



MISSISSIPPI STATE DEPARTMENT OF HEALTH

April 20, 2015

INVITATION FOR BID

RFx NO 3160000404

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

COMMERCIAL COOLERS

Single Stainless Steel Door Reach-In Commercial Cooler: 23-28 cu ft with Casters

Model No. and Size _____ Total \$ _____

Double Stainless Steel Door Reach-In Commercial Cooler: 43-55 cu ft with Casters

Model No. and Size _____ Total \$ _____

Single Glass Door Reach-In Commercial Cooler: 23-28 cu ft with Casters

Model No. and Size _____ Total \$ _____

Double Glass Door Reach-In Commercial Cooler: 43-55 cu ft with Casters

Model No. and Size _____ Total \$ _____

Walk In Commercial Cooler: Approximately 70 IN. W X 70 IN. D X 83-3/4 IN. H, Med. Temperature (34 to 41 degrees F) 115v/60/1, 3/4HP

Model No. and Size _____ Total \$ _____

This bid will constitute an agency contract for a one-year period. All prices are to be guaranteed for a one-year period.

All prices for all units must include assembly and installation. Award will be based on lowest assembled and installed price.

Prices bid shall be available to all state agencies and institutions. Prices bid may, at the discretion of the vendor/bidder, also be available to governing authorities.

All Bids to be f.o.b. destination. Shipments will be made as needed to various locations in the State. Warranty issues will be resolved by the seller and all repairs performed by authorized, qualified service personnel licensed to do business in Mississippi.

Mississippi State Department of Health estimates a quantity of 1ea-5ea of each unit could be purchased during a twelve (12) month period. Quantities larger than 5ea of some items may be requested if needed.

The term of the contract shall be for twelve (12) months with the option to renew for two (2) additional twelve (12) month periods from the expiration date, provided there shall not be any change in the prices, terms and conditions of the contract.

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 Mississippi 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 including warranty, repair, and/or replacement.

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 Mississippi State Department of Health does not relieve the contractor of any liability arising out of a default or nonperformance.

Each bidder must sign the enclosed "Certification Concerning Debarment and Suspension", Attachment A. The prospective bidder's company name is to be listed at the top where it states "Agency's Name" and an authorized signature and date are required at the bottom of the page where it states "Agency's Executive Director Signature & Date".

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.

Prospective bidders are to contact Johnny Nelson at (601) 576-7635 or by e-mail at Johnny.Nelson@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, 570E. 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, Tuesday, May 12, 2015 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, bidders should also submit a bid on-line in the State of Mississippi electronic procurement system, MAGIC. 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. Help for registering in MAGIC can be found at www.mmrs.state.ms.us.

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.

PLEASE MARK YOUR ENVELOPE: Bid Due 10:30 a.m. CST/DST, May 12, 2015.

RFx # 3160000404

NAME OF COMPANY _____

QUOTED BY _____

SIGNATURE _____

TELEPHONE _____

E-MAIL _____

Agency's Name

Certification Concerning Debarment and Suspension

In accordance with Debarment and Suspension Executive Order No. 12549, the Provider and the Department hereby certifies as follows:

- (1) The department as primary participant certifies to the best to its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or has a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

- (2) The prospective Provider of lower tier participant certifies, by signature below, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Whereas the prospective Provider or lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Agency's Executive Director Signature & Date