Forrest Health
Bid # 1567

Company Name: _____
Company Address: _____
_____
Phone Number: _____
Email Address: _____

Special Requirements for Bids

Forrest Health
Attention: Purchasing Department
125 South 28th Avenue
Suite 100
Hattiesburg, MS 39401
(601) 288-1924

BID MUST BE RETURNED NO LATER THAN

April 29, 2019 at 2:00 p.m.

Return Bid Envelope Must Be Marked on Outside:

BID # 1567 ENCLOSED
"#2 Dyed off Road Diesel Fuel, #2 Ultra Low Highway Use Diesel Fuel, and Unleaded Gas"

Bid Opening Date: Monday, April 29, 2019

Bid Opening Time: Immediately after 2:00 p.m.

Bid Opening To Take Place:
Forrest General Hospital
Purchasing Department
125 South 28th Avenue
Suite 100
Hattiesburg, MS 39401

Forrest Health reserves the right to accept or reject any or all bids, as well as waive any and all informalities it deems appropriate.

Forrest Health
Bid # 1567

From: John Harrison
Forrest Health
Purchasing Department
125 South 28th Avenue
Hattiesburg, MS 39401

SUBJECT: BID INSTRUCTIONS

You are invited to bid on the attached request for quotation. Please read the information carefully.

The terms and conditions stated in this Request for Quotation shall be considered agreed to, unless specified otherwise. The Board reserves the right to reject any and all bids and to waive irregularities and informalities in the bid.

Place your Company Name, Address, and Telephone number on the top left of page one (1). Provide price per Gallon, Rack Rate page five (5), verify the shipping terms and provide signature of an official of your company at the bottom of page six (6) and page eight (8).

Return your bid as specified on the attached "Bid Summary" page to the above address for the Forrest Health Purchasing Department in a sealed envelope. **Quotation envelope must be marked with "BID #1567 ENCLOSED" and "#2 Dyed off Road Diesel Fuel, #2 Ultra Low Highway Use Diesel Fuel, and Unleaded Gas"**
Quotations received after the specified date, time and/or without bid # on the outside of the envelope, shall not be considered. Faxed copies of bid will only be accepted if faxed to an outside source and delivered to Forrest Health Purchasing Department in a sealed envelope with all required information on outside of envelope.

Thank you,

John Harrison

John Harrison
Purchasing Analyst

Forrest Health
Bid # 1567

REQUEST FOR QUOTATION/PROPOSAL
FORREST HEALTH
P. O. BOX 16389, HATTIESBURG, MS 39404
(FOR SPECIFIED LOCATIONS)

Forrest Health reserves the right to reject any/or all bids and waive any informalities.

"#2 Dyed off Road Diesel Fuel, #2 Ultra Low Highway Use Diesel Fuel, and Unleaded Gas"

For all practical purposes in other sections of these bid specifications, the proposing bidder may be referred to as the "Vendor" and Forrest Health may be referred to as the "Hospital."

Bid Overview

The Awarded Vendor(s) must provide and deliver all Fuel as described in bid, quantities as needed to the locations requested. Facilities may be added if necessary during the duration of the bid.

Forrest Health Responsibility

The Hospital shall provide one or more representatives who will communicate with the Vendor's representative(s) to answer questions and provide assistance to departmental and vendor representatives in processing fuel requests.

Vendor Responsibility

Vendor shall provide a representative to communicate with the Hospital representative to answer questions, verify bid specifications, receive purchase orders, coordinate delivery and verify receipts and invoices.

Vendor shall provide quality products as requested by the hospital. Items which do not meet normal expectations for quality and satisfaction may be replaced or credit issued at the option of the hospital.

Vendor is responsible for completing and signing all documents included in bid. Vendors who do not submit all required documents at the time of bid opening will not be considered.

Forrest Health
Bid # 1567

Bid Product Specifications and Information

The awarded Vendor's percentage markup must include delivery as determined by the Hospital and must be FIRM for a period of one (1) year beginning July 1, 2019 through June 30, 2020. The Bid and Pricing may be extended annually for two (2) additional year periods if agreed upon in writing by both Forrest Health and the awarded Vendor sixty days prior to end of each period.

Forrest Health prefers to award the listed items as a group but reserves the right to make bid award based on individual line items, as a group, or not award at all, whichever is in the best interest of the hospital.

Facilities to be included in bid:

Forrest County General Hospital
6051 US Hwy 49
Hattiesburg, MS 39401

Highland Community Hospital
130 Highland Parkway
Picayune, MS 39466

The Orthopedic Institute
27 Southern Pointe Parkway
Hattiesburg, MS 39401

Asbury Hospice
301 South 40th Ave.
Hattiesburg, MS 39401

Quantities stated are estimated usage for a one (1) year period. Quantities may vary based on facility and unexpected circumstances such as emergency. Vendor must be able to make deliveries by tank wagon or transport tanker depending on location specified at time of order.

#2 Dyed off Road Diesel Fuel estimated usage on average 8,000 gallons per year, but could be significantly more for a major weather event.

#2 Ultra Low Highway Use Diesel Fuel estimated usage 600 gallons per year.

Unleaded Gasoline annual estimated usage 2000 gallons per year.

Forrest Health
Bid # 1567

Due to fluctuation in rack rate fuel charges the Hospital will award bid based on vendor markup percentage as well as the rack rate on the beginning date. Vendor will provide fuel charges for the date and time listed below. Prices will be regularly monitored by Hospital in accordance with the OPIS rack rate. The vendor will also be requested to periodically disclose the rack rate. Forrest Health is tax exempt. The tax exempt certificate will be supplied upon request.

<u>#2 Dyed off Road Diesel Fuel</u>
List price for the following date:
April 22, 2019, 12:00 noon

Cost per gallon, Rack Rate $_____

Vendor Markup %_____

Total Price per Gallon $_____

<u>#2 Diesel Fuel Ultra Low Highway Use</u>
List price for the following date:
April 22, 2019, 12:00 noon

Cost per gallon, Rack Rate $_____

Vendor Markup %_____

Total Price per Gallon $_____

<u>Unleaded Gasoline</u>
List Price for the following date:
April 22, 2019, 12:00 noon

Cost per gallon, Rack Rate $_____

Vendor Markup %_____

Total Price per Gallon $_____

Forrest Health
Bid # 1567

Bidder information required with bid

Provide Certificate of insurance
Vendor must provide a copy of certificate of insurance with bid. The amount of Worker's Compensation coverage required by Mississippi State Law. Commercial General Public Liability with a minimum coverage of $1,000,000.00 per occurrence and $3,000,000.00 in the annual aggregate. Automobile General Liability with a minimum coverage of $1,000,000.00

Insurer companies are subject to approval and may be rejected by Forrest Health without stated cause.

Forrest Health must be notified thirty (30) days in advance of any change in coverage or cancellation of insurance.

Bidders who are non-residents of the State of Mississippi must comply with the provisions of Section 31-3-21(3) of the Mississippi Code of 1972, as amended.

I certify that my company and I qualify to do business as a resident of the State of Mississippi.

Yes_____ No_____

As a non-resident person, firm or corporation, I confirm that a copy of my Resident State's Law pertaining to my state's treatment of non-resident bidders is attached.
Confirmed: Yes_____ No_____

We quote/propose you as specified by Forrest Health in this Bid.

Date_____

Vendor_____

Address_____

Official Signature_____

Print Name & Title_____

Forrest Health
Bid # 1567

FORREST COUNTY GENERAL HOSPITAL
STANDARD CONTRACT ADDENDUM

This standard contract addendum ("Addendum") is an integral part of contracts entered into by Forrest County General Hospital ("FCGH") and shall become a part of the following listed Agreements with _____("Contractor") as if fully copied into the body of that Agreement.
FCGH owns, controls, or does business as the following entities: Jefferson Davis Community Hospital, Marion General Hospital, Walthall General Hospital, and Highland Community Hospital.
The following terms shall control over any and all conflicting parts of the Agreement:
1. FCGH is a political subdivision of the State of Mississippi and is afforded the protection of limited sovereign immunity pursuant to the Mississippi Tort Claims Act (Mississippi Code Annotated, Section §11-46-1, et seq. as amended) and the Mississippi Constitution, including Article 4, Section 100. Any action against FCGH shall be subject to the limitations contained in those and other applicable laws, including interpretations by the Mississippi Attorney General's Office of the laws applicable to FCGH and/or the Agreement, none of which are waived by FCGH by entering into the Agreement.
2. FCGH contracts (including the Agreement) are governed by and interpreted under the laws of the State of Mississippi and the jurisdiction/venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of the Agreement shall be in Forrest County, Mississippi.
3. No contract (including the Agreement) may be for a term of more than three (3) years unless it is an agreement regarding physical property (i.e., lease agreement for buildings, property, etc.).
4. Generally, Mississippi law does not allow FCGH to agree to contractual provisions under which it indemnifies or holds harmless another person or entity. Only to the extent permissible by Mississippi law does FCGH agree to any vendor's references, if any, to limitation of liabilities, damages, and indemnifications.
5. Any references to attorney's fees to be paid by FCGH are deleted. Any reference to FCGH indemnifying or holding harmless the Contractor is deleted; FCGH does not agree to defend any contractor. Each party shall be responsible for its own defense against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses and attorneys' fees, which may arise because of the negligence, misconduct or other fault of its own agents or employees in the performance of its obligations under this Agreement. Mississippi law also does not allow FCGH to agree to mandatory arbitration, choice of law (other than Mississippi), or choice of venue (other than Forrest County, Mississippi), and provisions in the Agreement to the contrary are hereby deleted.
6. All references to interest, penalties, and/or late fees to be paid by FCGH on other than lease-purchase contracts not exceeding five years are deleted. FCGH will pay within forty-five (45) days of invoice, receipt, inspection and approval of goods and services as provided in §31-7-305(3) of the Code.
7. In the event Contractor does not furnish products or services as agreed upon in the Agreement, including any stated time period to cure, FCGH may, at its discretion, declare the Agreement null and void by written notice to the Contractor or may require the Contractor, at Contractor's expense, to make such modification as necessary to make the products or services satisfactory.
8. As a political subdivision of the State, FCGH maintains professional and general liability coverage (or equivalent self-insurance) in the amounts set forth by the Mississippi Tort Claims Act under MS Code Annotated, Section 11-46-1, et seq.) and does not name others as additional insureds.
9. In the event of any conflict between the terms of the Agreement and the terms of this Standard Addendum, the terms of this Addendum shall control. This Addendum and the Agreement constitute the entire agreement of the Parties with regard to the subject matter of the Agreement. In all other respects, the Agreement shall remain unchanged. No modification to the Agreement or any term thereof may be amended except pursuant to in writing signed by an authorized representative of FCGH. Contractor hereby acknowledges that no other person has authority to bind FCGH to any change in any term of the Agreement, and specifically agrees that any Contractor can not vary the terms of the Agreement by invoice, purchase order, memo or otherwise, unless it secures the signature of an authorized FCGH representative, acknowledging and expressly agreeing to the change. No acceptance or payment of an invoice by FCGH where the terms of that invoice that vary the Agreement shall constitute an amendment to the Agreement, but to the contrary shall be treated as mutual mistake and Contractor shall refund any payment received from FCGH which is not in compliance with the price terms and other provisions of the Agreement.

Forrest Health
Bid # 1567

10. Contractor agrees to abide by the requirements of the Mississippi Employment Protection Act (E-Verify Program), as amended, by registering to do business with the Mississippi Department of Employment Security. Contractor further agrees that it shall only employ persons who are legal citizens of the United States or are legal aliens, properly documented and verified by Contractor in compliance with all applicable statutes, regulations and other laws.
11. If providing on site services, Contractor agrees to comply with fingerprinting and criminal history record checks requirements in accordance with Sections 37-29-232 and 43-11-13, Mississippi Code of 1972, as amended, to the extent applicable to Contractor. Contractor shall be responsible for ascertaining the application of those laws to it and its employees providing services under the Agreement.
12. If providing on-site patient care or on-site services in close proximity to patients, Contractor agrees to ensure its on-site staff have been drug screened no more than thirty (30) days prior to beginning the on-site assignment, using a drug screen procedure that is comparable to the drug screen currently used by FCGH in its post-offer pre-employment drug screening process.
13. Mississippi law limits those who can bind FCGH to any contractual provision and Contractor understands and agrees to this. Any changes in the Agreement, as to price or other terms, shall not be effective unless approved in writing signed by an authorized representative of FCGH.
14. Until the expiration of four (4) years after the furnishing of any Services hereunder, Contractor shall make available upon written request to the Department of Health and Human Services, or upon request to the Comptroller General of the United States, or of their duly authorized representatives this Agreement and the books, documents and records that are necessary to certify the nature and extent of the costs of the Agreement.
COMPLIANCE: As part of FCGH's overall Compliance Program, Contractor shall establish procedures and insure adherence to all applicable state and federal statutes, including but not limited to, the Stark Law (§42 USC 1395), the federal False Claims Act, the Medicare Anti-kickback Statutes, the federal Civil Monetary Penalty Act, the provisions of the Medicare carrier manual, Medicare and Medicaid statutes and regulations, the Emergency Medical Treatment and Active Labor Act (EMTALA), the Balanced Budget Act, and the Patient Protection and Affordable Care Act of 2010. All performance by Contractor pursuant to the Agreement shall be done in compliance with the applicable rules and regulations of the Det Norske Veritas (FCGH's accreditation entity) and any third party payer.
Contractor certifies that it has not been disqualified in any manner from any federally funded program, is in compliance with all state, federal and local laws applicable to it and to its performance of the Agreement, and Contractor has never been debarred or limited in any manner from participation in the matters relevant to the Agreement.

CONTRACTOR	**FORREST COUNTY GENERAL HOSPITAL**
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date