

## **INVITATION FOR SEALED BIDS**

IFB NO. 09.20.2017.450

RFX: 3160001693

TO PROVIDE: Medical & Industrial Gases

ISSUE DATE: 08/24/2017

### **CLOSING LOCATON**

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

### **BID COORDINATOR**

H.L. Lockhart/Purchasing Chief

Telephone: (601) 351-8056

Fax: (601) 351-8034

E-Mail: [lockhhl@msh.state.ms.us](mailto:lockhhl@msh.state.ms.us)

### **TECHNICAL CONTACT**

Craig Martin/Physical Plant Director

Telephone: (601) 351-8440

E-Mail: [craig.martin@msh.state.ms.us](mailto:craig.martin@msh.state.ms.us)

### **CLOSING DATE AND TIME**

Bids must be received by 3:00 P.M. (CST) on 09/20/2017



# MISSISSIPPI STATE HOSPITAL

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

(601) 351-8000

WWW.MSH.STATE.MS.US

James G. Chastain, FACHE  
Director

## REQUEST FOR COMPETITIVE SEALED BIDS: MSH 09.20.2017.450

RFX # 3160001693

REQUEST FOR SEALED BID: **(Medical & Industrial Gases)**

### PROSPECTIVE BIDDERS:

#### 1. GENERAL TERMS AND CONDITIONS

- 1.1 In accordance with the rules and regulations of the Mississippi Department of Finance and Administration, Office of Purchasing, Travel, and Fleet Management, Mississippi State Hospital (MSH) will receive bids for medical & industrial gases as described in the following specifications. A copy of the regulations can be found at <http://www.dfa.state.ms.us/purchasing/procurementmanual>.
- 1.2 Written sealed bids and samples must be received no later than 3:00 P.M., **Wednesday, September 20, 2017**, at Mississippi State Hospital, by hand delivery at the Central Warehouse Building 93, 3550 Hwy 468 West, Whitfield, MS 39193 or by mail delivery at P.O. Box 1, Whitfield, Mississippi 39193. Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for the opening of bids at the place designated for opening is late. No late bid, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action of State of Mississippi personnel directly serving Mississippi State Hospital. Bidders shall also submit a bid on line in the State of Mississippi electronic procurement system, MAGIC. In order to submit bid bidders must be registered as a vendor in the MAGIC system for the State of Mississippi and have an I.D. number and password assigned at the time of registration. Help for registering in MAGIC can be found at [www.mmrs.state.ms.us](http://www.mmrs.state.ms.us) or by calling (601) 359-1343.
- 1.3 Opportunities for on-site visits, at Mississippi State Hospital, to discuss bid specifications and inspect work sites, products or equipment will be made by appointment only. Arrangements may be made by contacting H.L. Lockhart, Purchasing Chief, Mississippi State Hospital, Whitfield, MS 39193 at (601) 351-8056.
- 1.4 Mississippi State Hospital desires to contract for the purchase of **medical & industrial gases** as specified in this bid invitation.
- 1.5 Failure to examine any drawings, specifications, and instructions will be at the bidder's risk. It shall be incumbent upon the bidder to understand the specifications. Any requests for clarifications shall be in writing and shall be submitted to the MSH Purchasing Office at least five (5) working days prior to the date and time set for the bid opening.
- 1.6 If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person for technical information, bidders are cautioned that any oral or written representation made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation, issued by the MSH Purchasing Office. For determination as to whether any representation made requires that an amendment be issued, contact the MSH Purchasing Office at (601) 351-8056.

- 1.7 It is the intent of the specifications to obtain a product and related services that will adequately meet the needs of MSH while promoting the greatest extent of competition that is practicable. Bidders should notify MSH of any specifications, terms or conditions which are formulated in a manner which would unnecessarily restrict competition. Any protest or question concerning the invitation for bid (IFB), subsequent order and delivery procedures, bidding procedures or bid award must be received, in writing, in the MSH Purchasing Office no later than seven (7) days after protestor knows or should have known of the protest issue. The final deadline for all questions is May 10, 2017 at 5:00 p.m. CST.
- 1.8 No amendment will be issued within a period of two (2) working days prior to the time and date set for the bid opening unless such amendment also amends the bid opening date to a date not less than five (5) days after the date of the amendment. Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid or prior to submitting the bid. Bidder will identify the amendment number in the space provided for this purpose on the bid execution form, or by letter. The acknowledgement must be received by MSH by the time, date and at the place specified for receipt of bids.
- 1.9 If purchase orders or contracts are cancelled because of the awarded vendor's failure to perform or a request for an unspecified price increase, that vendor shall be removed from our bidder's list for a period of no less than twenty four (24) months.
- 1.10 The bidder understands that Mississippi State Hospital is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and Contractor/Seller agrees during the term of the agreement that Contractor/Seller will strictly adhere to this policy in its employment practices and provisions products and services. Contractor/Seller shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- 1.11 Both Mississippi State Hospital and the successful vendor will agree that the initiation and continuance of the contractual agreement will be based on the availability of funds. Should there be no funds available at the time of the bid opening or during the agreement period the agreement will be cancelled with no further obligation by Mississippi State Hospital. Any property covered by the agreement will be returned to the vendor. Provided, however, that all payments due for the current fiscal year will be paid in full.
- 1.12 Bid openings will be conducted open to the public. All bidders are invited and encouraged to attend the bid opening meeting to review the submitted bids. However, they will serve only to open the bids. No discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied at the bid opening. After the close of the bid opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by bidders. Bid files may be examined during normal working hours only after an award has been made.
- 1.13 The total contract shall consist of this invitation for bid, to include all attachments, and the proposed bid offer submitted by the successful vendor. No other documents shall be a part of the formal contractual agreement. In no event is a vendor to submit its own standard contract terms and conditions in response to this solicitation. This agreement shall take priority over any other agreements that may be signed separately in conjunction with this invitation for bid, to include third party agreements.

- 1.14 If an acceptable agreement cannot be negotiated within thirty (30) days of issuance of the intent to award notice, MSH may at its sole discretion at any time thereafter, terminate negotiations with that bidder and either negotiate an agreement with the next lowest and best bidder or choose to terminate the Invitation For Bid process and not enter into an agreement with any of the bidders.
- 1.15 Errors in bids submitted shall be determined and resolved as specified in paragraph 3.106.12 of the State of Mississippi Procurement manual.
- 1.16 Mississippi State Hospital shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the products or services covered by the agreement resulting from this invitation for bid, except for the bidder's internal administrative and quality assurance files and internal project correspondence. The bidder shall deliver such documents and work papers to MSH upon termination or completion of agreement. The foregoing notwithstanding, the bidder shall be entitled to retain a set of such work papers for its files. Bidder shall be entitled to use such work papers only after receiving written permission from MSH and subject to any copyright protections.
- 1.17 Bidders must, upon request of the Mississippi State Hospital, furnish satisfactory evidence of their ability to furnish products or related services in accordance with the terms and conditions of these specifications. The Mississippi State Hospital reserves the right to make the final determination as to the bidder's ability.
- 1.18 Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. Rejected material shall be removed by and at the expense of the contractor promptly after notification of rejection. Final inspection and acceptance or rejection of the supplies and/or equipment shall be made as promptly as practicable, not to exceed thirty (30) days after final acceptance by MSH, but failure to inspect and accept or reject supplies and/or equipment shall not impose liability on the Mississippi State Hospital for such supplies and/or equipment as are not in accordance with the specification. In the event necessity requires the use of supplies and/or equipment not conforming to specifications, payment therefore may be made at proper reduction in price. Upon proper notice from the contractor that installation or delivery has been completed to terms, the designated MSH Officer will schedule a time to make final inspections and provide written acceptance of items covered by this bid invitation, if applicable.
- 1.19 The Mississippi State Hospital is exempt from federal excise taxes and state and local sales or use taxes and bidders must quote prices which do not include such taxes. Evidence of exemption will be furnished upon request. Contractor shall also be liable for all personal property taxes that become due as a result of this agreement, if applicable.
- 1.20 The successful bidder shall ship **(F.O.B. MSH – Freight Prepaid)** and deliver/install all products/equipment, personnel, and materials necessary to successfully complete any awarded contract to the designated MSH receiving/installation site. All shipment costs, to include all fuel surcharges, will be paid by the successful vendor with no expense to MSH. No MSH agent will be involved in or responsible for conveying any material, equipment or personnel to the designated receiving/installation site. Successful vendor shall schedule all shipments Monday through Friday, 7:30 A.M. to 3:30 P.M. unless otherwise approved by the designated MSH Officer. Deliveries will be made to the following location unless otherwise notified: **Mississippi State Hospital, 3550 Hwy 468 West, Whitfield MS 39193. Attn: Building 93 Receiving**
- 1.21 Successful vendor shall provide, within 5 working days after receiving notice of award, a toll free telephone number that can be used Monday through Friday, 8:00 A.M. to 5:00 P.M. CST to obtain

product and related troubleshooting support. Successful vendor shall respond to all support calls within 24 hours of notification by the designated MSH Officer.

- 1.22 Successful vendor shall provide for initial in-service training, to include use and care demonstration, of all awarded products as/if requested by the designated MSH Officer. If required, training will be provided for all MSH user departments shifts as requested by MSH. Successful vendor shall provide required in-service training within ten (10) working days after receiving a request from the designated MSH Officer.
- 1.23 Before submitting a bid, each bidder shall make all investigations and examination necessary to ascertain all site conditions and requirements affecting the full performance of the agreement and to verify any representations made by MSH upon which the bidder will rely. If the bidder receives an award as a result of their bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the agreement documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.
- 1.24 Mississippi State Hospital accepts no responsibility for any expenses incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.
- 1.25 Contractor/seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees, Miss. Code Ann. 71-11-1 et seq. (1972, as amended). 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. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor/Seller agrees to provide a copy of such verification. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.
- 1.26 The agreement may be cancelled by MSH in whole or in part by written notice of default to the Contractor upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. An award may then be made to the next lowest and best bidder, or when time is of the essence, similar commodities and related services may be purchased on the open market. In either event, the defaulting Contractor (or his/her surety) shall be liable to MSH for cost to MSH in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.
- 1.27 This invitation for bid and any eventual contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation

with respect thereto shall be brought in the courts of the State. Contractor/Seller shall comply with applicable federal, state, and local laws and regulations.

- 1.28 This IFB and any eventual contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983, "and its exceptions. See Miss. Code Ann. 25-61-1 et. Seq. (1972, as amended) and Miss. Code Ann. 79-23-1 (1972, as amended). In addition, this IFB any eventual contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. 27-104-151 et. Seq. (1972, as amended). Unless exempted from disclosure due to a court issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

## **2. INSTRUCTIONS AND SPECIAL CONDITIONS**

- 2.1 Bidders shall understand that this bid shall be **awarded to the lowest bidder by group of line items**. Bidders should refer to **ATTACHMENT – A** for detail product specifications.
- 2.2 The bid shall be awarded to the bidder submitting the lowest overall price by group of items, to include products, services, delivery and in-service training. Bidders must bid on all products, related services, delivery and required training to be considered for bid award.
- 2.3 Factors to be considered in determining the best bid include: (1) The total bid price by group of items. (2) Conformity to specifications (3) Responsibility of bidder (4) Responsiveness of bidder.
- 2.4 The terms Vendor, Contractor, and Bidder shall all have the same meaning in this IFB in that they all refer to the authorized party submitting a bid.
- 2.5 The following sections/pages, of the IFB, require the bidder to provide information and/or a signature: **Attachments – A, B, C, D, & E. Bidders using the on line method to submit a bid can return a copy of any required bid documents by mail or hand delivery by the deadline date and time set to receive bids to the location specified in this IFB document.**

## **3. SPECIFICATIONS**

- 3.1 The term of the contract period shall be **three (3) years** for the procurement of the specified items. The projected procurement start date is projected to be no later than **11/4/2017**, however dates are subject change and MSH reserves the right to change dates as needed when it is in the best interest of MSH.
- 3.2 It is our intent to procure the medical & industrial gases for the quantities listed on the bid form attached as part of this bid in **ATTACHMENT – A, however, the quantities listed are an estimated requirement and cannot be guaranteed. Estimated quantities are subject to change as the needs of MSH change.**
- 3.3 The minimum specifications, set forth in this invitation for bid, are used to set a standard and in no case are used with the intention to discriminate against any manufacturer. Brand names, if used in this invitation for bid, are for the purpose of describing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition. Bidders should note the name of the manufacturer and reorder number of the product they propose to furnish and submit descriptive literature as applicable.

- 3.4 All no-substitution items, if included, have been determined by MSH staff to be part of an established standard of operations and therefore no substitutions will be accepted for these items. They all however, are nationally sold products and generally available to most supply/equipment distributors.
- 3.5 Only one bid, per line item, per bidder. This means that only a single bid will be accepted from each bidder for each line item requested. Alternate bids, unless specifically requested, will not be considered.
- 3.6 **Prices bid shall be fixed and firm for the entire three (3) year contract period** and for no less than the stated time of acceptance which is understood to be no less than sixty (60) days.
- 3.7 Invoices are to be billed to: Mississippi State Hospital, P.O. Box 1, Whitfield MS 39193, Attn: Accounts Payable.
- 3.8 The bidder agrees that submission of a signed bid form is certification the bidder will accept an award made to it as a result of the submission. Please see **ATTACHMENT – B Execution Form**.
- 3.9 Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (Magic) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the 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. Contractor/Seller agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. It is understood that MSH shall make all payments in accordance with Mississippi State Code Section 31-7-301, et. Seq. of the 1972 Mississippi Code annotated, as amended, which generally provides for payment by MSH within forty-five (45) days of the date the invoice is received and the services or goods are inspected and accepted as satisfactory. Please see **ATTACHMENT – C** for applicable rules and the signature page which must be signed and returned with your bid.
- 3.10 No bid shall be altered or amended after the specified time for opening bids. Bids and modifications or corrections thereof received after the closing time specified will not be considered.
- 3.11 Mississippi State Hospital reserves the right to reject any and all bids in whole or in part. MSH also reserves the right to cancel the solicitation in whole or in part when it is determined that such action is in the best interest of MSH. Also the right is reserved to waiver minor informalities.
- 3.12 It is understood that MSH shall have sixty 60 days, from the bid opening date, to accept bid.
- 3.13 MSH intends to procure only the products and related services that meet the minimum standards stated herein. Alternates will be considered only if deviations to those standards are fully substantiated and submitted by potentially responsive sources denoting their equality to standards stated herein, along with adequate documentation: including specifications, and construction details along with bid for evaluation and approval.
- 3.14 All items must equal or exceed the specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used.

- 3.15 Award will be based on acceptance of this invitation for bid in its entirety and vendor must respond using the attached bid form and other designated documents. Bidder understands that conditional or qualified bids shall be subject to rejection in whole or in part.
- 3.16 Tie low bids shall be awarded as specified in paragraph 3.106.14 of the Mississippi Office of Purchasing and Travel, and Fleet Management Procurement manual.
- 3.17 Bids may be modified or withdrawn by written notice received in the MSH Purchasing Office prior to the time and date set for bid opening.
- 3.18 Bidders shall provide a minimum of two (2) references as a part of their bid submittals. References shall be for the sale of products and related services that are the same or similar to those specified in this invitation for bid, completed within the most recent 48 months prior to the bid opening date. The references must include a contact name, organization name, telephone number, and date of last sale. Reference information should be provided on **ATTACHMENT – D**. MSH reserves the right to waive this requirement if it is in the best interest of Mississippi State Hospital.
- 3.19 All bidders must provide descriptive product literature, safety data sheets if applicable, and product samples for all bid items no later than the date and time of the bid opening. Samples, if not consumed or destroyed in testing, will be returned to the bidder at the bidder's expense. Bidders must label all samples with the bidder's company name, manufacturer name, product reorder number and bid file number. Request for the return of sample products must be made within ten (10) working days following the date of the bid opening. MSH reserves the right to waive this requirement in whole or in part.
- 3.20 It is the intent of these specifications to provide products which are acceptable and approved for use in a healthcare facility which is accredited by the Joint Commission.
- 3.21 Successful bidder shall warrant directly or indirectly through product manufacturer all product material and craftsmanship to be free from defects for a period no less than the warranty period stated by the manufacturer to start from the date of acceptance, by MSH and as applicable.
- 3.22 All products shall be listed and approved to UL, CSA, CE or equal standards where applicable to its intended use at MSH as determined by the designated MSH Officer. Products shall comply with JC, FDA, EPA, OSHA, CAP, ACORN, NFPA, ASME, FMVSS, CDC, AHA, NSTM, CGA and GSA regulations and standards where applicable to the product's intended use at MSH as determined by the designated MSH Officer. MSH will be the final authority in determining if any applicable standard or regulation will be applied in whole or in part for the products specified in this bid invitation.
- 3.23 Bidders shall return the **entire bid package (all pages)** and the bid must be signed and sealed with the bidder's name and address on the outside of the envelope, and the time (3:00 P.M.), date of the bid opening (**September 20, 2017**), and MSH bid file number (**MSH 09.20.2017.450**) on the outside lower left corner of the envelope. Bid prices shall be submitted on the bid form (**ATTACHMENT –A**). **Bidders using the on line method (MAGIC) to submit a bid may also mail or hand deliver any of the documents required at paragraph 2.5 by the deadline date and time.**
- 3.24 Bidders must register as a vendor with Mississippi's Accountability System for Government Information and Collaboration (MAGIC) prior to submission of a bid. Bidders are required to submit a bid, on line, through Magic and also submit a paper copy of their bid directly to MSH. Bidders may go to <http://mmrs.state.ms.us> website for assistance or call (601) 359-1343
- 3.24 Any bid received after the time and date set for receipt of bids is late. No late bid, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action or inaction



of state personnel directly serving MSH. Bidders submitting late bids will not be considered for award and shall be so notified as soon as practicable.

- 3.25 If the agency is closed for any reason, including but not limited to: acts of God , strikes, lockouts, riots, acts of war, epidemics, government 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 Vendors/Contractors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set forth herein. **The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the agency as a result of a Force Majeure Event.** Each Vendor/Contractor shall be required to ensure the delivery and receipt of its bid by the agency prior to the new date and time of the bid opening.
- 3.26 Bidders should mark any and all pages of the bid considered proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled per applicable legal procedures.
- 3.27 It is understood that all bid products are subject to an evaluation trial to be conducted in an actual MSH area of use and may last up to 21 days as determined by MSH. If it is decided that a product trial will be conducted on a bid product, vendor will provide, at no cost, the minimum amount necessary to complete the trial within the scope determined by MSH. Trial results, when conducted by MSH, will be a consideration in the bid award process.
- 3.28 It is understood that MSH has specified products to meet current stocking and usage needs and in doing so may specify acceptable specification ranges for some products. It is further understood and agreed that bid items are subject to price evaluation by the lowest unit of measure if required to equitably compare bid prices when bidders bid different packaging and size configurations within the specified range as applicable.
- 3.29 Bidders shall pay close attention to all product specifications, including size and packaging requirements, and will only submit bids which comply with all specifications.
- 3.30 Bidders shall submit pricing strictly as specified, whether that is by the each, pack, box, day or case unit. **Bidders shall not submit pricing having more than two (2) decimal points.**
- 3.31 Bidders shall understand that they are responsible for reading and understanding the entire IFB document to include all terms and conditions set forth in the invitation for bid.
- 3.32 Bidders shall be careful to provide all information requested in the IFB to include **ATTACHMENT – E**, the Vendor Information Page and all other information pages.
- 3.33 Successful bidder shall deliver, unload, connect and pick up gas cylinders as required by MSH.
- 3.34 Successful bidder shall deliver, minimally, to MSH locations: 33, 34, 60, ET Shop, and Automotive Shop.
- 3.35 Successful bidder shall be responsible for tracking vendor owned cylinders throughout their life cycle during the contract term.

- 3.36 Successful bidder shall ensure that all cylinders placed at any MSH location are stored in compliance with current NGPA and CGA standards.
- 3.37 Successful bidder shall ensure that all cylinders and regulators provided are in working condition, clean and safe for their intended use.
- 3.38 Successful bidder shall be responsible for providing MSH with cumulative quarterly usage summary reports by item. Failure to comply with this requirement shall be cause for termination of contract.
- 3.39 Successful bidder shall ensure that all gas cylinders delivered to MSH are labeled for contents, ownership and for tracking purposes.
- 3.40 Successful bidder shall have all required licenses and permits required by local, state and federal entities for the storage filling and testing of gas cylinders and shall be prepared to provide copies of such documents if requested by MSH.

H.L. Lockhart

*H.L. Lockhart*

Purchasing Chief

**ATTACHMENT - A**  
**Procurement Schedule: MSH Bid File 09.20.2017.450**  
**Medical & Industrial Gases**  
**Method of Award: BY GROUP OF LINE ITEMS 1 - 24**

Line #	Estimated 3 Year Usage	Description	Bid Price \$
1	8367 Each	Medical Oxygen, USP size-300CF	\$ Ea
2	2142 Each	Medical Oxygen,"E" size, 20CF, USP	\$ Ea
3	1773 Each	Medical Oxygen, USP size-250CF	\$ Ea
4	3 Each	Medical Oxygen, USP size-250CF "Customer Owned Refill"	\$ Ea
5	6 Each	Medical Oxygen, USP size-125CF	\$ Ea
6	1000 Each	Medical Oxygen, USP size-300CF B-60 Manifold	\$ Ea
7	10 Each	Medical Breathing Air, size-300CF	\$ Ea
8	66450 Days	Cylinder Rental on Large: OX, NI, AC, SG, AI	\$ Day
9	66351 Days	Cylinder Rental on Small: "E" Cylinder	\$ Day
10	100 Days	Cylinder Rental on Liquid size-180 Liter	\$ Day
11	10 Each	Industrial Oxygen, size-250 OX250	\$ Ea
12	6 Each	Industrial Argon-CO2 75/25 #380 mixture	\$ Ea
13	3 Each	Industrial Helium size-200 HE200	\$ Ea
14	10 Each	Industrial Helium size-80 HE80 (Public Relations)	\$ Ea
15	6 Each	Industrial Argon, size-150 AR-150	\$ Ea
16	6 Each	Acetylene ACB, "Customer Owned" (Maint. Shop) size-B Industrial	\$ Ea
17	24 Each	Acetylene APMC, "Customer Owned" (Maint. Shop) Industrial, size-MC	\$ Ea
18	27 Each	Oxygen OX20 "Customer Owned" (Maint. Shop) Industrial, size-20	\$ Ea
19	6 Each	Acetylene, size-4, 145CF (Maint. Shop) Industrial	\$ Ea
20	6 Each	Nitrogen, size-230CF, Industrial	\$ Ea
21	39 Each	Industrial Oxygen, size-125 OX125	\$ Ea

22	50 Each	Portable oxygen, 20CF, "E" size, USP, all in one w/regulator, medical, must fit existing MSH carts	\$ _____ Ea
23	100 Each	Hazardous Material Fee "Customer Owned Cylinder" (If Required)	\$ _____ Ea
24	100 Each	Hazardous Material Fee Per Account (If Required)	\$ _____ Ea

**NOTE: Vendors shall understand that the above quantities are not guaranteed and that the quantity requirements may change as the needs of MSH change.**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

## EXECUTION PAGE ATTACHMENT – B

BIDS WILL BE OPENED: 3:00 P.M. Wednesday, September 20, 2017, Building 93, Mississippi State Hospital. I certify that I am authorized to enter into a binding contract, if this bid offer is accepted. By signing below, the undersigned agrees to all terms and conditions of the Invitation For Bid, including attachments, in whole and with exception of those amendments as acknowledged in writing to Bidder and signed by a duly authorized agent of MSH.

The prices listed are submitted on behalf of \_\_\_\_\_ and  
(VENDOR'S NAME)

we agree to make shipments under this contract within \_\_\_\_\_ days from receipt of your purchase order and to complete all work in accordance with the bid specifications within \_\_\_\_\_ calendar days.

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

### ACKNOWLEDGEMENT OF AMENDMENTS

Bidders shall acknowledge the receipt of amendments by placing an "X" by each amendment received: Amendment No. 1( ) Amendment No. 2( ) Amendment No. 3( ) Amendment No. 4( )

Vendor's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Vendor's Authorized Agent Signature)

## ATTACHMENT - C

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

Vendor Name ("Vendor"): \_\_\_\_\_

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

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

Vendor agrees to one of the following:

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**I. General Purpose.**

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

**II. Definitions.**

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

payments prior to the implementation of this policy.

- E. PayMode™: A Bank of America product, PayMode™ is the State's present e-payment vehicle.
- F. MAGIC: Mississippi Accountability System for Government Information and Collaboration, the successor system for SAAS and SPAHRS.
- G. Vendor payments: Payments initiated and approved by State Agencies for various goods and services or as used to transfer funds to other governing authorities such as school districts, cities, and counties.

### **III. Requirements for Transitioning to E-payment Vehicle**

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

### **IV. Requirements for Transitioning to E-invoicing**

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

### **V. Exemptions**

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



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

B. To apply for exemption, the vendor must submit a written application to:

Director, Office of Fiscal Management  
Department of Finance and Administration  
501 North West Street, Suite 1101B  
Jackson, Mississippi 39201

C. Application must detail the following:

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

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

**REFERENCE PAGE – EXHIBIT D**

<b>COMPANY NAME</b>	<b>CONTACT PERSON</b>	<b>TELEPHONE</b>	<b>DATE OF LAST SERVICE/SALE</b>

**YEARS IN BUSINESS**

Indicate the length of time you have been in business providing the products/  
services requested in this invitation for bid: \_\_\_\_\_ Years and  
\_\_\_\_\_ Months

## VENDOR INFORMATION – ATTACHMENT E

IN ADDITION TO INFORMATION SUPPLIED ELSEWHERE WITHIN THE IFB, PLEASE COMPLETE THE FOLLOWING WHICH WILL BE USED IF YOU ARE AWARDED A CONTRACT.

PAYMENT TERMS: \_\_\_\_\_ FEDERAL ID NUMBER: \_\_\_\_\_

SHIPMENT WILL BE MADE: \_\_\_\_\_ DAYS A.R.D.

**SEND ORDERS TO:**

VENDOR NAME & ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**INVOICES WILL BE FROM:**

VENDOR NAME & ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACT CONTACT:** Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**WARRANTY SERVICE CONTACT:** \_\_\_\_\_