



MISSISSIPPI STATE DEPARTMENT OF HEALTH

April 20, 2015

INVITATION FOR BID

RFx NO 3160000368

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

**HIGH BACK BOOSTER SEAT** as per attached specifications

Estimated Quantity 2500    Each \$ \_\_\_\_\_    Total \$ \_\_\_\_\_

**CONVERTIBLE SAFETY CAR SEAT** as per attached specifications

Estimated Quantity 2500    Each \$ \_\_\_\_\_    Total \$ \_\_\_\_\_

This bid will constitute an agency contract for the period ending May 31, 2016. Quantities shown are estimated quantities to be purchased during this period.

Contract will be awarded on an “all or none” basis to the lowest bidder meeting specifications.

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

Deliveries will be made to various locations throughout the State of Mississippi. Bid prices are to include inside delivery charge to each address. The orders will be placed in at least 2-3 cycles and ordered as needed by May 31, 2016.

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

The term of the contract shall be for twelve (12) months with the option to renew for an additional period of twelve (12) months from expiration date, provided there shall be no change in price, terms and conditions for the duration of the additional twelve (12) month period.

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

**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](mailto: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, Monday, May 11, 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](http://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 11, 2015.**

**RFx # 3160000368**

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

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

SIGNATURE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

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

### **HIGH BACK BOOSTER SEAT SPECIFICATIONS:**

- Belt-positioning guides on both sides
- Internal 5-point harness system for children 22-40 pounds
- Belt-positioning booster for children up to at least 80 pounds
- Adjustable harness heights
- Locking clip included
- Harness chest clip
- Equipped with LATCH (Lower Anchors and Tethers for Children)

**Seat specification must be close to those listed above. All seats must meet federal motor vehicle safety standards, including crash testing head excursion limits.**

### **CONVERTIBLE SAFETY CAR SEAT SPECIFICATIONS:**

- Converts from rear to forward facing
- Rear-facing up to 30 pounds
- Forward-facing up to 40 pounds
- 5-point harness with harness adjustments
- Harness chest clip
- Cloth seat pads only
- Equipped with factory installed LATCH (Lower Anchors and Tethers for Children)

**Seat specification must be close to those listed above. All seats must meet federal motor vehicle safety standards, including crash testing head excursion limits.**