

**MSDH Request for Quotes-Formal (RFQF) Reverse Auction
RFx #3140002254**

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.

MSDH Request for Quotes-Formal (RFQF) Reverse Auction

RFx# 3140002254

INSTRUCTIONS AND SPECIAL CONDITIONS

The Mississippi State Department of Health plans to purchase the following and invites your quote/participation: One (1) Capillary Column Gas Chromatograph/Single Quad Mass Spectrophotometer Instrument for analytical analysis daily on drinking water samples using the Environmental Protection Agency (EPA) Method 525.2

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 3:00 PM, CST, Friday, May 29, 2020.

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 Friday, June 12, 2020, beginning at 2:00 PM, CST and end at 2:30 PM, 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/irj/portal>. Enter User ID and Password. The password is case sensitive.

Vendors/bidders are responsible for ensuring Technical Requirements are met for participating in the reverse auction, etc. Technical Requirements are listed below:

Technical Requirements

Bidders are responsible for ensuring technical requirements are met.

Acceptable Internet Browser(s)

- Microsoft Internet Explorer (IE) version 11
- Microsoft Edge
- Google Chrome versions 49 and above

Unsupported Internet Browser(s)

- Microsoft Internet Explorer (IE) version 10 or below
- Safari
- Firefox

Note: Pop-up blocker must be turned off.



MISSISSIPPI STATE DEPARTMENT OF HEALTH

REQUEST FOR QUOTES-FORMAL (RFQF)
REVERSE AUCTION
RFx # 3140002254

The Mississippi State Department of Health will purchase one One (1) Capillary Column Gas Chromotograph/Single Quad Mass Spectrophotometer Instrument for analytical analysis daily on drinking water samples using the Environmental Protection Agency (EPA) Method 525.2 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 a one-time instrument purchase for an GC/MS instrument per specifications

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 Contract/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 Thursday, May 21, 2020.

Sealed quotes/responses will be accepted/received until 3:00 PM, CST, Friday, May 29, 2020 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 #3140002254 Submission Deadline: 3:00 PM, CST, May 29, 2020

Minimum Bid Specifications to purchase a Capillary Column Gas Chromatograph/Single Quad Mass Spectrophotometer

RFx 314002254

The MPHL performs analytical analysis daily on drinking water samples received from public water systems for compliance monitoring purposes. The purpose of the GC/MS instrument is to detect organic compounds in drinking water by Liquid-Solid Extraction and Capillary Column Gas Chromatography/Mass Spectrometry per EPA method 525.2. The purpose of this RFP is to solicit proposals and enter into a contract between the successful vendor and the MPHL for the purchase of one (1) Capillary Column Gas Chromatography/Mass Spectrometry based on the below specifications:

A. GENERAL SPECIFICATIONS:

	Does Vendor Meet/Agree to Minimum Requirements? (Yes, No, Exceeds)	If response is No or Exceeds, the vendor must explain response
A.1 The instrument must be new and a model currently in production. Refurbished or demonstrator instruments are not acceptable. List instrument name and model.		
The Gas Chromatograph/Single Quad Mass Spectrophotometer must be capable of analyzing drinking water by EPA Method 525.2.		
The system must follow instrument operation conditions and meet all QC requirements as specified in EPA Method 525.2.		
The system must have an autosampler capable of making automated liquid injections of 1uL from a 2mL autosampler vial.		
A.3 Vendors must confirm that all essential spare parts of the quoted system shall be available for a minimum period of 10 years from the date of supply of the bid.		
A.4 The vendor must submit with their response a pre-installation checklist which shall identify any specific requirements needed for operation of the instrument and peripherals including but not limited to, voltage, circuit breakers, surge protectors, exhaust requirements, cooling requirements, space requirements and argon purity, flow and pressure		
A.5 The vendor must provide a list of at least 5 current clients that use their instrument to perform testing on drinking water samples. The list must include the client estimated testing volume and testing methods.		
A.6 The vendor must provide any EPA method 525.2 application notes associated with the quoted instrument.		

A.7 The vendor is responsible for Packing, Forwarding, Freight & Insurance, Delivery at site, Commissioning and Training in a satisfactory manner without undue delay.		
The system must be provided with operation and maintenance manuals.		
A.8 Vendor is responsible for the installation of the instrument and accessories to an acceptable operable state for the calibration of analytes and the analysis of samples per EPA method 525.2 within 30 days after delivery.		
B. Instrument Requirements – Hardware	Does Vendor Meet/Agree to Minimum Requirements? (Yes, No, Exceeds)	If response is No or Exceeds, the vendor must explain response
B.1 Gas Chromatograph		
Must feature an external control module to provide easy accessibility to the GC and immediate interactions with it.		
The display screen of the GC should display instrument status including all instrument conditions.		
It must be able to calculate the carrier gas linear velocity and the column void time		
B.2 Oven	Does Vendor Meet/Agree to Minimum Requirements? (Yes, No, Exceeds)	If response is No or Exceeds, the vendor must explain response
The GC must be capable of temperature programming with multiple ramps.		
The column oven must have an operating range of 25°C to 400°C		
The oven temperature stability must be within 0.01 °C/ every °C of actual temperature.		
The oven mainframe must include all the necessary electrical and gas connections for injectors and detectors without the use of tubing and wires to obstruct the oven top.		
B.3 Pneumatic Controls	Does Vendor Meet/Agree to Minimum Requirements? (Yes, No, Exceeds)	If response is No or Exceeds, the vendor must explain response
Electronic pneumatic controls must be integral part of injector and detector.		
Must have no extra tubing and wires needed to operate electrical valves, and deliver carrier, detector and make-up gases to injectors and detectors.		
The digital carrier gas controller must allow operation in constant and programmed flow and pressure modes.		
B.4 Split/Splitless Injector		
The injector must be able to operate with capillary columns.		

Must allow changing of injection port septa and liners without cooling the MS transfer line or ion source.		
The injector must allow timed closure/opening of the purge line.		
Maximum Temperature: 300 °C		
Split Ratio: up to 100:1		
Pressure Range: 0-1000 kPa (0-145 PSI)		
Total Flow Setting must allow the control of split flow in 1 mL/min from 0 to 1000 mL/min and provide a Purge flow from 0 to 50 mL/min		
B.5 Helium Saver		
Must have a Helium Saver accessory that reduces the consumption of helium gas by the split/splitless (SSL) injector compared to standard SSL injector.	Does Vendor Meet/Agree to Minimum Requirements? (Yes, No, Exceeds)	If response is No or Exceeds, the vendor must explain response
Must be able to reduce the consumption of helium gas during the time the GC is not performing an analytical run (idle time).		
B.6 Single Quad MS		
Must be able to easily switch GC columns without venting the mass spectrometer.	Does Vendor Meet/Agree to Minimum Requirements? (Yes, No, Exceeds)	If response is No or Exceeds, the vendor must explain response
The ion source must be made of solid, inert, non-coated material(s).		
The ion source must be capable of heating up to 300 °C under user-selectable temperature control.		
The ion lenses, ion guide, and pre-quad must have separate heater from the ion source.		
Must have ion sources dedicated to EI.		
The mass spectrometer must be capable of electron ionization at a nominal electron energy of 70 eV to produce positive ions.		
The mass spectrometer must be capable of scanning at a minimum from 45-450amu with a complete scan cycle time of 1.0 second or less.		
Must have integrated, lens-protected dual filament assembly with improved filament lifetime and effective regulation of emission current across the available emission current range.		
Must have constant calibration gas pressure for optimum system tuning. The analyst must not have to adjust the calibration gas pressure for tuning or troubleshooting.		
The main quadrupole set must be protected from contamination, eliminating the need for periodic replacement of the main quadrupole set.		
Must have ability to acquire data in SIM mode to create and write to data file 200 scans/s or more.		
Must have ability to acquire data in Full Scan mode to create and write to data file 90 scans/s or more when scanning over range of 125 u.		

The analyzing quadrupole rods must be made of inert, non-coated, homogeneous, non-hygroscopic material, so the analyzing quadrupole rods can be cleaned.		
The analyzing quadrupole rods must be assembled in an open configuration, allowing lower local pressure inside the analyzer assembly, reducing the possibility for ion collisions with other ions and neutral molecules, increasing ion transmission.		
Must have digital electronic noise discrimination.		
The vacuum system must have an extended capacity turbomolecular pump, which is air-cooled, with control and safety interlocks integrated into the system.		
The vacuum system must also have ability to perform Automated Leak Check using a metered amount of air as reference in order to remove the effect of instrument to instrument variability due to the difference in relative sensitivity to air and cal gas ions.		
The mass spectrometer must produce a mass spectrum that meets the following criteria when approximately 5ng of DFTPP is introduced to the GC: Mass (M/z)Relative Abundance Criteria Purpose of Checkpoint 51 10-80% of the base peak Low-mass sensitivity 68 <2% of Mass 69 Low-mass resolution 70 <2% of Mass 69 Low-mass resolution 127 10-80% of the base peak Low- to mid-mass sensitivity 197 <2% of Mass 198 Mid-mass resolution 198 Base peak or >50% of Mass 442 Mid-mass resolution and sensitivity 199 5-9% of Mass 198 Mid-mass resolution and isotope ratio 275 10-60% of the base peak Mid- to high-mass sensitivity 365 >1% of the base peak Baseline threshold 441 Present and < Mass 443 High-mass resolution 442 Base peak or >50% of Mass 198 High-mass resolution and sensitivity 443 15-24% of Mass 442 High-mass resolution and isotope ratio		
The turbomolecular pump must be backed up by a rotary vane oil fore pump with at least 3.0 m3/hr pumping capacity.		
C. Computer	Does Vendor Meet/Agree to Minimum Requirements? (Yes, No, Exceeds)	If response is No or Exceeds, the vendor must explain response
Have at least an Intel I-7 class processor		
Have a least 32 Gigabytes of Ram		
Have Microsoft Windows 10 Professional 64 pre-installed		
Come equipped with a flat panel monitor of at least 22 inches with keyboard and mouse.		
Come with Pre-installed software including any licenses that allows full instrument control, data acquisition and data processing for all instrument features must be included.		
Come with a laser printer capable of printing a minimum of 8 pages per minute, duplex printing, and have a resolution of at least 1440 X 720 dpi.		

The Computer must have Microsoft office installed.		
D. Software	Does Vendor Meet/Agree to Minimum Requirements? (Yes, No, Exceeds)	If response is No or Exceeds, the vendor must explain response
GC/MS software must be designed specifically for mass spectrometer.		
The interfaced data system must acquire, store, reduce, and output mass spectral data.		
The computer software must have the capability of processing stored GC/MS data by recognizing a GC peak within any given retention time window, comparing the mass spectrum from the GC peak with spectral data in a user-created data base, and generating a list of tentatively identified compounds with their retention times and scan numbers.		
The computer software must allow integration of the ion abundance of any specific ion between specified time or scan number limits, calculation of response factors or construction of a linear regression calibration curve, calculation of response factor statistics, and calculation of concentrations of analytes using the calibration curve.		
Must allow multi-tasking (data can be processed as it is being acquired.)		
Data acquisition screen shall allow the user to view the spectrum and chromatogram from MS in real time		
Diagnostics for troubleshooting the entire system		
Must have most current version of NIST spectral library		
Instrument software updates must be provided free of charge.		
The software must provide real-time graphic display of the chromatogram, temperature and pneumatics.		
The software must be capable of data acquisitions, processing, analysis, and report generation.		
D. Power conditioning UPS	Does Vendor Meet/Agree to Minimum Requirements? (Yes, No, Exceeds)	If response is No or Exceeds, the vendor must explain response
D.1 Appropriate Uninterruptible Power Supply (UPS) And Power Conditioner must be provided and included in the quoted price.		
D.2 Vendor must provide NEMA plug appropriate for supplied power conditioning UPS		
E. Installation	Does Vendor Meet/Agree to Minimum Requirements? (Yes, No, Exceeds)	If response is No or Exceeds, the vendor must explain response
E.1 Vendor must schedule installation with the Mississippi State Public Health Laboratory.		
E.2 Vendor must deliver, unpack, assemble, and install the equipment.		
E.3 Sufficient staff must be provided by the vendor to move, unpack and assemble instrument and components.		
E.4 Vendor shall be responsible for all assembly and installation materials needed.		
E.5 Vendor is responsible for all travel related expenses regarding delivery, installation, training, and service during the term of the contract.		

E.6 Vendor is responsible for the installation of the instrument and accessories to an acceptable operable state for the calibration of analytes and the analysis of samples within 45 days after delivery.		
E.7 The instrument must must achieve acceptable performance requirements to meet regulatory levels for EPA method 525.2 before final instrument acceptance and payment by MPHIL.		
F. Service	Does Vendor Meet/Agree to Minimum Requirements? (Yes, No, Exceeds)	If response is No or Exceeds, the vendor must explain response
F.1 Must provide a toll free telephone number for technical assistance that is accessible Monday through Friday from 8:00 a.m. - 5:00 p.m. CST/CDT.		
F.2 The company must be able to provide expedited service when there is an instrument malfunction. On-site field service is requested within (48) hours of the request during working hours or Monday through Friday, 8:00 AM to 4:30 PM CST, excluding State of Mississippi holidays.		
F.3 Must provide on-site service calls to perform preventive maintenance as required by the manufacturer.		
F.4 The manufacturer shall provide optional support agreements (service contracts) for the instrument and software. A summary of the support agreement options and cost for each option shall be attached for review, but not included in the purchase price.		
F.5 The instrument and all essential accessories (except consumables) shall be supported by at least a 1-year warranty that includes all parts, labor and travel. The warranty shall cover defects in material and workmanship and shall cover all costs associated with the repair or replacement of defective items including labor, parts, transportation costs, travel time and expense, and any other costs associated with such repair or replacement.		
G. Training	Does Vendor Meet/Agree to Minimum Requirements? (Yes, No, Exceeds)	If response is No or Exceeds, the vendor must explain response
G.1 On-site comprehensive training for scientific/technical personnel operating the system and support services till customer satisfaction with the system must be provided and line-listed in the instrument price submitted. The training period shall be a minimum of four days		
G.2 Complementary (all expenses paid) off-site comprehensive training for one person on operation and maintenance aspect of the instrument at manufacturer's training facility is line-listed in the instrument price submitted. Training must include the following: System familiarization (theory, instrument maintenance, instrument troubleshooting) Training on software to include software operation such as method set-up, fine tuning, sample analysis, data quantitation, report generation/transfer and method/programs development		
Training on hardware		
Training Manuals		

G.3 The instrument and accessories used for training must be the same model as delivered with same characteristics and features of the delivered instrument.		
G.4 The MPHIL has the option to supply prepared samples to be analyzed during the training period. Proper use of the instrument with the laboratory supplied sample matrices shall be included in the training.		

**Response/Quote
BID FORM**

RFx 3140002254

One (1) Capillary Column Gas Chromatograph/Single Quad Mass Spectrophotometer Instrument for analytical analysis daily on drinking water samples using the Environmental Protection Agency (EPA) Method 525.2

TOTAL _____

Name of Company _____

Quoted By _____

Signature _____

Email _____

Telephone _____

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 RFQF Reverse Auction and the attachments herein and that the company meets all requirements and agrees to all provisions of this solicitation and any issued addenda.