MISSISSIPPI STATE DEPARTMENT OF HEALTH

April 1, 2015

INVITATION FOR BID

RFx NO 3160000367

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

Purchase Agreement for Specialty Gases for the Public Health Laboratory as per attached listing:

Contract Period: May 1, 2015 through April 30, 2016

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 shall identify acceptance criteria for particulate and residual trace impurities as related to UHP grade argon and nitrogen. Cylinders that do not meet purity requirements will be replaced at no charge.

Defective cylinders will 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 bid.

The successful bidder will deliver full cylinders directly to the designated location in the laboratory after an order is placed. Vendors should provide a weekly delivery schedule for gas cylinders.

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).

570 East Woodrow Wilson • Post Office Box 1700 • Jackson, Mississippi 39215-1700
601/576-7634 • Fax 601/576-7931 • www.HealthyMS.com

Equal Opportunity In Employment/Service

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 our past year's usage and may fluctuate.

Liquid argon is currently used in portable cylinders, but a bulk tank will be used for liquid argon when lab operations are moved to the new facility. The quantities listed for liquid argon (Line 1) are dependent on the timeframe for moving to the new facility. The bulk tank for liquid argon is not included as part of this contract.

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

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

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.

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 increase in the price of any items for the duration of the additional twelve-month period. In the event vendor is not awarded the contract for the following contract term, vendor will allow 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.

E-Verify Compliance - Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1 et seq of the Mississippi Code Annotated (Supp 2008), 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 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 and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to 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 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.

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 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, 570 E Woodrow Wilson, Jackson, Mississippi 39216 OR Post Office Box 1700, Jackson, Mississippi 39215-1700.

Bids must be received, dated and time stamped prior to 10:30 a.m., CST/DST, Wednesday April 22, 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.

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, April 22, 2015
RFx No 3160000367

NAME OF COMPANY_____

QUOTED BY_____

SIGNATURE_____

TELEPHONE_____

E-MAIL _____

Item Type	Description and Complete Specifications	Estimated Annual Quantity	Price Each	Estimated Annual Price
Specialty Gases	Liquid Argon, 180 liters, ICP Grade (low krypton)	125		
Specialty Gases	Liquid Nitrogen, 180 liters, Low Pressure (must maintain 22 psi from the tank to the instrument during the complete test run)	50		
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)	20		
Specialty Gases	Nitrogen, Ultra High Purity Grade (Identify acceptance criteria for particulate and residual trace impurities)	50		
Specialty Gases	5% Methane/Argon (P5), ECD Grade	30		
Specialty Gases	Carbon Dioxide, Medical Grade, 50 lb	26		
Specialty Gases	Carbon Dioxide, Industrial Grade, 50 lb with siphon tube	25		
Specialty Gas Subtotal		**326**		
Cylinder Rental	Lines 1 and 2	175		
Cylinder Rental	Lines 3 through 7	151		
Cylinder Rental Subtotal		**326**		

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