



MISSISSIPPI STATE DEPARTMENT OF HEALTH

April 13, 2017

## INVITATION FOR BID

RFx NO 3160001461

The Mississippi State Department of Health plans to purchase the following, and invites your bid:

Specialty gases to perform drinking water analysis and clinical testing. The gases will be used on various instruments to conduct testing in accordance with the Environmental Protection Agency (EPA), the Clinical Laboratory Improvement Amendments (CLIA) and the Centers of Disease Control and Prevention (CDC).

This bid will be awarded on a total overall review of the specifications listed. The vendor is responsible for providing relevant documentation and demonstration that the specialty gases quoted in response to the bid meets all of the specifications listed. Pricing for the proposed list of gases should be bid for a three (3) year period.

All Bids to be f.o.b. destination.

**E-Verify Compliance** – Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein "status verification system" means the Illegal Immigration Reform and Immigrations 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 certification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and upon request of the State, provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of the 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 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.

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

**Prospective bidders are to contact Jennifer Dotson at (601) 576-7635 or by e-mail at [Jennifer.dotson@msdh.ms.gov](mailto:Jennifer.dotson@msdh.ms.gov) if there are any questions regarding this bid.**

Prior to the time specified for the bid opening, sealed bids along with any other documentation required must be hand delivered or mailed 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.**

Bids must be received, dated and time stamped prior to 10:30 a.m., CST/DST, \_Wednesday, May 3, 2017, at which time bids will be opened. No bids will be accepted after the established bid opening time. **Bids will be opened and read at 10:30 a.m., CST/DST in Suite 134 Conference Room, Underwood Building, 570 E. Woodrow Wilson, Jackson, Mississippi.**

In addition, it is requested that bidders also submit a bid on-line in the State of Mississippi electronic procurement system, MAGIC, however, it is not mandatory. In order to submit bids, 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 and an on-line bid, the paper bid will take precedence if there is a discrepancy between the two.

No facsimile (FAX) bids will be accepted. This bid must be signed by a person with **authority to bind the bidder**. Failure to comply with this provision, any other provision of this Invitation for Bid, or any provision of State or Federal Law or regulation **regarding the submission of bids** will cause the bid to be rejected.

Submitted bids/responses will be available for review at the bid opening.

Approval for any award of this Invitation For Bid may have to be obtained by the Mississippi State Department of Health from the State of Mississippi Public Procurement Review Board. Any award notice, successful or unsuccessful, will be provided in written form and sent to **all participants** of the Invitation For Bid.

The Mississippi State Department of Health reserves the right to define equals, to reject any or all bids, and waive all informalities.

Vendors should provide annual pricing for the proposed agreement as well as a grand total for a three (3) year period.

**PLEASE MARK YOUR ENVELOPE: Bid Due 10:30 a.m. CST/DST, May3, 2017.**

RFx# 3160001461

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

QUOTED BY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

E-MAIL \_\_\_\_\_

**Purchase Agreement for Specialty gases as per attached listing:**

Gases supplied under this award shall be manufactured by a nationally known manufacturer of specialty gases. The successful bidder will be responsible for the purity of the contents.

Vendors must provide information for acceptance criteria for particulate and residual trace impurities as related to each gas in the bid response. Gas cylinders that do not meet purity requirements will be replaced at no charge within 32 hours.

The vendor will be invoiced for any charges for repairs occurring to instruments as a result of impurities contained in the gas.

Vendors must provide a Certificate of Analysis for each shipment of gas.

Cylinders with defective parts or that do not operate properly must be replaced at no charge within 32 hours.

Preference will be given to local suppliers who can make deliveries locally and pick up empty cylinders. All delivery charges, fuel charges and hazmat fees will be included in the unit price of each gas.

The successful bidder will deliver full cylinders directly to the designated location in the laboratory after an order is placed. Vendors should provide an estimated timeframe to deliver gas cylinders when an order is placed.

Empty cylinders should be picked up by the vendor as full cylinders are delivered or within one week after notification.

The method for determining prices for gas cylinder rentals should be clearly defined in the price quote for each cylinder type.

Normal delivery would be within 32 hours of order. **A 24/7 on-call and a commitment for a rush delivery for emergency events of 4 hours is required** (samples from emergency events must be run within 24 hrs).

The Department of Health reserves the right to increase or decrease quantities in accordance with needs with no price increase during the contract period. Quantities are based on the past year's usage and may fluctuate.

This bid will be awarded on a total overall low bid basis meeting all specifications.

All bids to be f.o.b. destination.

The term of the contract shall be for thirty-six (36) months. At the end of contract period, the vendor must allow a sufficient transition period as determined by Department of Health to remove cylinders.

In the event vendor does not furnish products or services as agreed upon in the contract documents, including any stated time period to cure, MSDH may, at its discretion, declare the contract null and void by writing a letter to the vendor or may require the vendor, at vendor's expense, to make such modification as necessary to make the products or services satisfactory.

The contract may be canceled for cause by either party with the giving of thirty (30) days written notice of intent to cancel. Cause for the State Department of Health to cancel shall 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 thirty (30) days following the date of expiration or cancellation. Cancellation by the State Department of Health does not relieve the contractor of any liability arising out of a default or nonperformance.

RFx No. 3160001461  
Bid Sheet

Item Type	Description and Complete Specifications	Estimated Annual Quantity	Price Each	Estimated Annual Price	Estimated 3-Year Price
Specialty Gases	Liquid Nitrogen, 180 liters, Low Pressure (must maintain 22 psi from the tank to the instrument during the complete test run). Purity must be 99.99%.	100			
Specialty Gases	Argon, Ultra High Purity Grade, 336 cu ft. Must maintain a minimum of 300 psi from the tank to the instrument during the complete test run. (Identify acceptance criteria for particulate and residual trace impurities). Purity must be 99.998% and Krypton free.	40			
Specialty Gases	Nitrogen, Ultra High Purity Grade- (Identify acceptance criteria for particulate and residual trace impurities) Purity must be 99.99%.	400			
Specialty Gases	5% Methane/Argon (P5), ECD Grade (5% Ultra High Purity Methane/95% Ultra High Purity Argon).	66			
Specialty Gases	Carbon Dioxide, Medical Grade, 50 lb. 99.95% or greater purity.	70			
Specialty Gases	Carbon Dioxide, Industrial Grade, 50 lb with siphon tube	30			
<b>Specialty Gas Subtotal</b>		<b>706</b>			
Cylinder Rental	Line 1	100			
Cylinder Rental	Lines 2 through 6	606			
<b>Cylinder Rental Subtotal</b>		<b>706</b>			

**Contract Period: May 8, 2017 through April 30, 2020**