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.

9. TAXES

The State 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 the State 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 the State for use in connection with their contracts.

10. GIFTS, REBATE, GRATUITIES

- 10.1 Acceptance of gifts from bidders is prohibited. No officer or employee of the MSDH, 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.
- 10.2 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 during the tenure of his or her 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.

11. BID INFORMATION

Bid information and documents may be examined pursuant to the Mississippi Public Records Act of 1983, MS Code 25-61-1 et seq.

12. PRECEDENCE

Bids shall be made and the contract shall be entered into in accordance with the General Conditions as hereinafter amended and modified. Should a conflict exist between the General Conditions and the Instructions and Special Conditions, the Instructions and Special Conditions shall take precedence.

13. COMPETITION

There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government contract price without any liability as

the State is exempt from the provisions of the Robinson-Patman Act and other related laws. In addition, the U.S. Government has no provisions in any of its purchasing arrangements with bidders whereby a lower price to the State must automatically be given to the U.S. Government.

14. WAIVER

MSDH reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the State.

15. CANCELLATION

Any contract or item award may be canceled with or without cause by the State with the giving of 30 days written notice of intent to cancel. Cause for the State to cancel may include, but is not limited to, cost exceeding current market prices for comparable purchases; 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 the State does not relieve the Contractor of any liability arising out of a default or nonperformance. If a contract is canceled by the State due to a Contractor's request for increase in prices or failure to perform, that Contractor will be disqualified from bidding for a period of 24 months. The Contractor may cancel a contract for cause with the giving of 30 days written notice of intent to cancel. Cause for the Contractor to cancel may include, but is not limited to the item(s) being discontinued and/or unavailable from the manufacturer.

16. 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, items which meet the minimum specifications may be substituted if approved by MSDH and the substitutions are deemed to be in the best interest of the State.

17. APPLICATION

It is understood and agreed by the bidder that any contract entered into as a result of this Invitation for Bids is established for use by MSDH and all purchases made by MSDH for products included under the provisions of the contract shall be purchased from the bidder receiving the award unless exempt by special authorization from the state Office of Purchasing, Travel and Fleet Management.

Under the provisions of Section 31-7-7 Mississippi Code of 1972, Annotated, the prices offered herein shall be extended to the governing authorities. However, the governing authorities, by provisions of Section 31-7-12 Mississippi Code, may purchase products covered by state contracts from any source offering an identical product at a price that does not exceed the state contract price.

18. ADDENDA

Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of two (2) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the two (2) day period prior to the bid opening, the bid date will be reset to a date not less than five (5) working days after the date of the addendum, giving bidders ample time

to comply with the addendum. When replying to a bid request on which an addendum has been issued, and the specifications require acknowledgement, 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.

19. NONRESPONSIVE BIDS

Nonresponsive bids will not be considered. A non-responsive bid is considered to be a bid that does not comply with the minimum provisions of the specification. Any bidder found to repeatedly offer alternated products that are not compliant with specifications in an attempt to obtain a contract on the basis of pricing only will be disqualified from bidding for a period of 24 months.

20. SPECIFICATION CLARIFICATION

It shall be incumbent upon all bidders to understand the provisions of the specifications and to obtain clarification prior to the time and date set for the live auction or bid opening. Such clarification will be answered only in response to a written request submitted in the specified amount of time set by the MSDH. The MSDH reserves the right to specify a time frame in which clarification request shall be made.

21. Omitted

22. PRE-QUALIFICATION PROCESS

- 22.1 The purpose of the RFQF is to advertise the competitive procurement for solicitation of formal quotes from potential bidders to participate in the Reverse Auction. The MSDH will be responsible for defining product categories, adding bidders, and publishing all bid related documents to the procurement portal. Once the responses have been received and the Opening Date has been reached, the MSDH will review the submissions to qualify bidders and determine a starting price for reverse auction items.
- 22.2 The Invitation for Bids/RFQF shall be advertised in accordance with Section 3.106.05.4 of the Mississippi Procurement Manual. Minimum due date for responses to the RFQF will be on the 8th working day after the last day of advertisement.
- 22.3 Responses to the RFQF will be reviewed by the MSDH for responsiveness to specifications. Price quotes received will be evaluated in conjunction with other market research to determine the starting price for the Auction.
- 22.4 The MSDH will accept bidder responses in MAGIC who have qualified meeting RFx specifications. Bidders not meeting specifications will not be allowed to participate in the Auction.
- 22.5 Once qualified, the MSDH will notify the vendor of Qualification and the date of the Live Auction via email. After receiving the confirmation email, bidders should review/ensure technical requirements for MAGIC have been met or confirm participation in person.
- 22.6 It is requested that bids be submitted on the basis of statewide distribution. Contractors must maintain adequate distribution capabilities and adequate stock of all items to insure prompt delivery.

23. FIRM BID PRICE

Prices accepted from bidder submissions shall be firm for the term of the contract except that the State shall receive the benefit of any price decrease in excess of five (5) percent. The contractor must provide written price reduction information within ten (10) days of its effective date.

24. CONTRACT EXTENSION

- 24.1 Automatic contract renewals or extensions are not allowed. Contracts must be extended or renewed with the proper documents signed or approved by the MSDH.
- 24.2 The MSDH reserves the right to extend the term of a contract, when necessary, to continue a source of supply whenever new or replacement contracts are not completed prior to the expiration date. Such extensions are dependent upon the agreement of the Contractor and shall not exceed three (3) months.

25. SUSPENSION AND DEBARMENT

By submitting a bid, the bidder is certifying that neither the bidder nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in federal assistance programs.

26. ASSIGNMENT

The Contractor shall not assign or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of the MSDH.

27. INDEMINIFICATION

Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

28. LIVE AUCTION

- 28.1 Notification of Auction Start date and time will be sent via email to qualifying bidders. If a bidder is unwilling or unable to participate through MAGIC, a representative from the MSDH can enter the Vendor's bid(s) manually (i.e. Surrogate Bidding). If a bidder elects to participate via Surrogate Bidding, the bidder must be physically present at the public bidding location, with the means to submit written bids for each offer made and signed by an authorized agent of the Vendor. A Bid Form will be provided to the Vendor at the start of the auction. This form will not be returned to the bidder but will become a part of the Bid Documentation for Evaluation by the MSDH.

- 28.2 The Auction time may be extended at the discretion of the MSDH. Examples of reasons to extend an auction include, but are not limited to, technical difficulties experienced by the MSDH or bidder, the need to pause the Auction, or bids placed within the last few moments of bidding.
- 28.3 Communication with bidders participating electronically during the Auction may be done via the Live Chat Feature. The MSDH has the ability to send messages to particular bidders or broadcast to all bidders. Bidders can ONLY communicate with the MSDH, not other bidders.
- 28.4 Bidders may be removed from a Live Auction for improper conduct, including but not limited to profanity, threats, consistently entering erroneous or extremely low bids, or other disruptive behavior.
- 28.5 Bidders/Suppliers should be advised that no award will automatically result from a reverse auction, and that the MSDH will review the results of the auction and make a determination in a timely manner.

29. FORCE MAJEURE

If the MSDH 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 MSDH 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 MSDH as a result of a Force Majeure Event. Each bidder shall be required to ensure the delivery and receipt of its bid by the MSDH prior to the new date and time of the live auction or bid opening.