INVITATION FOR SEALED BID
IFB NO. 03.20.2015.410
TO PROVIDE: MEDICAL SUPPLIES
ISSUE DATE: 02/20/2015

CLOSING LOCATION
Mississippi State Hospital - Building 93
3550 Hwy 468 West/P.O. Box 1
Whitfield, MS 39193

BID COORDINATOR
Sandy Jordan, Purchasing Manager
Telephone: (601) 351-8057
Fax: (601) 351-8282
E-Mail: jordasa@msh.state.ms.us

TECHNICAL CONTACT
Mrs. Sandy Jordan (601) 351-8057 jordasa@msh.state.ms.us

CLOSING DATE AND TIME
Bids must be received by 3:00 P.M. (CST) on 3/20/2015

MISSISSIPPI STATE HOSPITAL

P.O. BOX 157-A, WHITFIELD, MS 39193 (601) 351-8000 WWW.MSH.STATE.MS.US

JAMES G. CHASTAIN, DIRECTOR

REQUEST FOR COMPETITIVE SEALED BIDS: MSH 03.20.2015.410

REQUEST FOR SEALED BID: **(MEDICAL SUPPLIES)**

PROSPECTIVE BIDDERS:

1. GENERAL TERMS AND CONDITIONS

1.1 In accordance with the rules and regulations of the Mississippi Department of Finance and Administration, Office of Purchasing, Travel, and Fleet Management, Mississippi State Hospital (MSH) will receive bids for medical supplies as described in the following specifications. A copy of the regulations can be found at http://www.dfa.state.ms.us/purchasing/procurementmanual.

1.2 Written sealed bids and samples must be received no later than 3:00 P.M., **Friday, March 20, 2015**, at Mississippi State Hospital, by hand delivery at the Central Warehouse Building 93, 3550 Hwy 468 West, Whitfield, MS 39193 or by mail delivery at P.O. Box 1, Whitfield, Mississippi 39193. Bidders can also submit a bid on line in the State of Mississippi electronic procurement system, MAGIC. In order to submit bid bidders must be registered as a vendor in the MAGIC system for the State of Mississippi and have an I.D. number and password assigned at the time of registration. MSH prefers that bidders enter bids through MAGIC Bid Entry System. Help for registering in MAGIC can be found at www.mmrs.state.ms.us.

1.3 Opportunities for on-site visits, at Mississippi State Hospital, to discuss bid specifications and inspect work sites, products or equipment will be made by appointment only. Arrangements may be made by contacting Sandy Jordan, Purchasing Manager, Mississippi State Hospital, Whitfield, MS 39193 at (601) 351-8057.

1.4 Mississippi State Hospital desires to contract for the purchase of medical supplies as specified in this bid invitation.

1.5 Failure to examine any drawings, specifications, and instructions will be at the bidder's risk. It shall be incumbent upon the bidder to understand the specifications. Any requests for clarifications shall be in writing and shall be submitted to the MSH Purchasing Office at least five (5) working days prior to the date and time set for the bid opening.

1.6 If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person for technical information, bidders are cautioned that any oral or written representation made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation, issued by the MSH Purchasing Office. For determination as to whether any representation made requires that an amendment be issued, contact the MSH Purchasing Office at (601) 351-8056.

1.7 It is the intent of the specifications to obtain a product and related services that will adequately meet the needs of MSH while promoting the greatest extent of competition that is practicable. Bidders should notify

MSH of any specifications, terms or conditions which are formulated in a manner which would unnecessarily restrict competition. Any protest or question concerning the invitation for bid (IFB), subsequent order and delivery procedures, bidding procedures or bid award must be received, in writing, in the MSH Purchasing Office no later than seven (7) days after protestor knows or should have known of the protest issue.

1.8 No amendment will be issued within a period of two (2) working days prior to the time and date set for the bid opening unless such amendment also amends the bid opening date to a date not less than five (5) days after the date of the amendment. Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid or prior to submitting the bid. Bidder will identify the amendment number in the space provided for this purpose on the bid execution form, or by letter. The acknowledgement must be received by MSH by the time, date and at the place specified for receipt of bids.

1.9 If purchase orders or contracts are cancelled because of the awarded vendor's failure to perform or a request for an unspecified price increase, that vendor shall be removed from our bidder's list for a period of no less than twenty four (24) months.

1.10 The bidder understands that Mississippi State Hospital is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and Contractor/Seller agrees during the term of the agreement that Contractor/Seller will strictly adhere to this policy in its employment practices and provisions products and services. Contractor/Seller shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

1.11 Both Mississippi State Hospital and the successful vendor will agree that the initiation and continuance of the contractual agreement will be based on the availability of funds. Should there be no funds available at the time of the bid opening or during the agreement period the agreement will be cancelled with no further obligation by Mississippi State Hospital. Any property covered by the agreement will be returned to the vendor. Provided, however, that all payments due for the current fiscal year will be paid in full.

1.12 Bid openings will be conducted open to the public. All bidders are invited and encouraged to attend the bid opening meeting to review the submitted bids. However, they will serve only to open the bids. No discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied at the bid opening. After the close of the bid opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by bidders. Bid files may be examined during normal working hours only after an award has been made.

1.13 The total contract shall consist of this invitation for bid, to include all attachments, and the proposed bid offer submitted by the successful vendor. No other documents shall be a part of the formal contractual agreement. In no event is a vendor to submit its own standard contract terms and conditions in response to this solicitation. This agreement shall take priority over any other agreements that may be signed separately in conjunction with this invitation for bid, to include third party agreements.

1.14 If an acceptable agreement cannot be negotiated within thirty (30) days of issuance of the intent to ward notice, MSH may at its sole discretion at any time thereafter, terminate negotiations with that bidder and either negotiate an agreement with the next lowest and best bidder or choose to terminate the Invitation For Bid process and not enter into an agreement with any of the bidders.

1.15 Errors in bids submitted shall be determined and resolved as specified in paragraph 3.106.12 of the State of Mississippi Procurement manual.

1.16 Mississippi State Hospital shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the products or services covered by the agreement resulting from this invitation for bid, except for the bidder's internal administrative and quality assurance files and internal project correspondence. The bidder shall deliver such documents and work papers to MSH upon termination or completion of agreement. The foregoing notwithstanding, the bidder shall be entitled to retain a set of such work papers for its files. Bidder shall be entitled to use such work papers only after receiving written permission from MSH and subject to any copyright protections.

1.17 Bidders must, upon request of the Mississippi State Hospital, furnish satisfactory evidence of their ability to furnish products or related services in accordance with the terms and conditions of these specifications. The Mississippi State Hospital reserves the right to make the final determination as to the bidder's ability.

1.18 Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. Rejected material shall be removed by and at the expense of the contractor promptly after notification of rejection. Final inspection and acceptance or rejection of the supplies shall be made as promptly as practicable, not to exceed thirty (30) days after final acceptance by MSH, but failure to inspect and accept or reject supplies shall not impose liability on the Mississippi State Hospital for such supplies as are not in accordance with the specification. In the event necessity requires the use of supplies not conforming to specifications, payment therefore may be made at proper reduction in price. Upon proper notice from the contractor that installation or delivery has been completed to terms, the designated MSH Officer will schedule a time to make final inspections and provide written acceptance of items covered by this bid invitation, if applicable.

1.19 The Mississippi State Hospital is exempt from federal excise taxes and state and local sales or use taxes and bidders must quote prices which do not include such taxes. Evidence of exemption will be furnished upon request. Contractor shall also be liable for all personal property taxes that become due as a result of this agreement, if applicable.

1.20 The successful bidder shall ship (F.O.B. MSH – Freight Prepaid) and deliver/install all products/equipment, personnel, and materials necessary to successfully complete any awarded contract to the designated MSH receiving/installation site. All shipment costs, to include all fuel surcharges, will be paid by the successful vendor with no expense to MSH. No MSH agent will be involved in or responsible for conveying any material, equipment or personnel to the designated receiving/installation site. Successful vendor shall schedule all shipments Monday through Friday, 7:30 A.M. to 3:30 P.M. unless otherwise approved by the designated MSH Officer. Deliveries will be made to the following location unless otherwise notified: **Mississippi State Hospital, 3550 Hwy 468 West, Whitfield MS 39193. Attn: Building 93 Receiving**

1.21 Successful vendor shall provide, within 5 working days after receiving notice of award, a toll free telephone number that can be used Monday through Friday, 8:00 A.M. to 5:00 P.M. CST to obtain product and related troubleshooting support. Successful vendor shall respond to all support calls within 24 hours of notification by the designated MSH Officer.

1.22 Successful vendor shall provide for initial, continuing and advanced in-service training, to include use and care demonstration, of all awarded products as/if requested by the designated MSH Officer. If required, training will be provided for all three (3) MSH shifts as requested by MSH. Successful vendor shall provide required in-service training within ten (10) working days after receiving a request from the designated MSH Officer.

1.23 Before submitting a bid, each bidder shall make all investigations and examination necessary to ascertain all site conditions and requirements affecting the full performance of the agreement and to verify any

representations made by MSH upon which the bidder will rely. If the bidder receives an award as a result of their bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the agreement documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

1.24 Mississippi State Hospital accepts no responsibility for any expenses incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

1.25 Contractor/seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees, Miss. Code Ann. 71-11-1 et seq. (1972, as amended). 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. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor/Seller agrees to provide a copy of such verification. 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 to do business in the State.

1.26 The agreement may be cancelled by MSH in whole or in part by written notice of default to the Contractor upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. An award may then be made to the next lowest and best bidder, or when time is of the essence, similar commodities and related services may be purchased on the open market. In either event, the defaulting Contractor (or his/her surety) shall be liable to MSH for cost to MSH in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

1.27 This invitation for bid and any eventual contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor/Seller shall comply with applicable federal, state, and local laws and regulations.

1.28 This IFB and any eventual contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983, "and its exceptions. See Miss. Code Ann. 25-61-1 et. Seq. (1972, as amended) and Miss. Code Ann. 79-23-1 (1972, as amended). In addition, this IFB any eventual contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. 27-104-151 et. Seq. (1972, as amended). Unless exempted from disclosure due to a court issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at http://www.transparency.mississippi.gov. Information, including confidential vendor information or any other

information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

2. INSTRUCTIONS AND SPECIAL CONDITIONS

2.1 Bidders shall understand that this bid shall be **awarded on a group basis to the lowest bidder for the entire group of items.** Bidders should refer to **ATTACHMENT – A** for detail product specifications.

2.2 The bid shall be awarded to the bidder submitting the lowest overall price for the entire group of items #1 through #26. Bidders must bid on every item to be considered for bid award.

2.3 Factors to be considered in determining the best bid include: (1) The total bid price per group of items (2) Conformity to specifications (3) Responsibility of bidder (4) Responsiveness of bidder and (5) Trial results as applicable for products where compliance with specifications is suspect or otherwise cannot be determined.

2.4 The terms Vendor, Contractor, and Bidder shall all have the same meaning in this IFB in that they all refer to the authorized party submitting a bid.

2.5 The following sections/pages, of the IFB, require the bidder to provide information and/or a signature: **Attachments – A, B, C, D, & F. Bidders using the on line method to submit a bid can return any required bid documents by mail or hand delivery by the deadline date and time set to receive bids.**

2.6 All bidders must have established business operations within a 250 mile radius of Mississippi State Hospital, 3550 Highway 468 West, Whitfield, MS 39193.

3. SPECIFICATIONS

3.1 The term of the contract shall be for one (1) year.

3.2 It is our intent to procure medical supplies for the quantities listed on the bid form attached as part of this bid in **ATTACHMENT – A.** Quantities, however may be increased or decreased accordingly if the needs of MSH require such a change. Quantities shall be purchased as needed during the contract term.

3.3 The minimum specifications, set forth in this invitation for bid, are used to set a standard and in no case are used with the intention to discriminate against any manufacturer. Brand names are also used, in this invitation for bid, for the purpose of describing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition. Bidders should note the name of the manufacturer and reorder number of the product they propose to furnish and submit descriptive literature as applicable.

3.4 All no-substitution items have been determined by MSH Clinical staff to be part of an established standard of care and therefore no substitutions will be accepted for these items. They all however, are nationally sold products and generally available to most medical supply distributors.

3.5 Only one bid, per line item, per bidder. This means that only a single bid will be accepted from each bidder for each line item requested. Alternate bids, unless specifically requested, will not be considered.

3.6 Prices bid shall be fixed and firm for the term of the contract and for no less than the stated time of acceptance which is understood to be no less than sixty (60) days.

3.7 Invoices are to be billed to: Mississippi State Hospital, P.O. Box 1, Whitfield MS 39193, Attn: Accounts Payable.

3.8 The bidder agrees that submission of a signed bid form is certification the bidder will accept an award made to it as a result of the submission. Please see **ATTACHMENT – B Execution Form**.

3.9 Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. 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. Contractor/Seller agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. It is understood that MSH shall make all payments in accordance with Mississippi State Code Section 31-7-301, et. Seq. of the 1972 Mississippi Code annotated, as amended, which generally provides for payment by MSH within forty-five (45) days of the date the invoice is received and the services or goods are inspected and accepted as satisfactory. Please see **ATTACHMENT – C** for applicable rules and the signature page which must be signed and returned with your bid.

3.10 No bid shall be altered or amended after the specified time for opening bids. Bids and modifications or corrections thereof received after the closing time specified will not be considered.

3.11 Mississippi State Hospital reserves the right to reject any and all bids in whole or in part. Also the right is reserved to waiver minor informalities.

3.12 It is understood that MSH shall have sixty 60 days, from the bid opening date, to accept bid.

3.13 MSH intends to procure only the products and related services that meet the minimum standards stated herein. Alternates will be considered only if deviations to those standards are fully substantiated and submitted by potentially responsive sources denoting their equality to standards stated herein, along with adequate documentation: including specifications, and construction details along with bid for evaluation and approval.

3.14 All items must equal or exceed the specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used.

3.15 Award will be based on acceptance of this invitation for bid in its entirety and vendor must respond using the attached bid form and other designated documents. Bidder understands that conditional or qualified bids shall be subject to rejection in whole or in part.

3.16 Tie low bids shall be awarded as specified in paragraph 3.106.14 of the Mississippi Office of Purchasing and Travel, and Fleet Management Procurement manual.

3.17 Bids may be modified or withdrawn by written notice received in the MSH Purchasing Office prior to the time and date set for bid opening.

3.18 Bidders shall provide a minimum of two (2) references as a part of their bid submittals. References shall be for the sale of products and related services that are the same or similar to those specified in this invitation for bid, completed within the most recent 48 months prior to the bid opening date. The references must

include a contact name, organization name, telephone number, and date of last sale. Reference information should be provided on **ATTACHMENT – D**. MSH reserves the right to waive this requirement if it is in the best interest of Mississippi State Hospital.

3.19 All bidders must provide descriptive product literature, safety data sheets if applicable, and product samples for all bid items no later than the date and time of the bid opening. Samples, if not consumed or destroyed in testing, will be returned to the bidder at the bidder's expense. Bidders must label all samples with the bidder's company name, manufacturer name, product reorder number and bid file number. Request for the return of sample products must be made within ten (10) working days following the date of the bid opening. MSH reserves the right to waive this requirement in whole or in part.

3.20 It is the intent of these specifications to provide products which are acceptable and approved for use in a healthcare facility.

3.21 Successful bidder shall warrant directly or indirectly through product manufacturer all product material and craftsmanship to be free from defects for a period no less than the warranty period stated by the manufacturer to start from the date of acceptance, by MSH and as applicable.

3.22 All products shall be listed and approved to UL, CSA, CE or equal standards where applicable to its intended use at MSH as determined by the designated MSH Officer. Products shall comply with JC, FDA, EPA, OSHA, CAP, ACORN, NFPA, ASME, FMVSS, CDC, AHA, NSTM and GSA regulations and standards where applicable to the product's intended use at MSH as determined by the designated MSH Officer. MSH will be the final authority in determining if any applicable standard or regulation will be applied in whole or in part for the products specified in this bid invitation.

3.23 Bidders shall return the **entire bid package (all pages)** and the bid must be signed and sealed with the bidder's name and address on the outside of the envelope, and the time (3:00 P.M.), date of the bid opening **(March 20, 2015),** and MSH bid file number **(MSH 03.20.2015.410)** on the outside lower left corner of the envelope. Bid prices shall be submitted on the bid form **(ATTACHMENT –A). Bidders using the on line method to submit a bid may mail or hand deliver any of the documents required at paragraph 2.5 by the deadline date and time.**

3.24 Any bid received after the time and date set for receipt of bids is late. No late bid, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action or inaction of state personnel directly serving MSH. Bidders submitting late bids will not be considered for award and shall be so notified as soon as practicable.

3.25 If the agency is closed for any reason, including but not limited to: acts of God , strikes, lockouts, riots, acts of war, epidemics, government 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 Vendors/Contractors, 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 Vendor/Contractor 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.

3.26 Bidders should mark any and all pages of the bid considered proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled per applicable legal procedures.

3.27 It is understood that all bid products are subject to an evaluation trial to be conducted in an actual MSH area of use and may last up to 21 days as determined by MSH. If it is decided that a product trial will be conducted on a bid product, MSH will procure, at the bid price, the minimum amount necessary to complete the trial within the scope determined by MSH. Trial results, when conducted by MSH, will be a consideration in the bid award process.

3.28 It is understood that MSH has specified products to meet current stocking and usage needs and in doing so may specify acceptable specification ranges for some products. It is further understood and agreed that bid items are subject to price evaluation by the lowest unit of measure if required to equitably compare bid prices when bidders bid different packaging and size configurations within the specified range as applicable.

3.29 Bidders shall pay close attention to all product specifications, including size and packaging requirements, and will only submit bids which comply with all specifications.

3.30 Bidders shall submit pricing strictly as specified, whether that is by the each, pack, box or case unit.

3.31 Bidders shall understand that they are responsible for reading and understanding the entire IFB document to include the Additional Terms and Conditions listed in **ATTACHMENT – E.**

3.32 Bidders shall be careful to provide all information requested in the IFB to include **ATTACHMENT – F**, the Vendor Information Page and all other information pages.

Sandy Jordan

Sandy Jordan

Purchasing Manager

Procurement Schedule: MSH Bid File 03.20.2015.410 - Attachment A

Medical Supplies

Method of Award: By Group of Items

Line #	Estimated Usage Annually	Description	Prices
1	16,000 Bottles	Hand sanitizer, No Rinse, 4oz bottle, alcohol gel, 24-48/CS, Gojo Industries #DT11-48-DT100, McKesson #76631804 or equal. Brand_____Order#_____Pkg_____	$_____ Bottle
2	1000 Cases	Skin Protectant Lantiseptic, .5oz packet, 144/CS, Summit Industries #0305 no sub. Brand_____Order#_____Pkg_____	$_____ Case
3	4500 Jars	Skin Protectant Lantiseptic, 4.5oz Jar, 24/CS, Summit Industries #0310 no sub. Brand_____Order#_____Pkg_____	$_____ Jar
4	900 Boxes	Dressing Multi-Layered 4"x4", Alldress, 10Bx/CS, Molnlycke Healthcare AB Ref. #265329 no sub. Brand_____Order#_____Pkg_____	$_____ Box
5	300 Boxes	Dressing Multi-Layered 6"x6", Alldress, 10Bx/CS, Molnlycke Healthcare AB Ref. #265349 no sub. Brand_____Order#_____Pkg_____	$_____ Box

6	300 Boxes	Dressing Multi-Layered 6"x8", Alldress, 10BX/CS, Molnlycke Healthcare AB Ref. #265369 no sub. Brand_____Order#_____Pkg_____	$_____ Box
7	60 Each	Geo-Pro Mattress, 35"Wx80"L, nylon cover which is bacteriostatic and flame retardant, contoured design, medical grade polyurethane filler, Span America Geo-Pro #PR8035-29 no sub. Brand_____Order#_____Pkg_____	$_____ Each
8	4500 Each	Isolation Gown, disposable, yellow, elastic cuffs, standard size w/ ties, min. 30 grams, 50/CS, Medline #NON27236, Dukal #301 or equal. Brand_____Order#_____Pkg_____	$_____ Each
9	3000 Each	White Petroleum USP, 3.25oz. tube, non-sterile, 72/CS, Covidien #8884430300, Shield Line #MPR-30204 or equal. Brand_____Order#_____Pkg_____	$_____ Each
10	500 Each	Nebulizer set w/mouthpiece and tubing, single patient use, With: Tee adaptor - 7' supply tube, reservoir, 50/CS, Salter Labs #8900, Carefusion #002438 or equal. Brand_____Order#_____ Pkg_____	$_____ Each

11	800 Bottles	Nebulizer Pre-filled 760ML Sterile Water, w/nebulizer adaptor, 10/CS Hudson RCI #037-28 no sub. Brand_____Order#_____ Pkg_____	$_____ Bottle
12	5600 Each	Nebulizer w/aerosol mask & tubing, single patient use, With: 7' supply tube, elastic strap fixation, 50/CS, Salter Labs #8924, Carefusion #002433 or equal. Brand_____Order#_____ Pkg_____	$_____ Each
13	5000 Packs	Medicine cups, plastic, 1oz, 5000/CS (100/PK), Medline #DYND80000, First Choice #0103-100 or equal. Brand_____Order#_____ Pkg_____	$_____ Pack
14	3500 Each	Soap Mild (Dove), White, 3.15oz/3.25oz bars, 48/CS, Unilever Brand #61424, R3 Reliable #15200044 no sub. Brand_____Order#_____Pkg_____	$_____ Each
15	1500 Boxes	Flexible Plastic Drinking Straws, White, 7-3/4", individually wrapped, 25bx/CT, Dynarex #4260, First Choice #G2890100 or equal. Brand_____Order#_____Pkg_____	$_____ Box
16	1500 Bottles	Humidifier Prefilled, sterile water 340ML, Aquapak, w/humidifier adaptor, 20/CS, Hudson RCI #003-40 no sub. Brand_____Order#_____Pkg_____	$_____ Bottle

17	850 Each	Disposable Collection Unit, Small Canister (1500ml), stem inlet, 45 - 50 per case, Allied Healthcare Products Cat. #20-08-0003, Medline #DYNDSC1500 or equal. Brand_____Order#_____Pkg_____	$_____ Each
18	150 Each	Adult Size Blood Pressure Cuff, Aneroid Sphygmomanometer, Economy, Medline #MDS9410, American Diagnostic #775-11AN or equal. Brand_____Order#_____Pkg_____	$_____ Each
19	6000 Boxes	PF, Latex Exam Gloves, Small, 100/BX Cardinal Health #8841, First Choice #13005 or equal. Brand_____Order#_____Pkg_____	$_____ Box
20	9500 Boxes	PF, Latex Exam Gloves, Medium, 100/BX Cardinal Health #8842, First Choice #13006 or equal. Brand_____Order#_____Pkg_____	$_____ Box
21	10,000 Boxes	PF, Latex Exam Gloves, Large, 100/BX Cardinal Health #8843, First Choice #13007 or equal. Brand_____Order#_____Pkg_____	$_____ Box

22	650 Boxes	LF,PF, Synthetic Vinyl Gloves, Medium, 100/BX Cardinal Health #8882, First Choice #SCVNP103 or equal. Brand_____Order#_____Pkg_____	$_____ Box
23	850 Boxes	LF,PF, Synthetic Vinyl Gloves, Large, 100/BX Cardinal Health #8883, First Choice #SCVNP104 or equal. Brand_____Order#_____Pkg_____	$_____ Box
24	9500 Boxes	LF,PF, Nitrile Exam Gloves, Medium, 100/BX Cardinal Health #8812N, First Choice #33015 or equal. Brand_____Order#_____Pkg_____	$_____ Box
25	8500 Boxes	LF,PF, Nitrile Exam Gloves, Large, 100/BX Cardinal Health #8813N, First Choice #33016 or equal. Brand_____Order#_____Pkg_____	$_____ Box
26	60 Each	Deluxe Adult 3-Position Geriatric Recliner, Must have Minimum 250 pound weight capacity, Must be available in several upholstery colors, Must have heavy duty vinyl upholstery which is fire retardant, Tray Table must be included, Invacare Model #IH6065A no sub. Brand_____Order#_____Pkg_____	$_____ Each

*** NOTE ALL GLOVES SUBJECT TO EVALUATION - TESTING PRIOR TO AWARD ***

NOTE: Vendors should understand that the above quantities are estimates and they may change as the needs of MSH require.

COMPANY NAME	DATE
AUTHORIZED SIGNATURE	TITLE

EXECUTION PAGE
ATTACHMENT - B

BIDS WILL BE OPENED: **3:00 P.M. Friday, March 20, 2015, Building 93,** Mississippi State Hospital. I certify that I am authorized to enter into a binding contract, if this bid offer is accepted. By signing below, the undersigned agrees to all terms and conditions of the Invitation For Bid, including attachments, in whole and with exception of those amendments as acknowledged in writing to Bidder and signed by a duly authorized agent of MSH.

The prices listed are submitted on behalf of _____ and
(VENDOR'S NAME)

we agree to make shipments under this contract within 2 days from receipt of your purchase order. Unless notified to the contrary, this offer is good for sixty (60) days from the bid opening date. In submitting the above, it is expressly agreed that, upon proper acceptance of any or all items by Mississippi State Hospital, a contract shall hereby be created only after a written purchase order or contract award notice is mailed or otherwise furnished to the successful bidder(s) within the time of acceptance specified above without further action by either party. The contract shall not be assignable by the vendor in whole or in part without the written consent of Mississippi State Hospital.

ACKNOWLEDGEMENT OF AMENDMENTS
Bidders shall acknowledge the receipt of amendments by placing an "X" by each amendment received: Amendment No. 1( ) Amendment No. 2( ) Amendment No. 3( ) Amendment No. 4( )

Vendor's Name: _____ Date_____

Email Address: _____ Telephone: _____

Address: _____

City/State/Zip Code: _____

By: _____ Title: _____
(Vendor's Authorized Agent Signature)

ATTACHMENT – C

MS DFA RULE ON MANDATORY ELECTRONIC PAYMENT OF VENDORS

Vendor Name ("Vendor"):_____

Vendor has received a copy of the "Mississippi Department of Finance and Administration Administrative Rule on Mandatory Electronic Payment of Vendors."

Vendor understands that Mississippi State Hospital ("MSH") is an agency of the State of Mississippi, and as such, its' payments are processed by the Mississippi Department of Finance and Administration ("DFA").

Vendor agrees to one of the following:

(a) Within 60 days, enroll in the State of Mississippi E-Payment vehicle, currently PayMode™, for the receipt of payment from the State of Mississippi.

(b) Obtain an exemption from DFA before providing any good or services which may be billable to MSH.

Vendor understands that payment will not be received from MSH until enrollment in PayMode™ is complete, or an exemption is granted by DFA.

_____
Signature

_____
Printed Name

_____
Title

_____
Date

Return completed form to:

Mississippi State Hospital
Attention: Accounts Payable
PO Box 7
Whitfield, MS 39193

Fax: (601) 351-8301

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION
ADMINISTRATIVE RULE
MANDATORY ELECTRONIC PAYMENT OF VENDORS

I. General Purpose.

A. The Mississippi Department of Finance and Administration (DFA) serves as the primary executive branch agency for fiscal management. Under §7-7-41, the State Fiscal Officer has the authority to prescribe rules and regulations concerning the issuance of warrants and other forms of payments for all departments, institutions and agencies of the state. This rule, unless otherwise noted, is to set as the standard that vendors of the State of Mississippi shall be paid electronically and shall be provided the supporting remittance detail by electronic means.

B. This rule is a means for reducing the costs to produce paper warrants and remittance advices. The State has documented significant savings in the move to electronic payment and remittance. The State avoids the costs associated with printing, sorting, distributing, copying, and mailing warrants. Additionally, the State has determined that there are reduced opportunities for fraud and lost payments under this means of payment and remittance.

C. Vendors benefit by receiving notification of pending deposits of funds and have options for interfacing the remittance data from the State into their accounts receivable systems.

II. Definitions.

A. ACH: Automated Clearing House. Affiliated with the U. S. Treasury and the Federal Reserve System and used as the conduit for electronic payments and collections.

B. EFT: Electronic Funds Transfer. Electronic Funds Transfer (EFT) provides for electronic payments and collections. EFT is safe, secure, efficient, and less expensive than paper check payments and collections. Issuance costs for EFT payments are approximately 80% less than the cost to issue the same payment on a paper warrant. EFT transactions use the ACH network associated with the Federal Reserve System.

1. The State of Mississippi uses "standard EFT" for transferring funds to employee bank accounts for direct deposit of payroll payments and for some transfers to checking accounts of State agencies.

2. The State uses expanded EFT in the transfer of funds and remittance information using PayMode™. The State has established PayMode™ as the default payment method for those payments and transfers requiring supporting remittance information.

C. E-payment vehicle: Tool that captures the payment and remittance information and pushes it electronically to the designated vendor from the source system (SAAS or SPAHRS). The ACH is used to move the funds while a proprietary system is used to provide access to supporting remittance data and notification of the availability of funds to the State's vendors.

D. Existing Agreements: Individual agreements in place for the acceptance of electronic

payments prior to the implementation of this policy.

E. PayMode™: A Bank of America product, PayMode™ is the State's present e-payment vehicle.

F. SAAS: Statewide Automated Accounting System.

G. SPAHRS: Statewide Payroll and Human Resource System.

H. Vendor payments: Payments initiated and approved by State Agencies for various goods and services or as used to transfer funds to other governing authorities such as school districts, cities, and counties.

III. Requirements for Transitioning to E-payment Vehicle

A. All existing vendors presently set up for payment through standard EFT, unless otherwise approved as an exemption, must be enrolled in PayMode™ not later than April 1, 2006.

B. All vendors established as new vendors in the State Automated Accounting System (SAAS) as of April 1, 2006 must be established for e-payment and remittance via PayMode™.

C. All remaining SAAS and SPAHRS vendors, unless specifically exempted, must convert to PayMode™ by July 1, 2006.

D. To register for PayMode™, vendors should go to the Bank of America's ™ enrollment website at http://www.bankofamerica.com/paymode/ms.

1. Vendor must have a valid email address in order to enroll with PayMode™. This email address can be obtained through one of the free email services such as Yahoo or Hotmail.
2. Vendor must have access to a computer. As computers are generally accessible in all businesses as well as in Public Libraries or other public forums, no exemption will be granted for having only limited or no access to a computer.
3. Vendor may request assistance in enrolling with the State's e-payment service provider by contacting mash@dfa.state.ms.us or by calling MASH at (601) 359-1343.

IV. Exemptions

A. The following are exempt from this rule:

1. State employees as defined in §25-9-107;
2. Contract workers – note that Independent Contractors are **not** exempt from this rule;
3. Vendors specifically approved for "one of" payments using the specific vendor number designated for that purpose by the Office of Fiscal Management;
4. Right-of-Way acquisition payments made by the Mississippi Department of Transportation;

5. Debt service payments made by the Office of the State Treasurer;
6. Tax payments to the IRS (standard EFT);
7. Tax payments to the Mississippi State Tax Commission (standard EFT);
8. Transfers to the Public Employees Retirement System of Mississippi (standard EFT);
9. Transfers to the Mississippi Deferred Compensation and Trust/SBA (standard EFT);
10. Vendors who apply for exemption and are approved by DFA.

B. To apply for exemption, the vendor must submit a written application to:

Director, Office of Fiscal Management
Department of Finance and Administration
501 North West Street, Suite 1101B
Jackson, Mississippi 39201

C. Application must detail the following:

1. Reason(s) exemption requested. This must be a narrative explanation of the reason for the request;
2. Documentation of supporting cost and legal issues associated with the request for the exemption.

D. DFA will issue a written determination within 10 business days of the receipt of the exemption request. The written determination of DFA will be considered the final determination.

PAYMODE
FREQUENTLY ASKED QUESTIONS

- Is there a deadline date for enrollment in PayMode?

  The Administrative Rule states that all current and new state vendors are required to enroll in PayMode, prior to July 1, 2006. However, the State will be staging in the migration of vendors to PayMode over the months beginning in July 2006.

  Effective April 1, 2006, all new vendors conducting business with the state, will be required to enroll immediately after a vendor code has been established and assigned by the State, unless they have been specifically exempted by the State.

- Can anyone from my company enroll us in PayMode or does it require the company executive?

  Acceptable titles include: Asst. Treasurer, Treasurer, Controller, VP/Finance, In-house Counsel, CFO, or President. If the signer does not have one of these authorized titles, PayMode Customer Support will speak with someone in the organization with one of these titles who can confirm the signer is authorized.

- How long does it take to enroll?

  To initiate enrollment in PayMode takes less than 10 minutes. Vendors will complete the form online at www.bankofamerica.com/paymode/mississippi.

  After a vendor completes the online form, the designated vendor contact person will receive an email notification providing further instructions. Bank of America (PayMode) will then conduct further verifications as required to satisfy their due diligence requirements.

  The process is usually completed within seven days.

- Who should I contact to enroll in PayMode?

  A vendor may initiate enrollment in PayMode by simply accessing the PayMode website at www.bankofamerica.com/paymode/mississippi and completing the online enrollment form.

  If you require in-person assistance, you may call PayMode toll free at 1-866-252-7366 or contact Dorothy Preston, Department of Finance and Administration, at 601-359-6575.

- What is the cost for enrollment in PayMode?
  There is no cost to the vendor for enrollment in PayMode.

- Is there a cost for each payment I receive through PayMode?
  There is no cost to the vendor to receive payments via PayMode from State of Mississippi agencies.

- What are the banking costs for deposits through PayMode?
  There are no banking costs to the vendor for deposits made through PayMode.

- I do not have access to the Internet. Can I still receive my payments via paper check?
  To continue to receive paper warrants, a vendor must be approved for exemption by the Department of Finance and Administration. The exemption process and forms can be found in the MAAPP manual, section 17.10.20

- How do I file for an Exemption?
  To apply for exemption, the vendor must submit a written application to DFA. The Exemption Request form can be found at the following link: https://merlin.state.ms.us/vp.html?exemptionprocess

  The exemption application must detail the following:
  (1) A narrative explanation for the reason(s) for the request;
  (2) Documentation of supporting costs and legal issues to be born by the vendor if they are required to receive payment electronically.

- What should I do if I change banks?
  A vendor may change/update banking information by simply logging into PayMode at www.bankofamerica.com/paymode/mississippi and accessing the Administration option. If assistance is required, you may contact PayMode toll free at 1-866-252-7366.

- Will PayMode be able to provide an electronic file of all payments received from the state that can be loaded into our Accounts Receivable System?
  Yes. You may contact PayMode toll free at 1-866-252-7366 for further details.

- I am used to getting detailed remittance information with my paper check. Can PayMode provide these same details about the payment?
  Yes, by logging into PayMode, vendors will have access to detailed payment information, providing the same payment voucher (PV) information that is normally received with a paper warrant. You can then print this information for your records if a printed copy is needed.

REFERENCE PAGE – ATTACHMENT D

COMPANY NAME	CONTACT PERSON	TELEPHONE	DATE OF LAST SALE

YEARS IN BUSINESS

Indicate the length of time you have been in business providing the products and related services requested in this invitation for bid: _____ Years and _____ Months

ADDITIONAL TERMS AND CONDITIONS
ATTACHMENT - E

Entire Agreement. This agreement, for all intents and purposes, is intended as the complete and exclusive statement of the agreement between Mississippi State Hospital(MSH) and vendor and supersede all prior or contemporaneous agreements, negotiations, course of prior dealings, or oral representations relating to the subject matter hereof. The terms and conditions of any purchase order, agreements, amendments, modifications, or other documents submitted by either party which conflict with, or in any way purport to amend or add to any of the terms and conditions of this agreement are specifically objected to by the other party and shall be of no force or effect, nor shall govern in any way the subject matter hereof, unless set forth in writing and signed by both parties.

Time of Performance. Time is of the essence in the rendering of services hereunder. Vendor agrees to perform all obligations and render product related support services set forth per this agreement in accordance with the schedules herein and as mutually agreed upon between Mississippi State Hospital and Vendor during the term of this agreement.

Default. In the event that the Vendor fails to carry out or comply with any of the terms and conditions of this agreement with MSH, MSH may notify the Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Vendor fails to remedy such failure or default within the ten (10) day period, MSH shall have the right to cancel this agreement upon thirty (30) days written notice.

Warranties. All goods and product related support services covered by this agreement shall conform to the specifications, set forth in this agreement or otherwise furnished or adopted by MSH, and shall be merchantable fit for the purpose intended, of best quality and workmanship, and free from all defects. MSH shall have the right of inspection and approval, and may at Vendor's expense, reject and return non-conforming goods or require re-performance of product related support services which are not in compliance with the requirements of this agreement. Defects shall not be deemed waived by MSH's failure to notify Vendor upon receipt of goods or completion of product related support services, or by payment of invoice. All goods and/or product related support services provided under this agreement shall meet or exceed the safety standards established and

promulgated under the Federal Occupational Safety and Health Administration (Public Law 91-596) and its regulations in effect or proposed as of the effective date of this agreement. All goods delivered pursuant to this agreement shall conform to standards established for such goods in accordance with any applicable federal, state or local laws and regulations, unless otherwise indicated in this agreement. The use or sale of any goods delivered under this agreement, or any part thereof, except goods produced to MSH's specifications, drawings, samples, or other description, shall not infringe any existing patent, trademark, copyright, or other intellectual property right of third parties.

Amendments. This agreement may be amended within the agreement period by mutual consent of both parties. No modification or amendment to this agreement shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to this agreement must be forwarded to the MSH Purchasing Department for prior review and approval.

Independent Contractor Status. For all purposes of this agreement and notwithstanding any provision of this agreement to the contrary, Vendor is and independent contractor and is not a state employee, partner, joint venturer, or agent of MSH. Vendor will not bind nor attempt to bind MSH to any agreement or contract. As an independent contractor, Vendor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance.

Right to Audit. At any time during the terms of this agreement and for a period of three (3) years thereafter, or until they are audited by MSH, whichever comes first, MSH or a duly authorized audit representative of MSH, The Mississippi Department of Mental Health, or the State Of Mississippi, at its expense and at reasonable times, reserves the right to audit Vendor's records and books relevant to all services provided under this agreement. In the event such and audit by MSH reveals any errors/overpayments by MSH, Vendor shall refund MSH the full amount of such overpayments within thirty (30) days of such audit findings, or MSH, at its option, reserves the right to deduct such overpayments form any amounts MSH is required to pay Vendor under this agreement or any Purchase Order.

State Auditor's Office. Vendor understands that acceptance of funds under this agreement constitutes acceptance of the authority of the Mississippi State Auditor's Office, or any

successor agency, to conduct and audit or investigation in connection with those funds pursuant to Mississippi State Code. Vendor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Vendor will include this provision in all contracts with permitted subcontractor.

Title and Risk of Loss. The title and risk of loss of goods shall not pass to MSH until MSH actually receives, takes possession and accepts the goods at the point or points of delivery.

Force Majeure. Neither party hereto will be liable or responsible to the other for loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character. Provided, however, in the event of force majeure occurrence, Vendor agrees to use it best efforts to mitigate the impact of the occurrence so that MSH may continue to provide healthcare services during the occurrence. In the event of such delay or failure to perform, the period specified for performance hereunder may be extended for a period equal to the time lost by reasons of the delay, or the total agreement may be reduced by the performance (or portions thereof) omitted during such delay. The provisions of this paragraph shall be effective notwithstanding that such circumstances shall have been operative at the date of this agreement.

Other Benefits. It is understood and agreed that no benefits, payments or considerations received by Vendor for the performance of product related support services associated with and pertinent to this agreement shall accrue, directly or indirectly, to any employees, elected or appointed officers, representatives, or any other person identified as agents of, or who are by definition an employee of the State of Mississippi.

Non-Disclosure. Vendor and MSH acknowledge that they or their employees may, in the performance of this agreement, come in possession of proprietary of confidential information owned by or in the possession of the other. Neither part shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, whether or not directly or indirectly affiliated with Vendor or MSH, unless required by law. Each party shall also sign any non-disclosure agreements reasonably required by

the other party and obtain such agreements from their representatives and/or employees as necessary.

Publicity. Vendor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of MSH employees or patients or use MSH's name in connection with any sales promotion or publicity event without the prior express written approval of MSH.

Severability. If one or more provisions of this agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

Non-Waiver of Defaults. Any failure of MSH at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of MSH at any time to avail itself of same.

Assignment. Neither this agreement, nor any rights, obligations of moneys due hereunder are assignable or transferable (as security for advances or otherwise) unless agreed to in writing by MSH. Vendor shall not subcontract any portion of goods encompassed by this agreement without MSH's prior written approval. MSH shall not be required to recognize any assignment or subcontract made without its prior written approval, and any such assignment by Vendor shall be wholly void and ineffective for all purposes unless made in conformity with this section.

Assignment of Overcharge Claims. Vendor hereby assigns to MSH any and all claims for overcharges associated with this agreement arising under the antitrust laws of the United States, 15 U.S.C.A., Sec 1 et seq. (1973), or arising under any applicable antitrust laws of the State of Mississippi.

Freedom of Access and Use of Facilities. Vendor's employees shall have reasonable and free access to use only those facilities of MSH that are necessary to perform product related

services under this agreement and shall have no right of access to any other facilities of MSH. If Vendor's employees, agents, and/or subcontractors are performing work on MSH's premises for a period longer that three (3) days or twenty four (72) hours, MSH may require the Vendor to perform a security clearance check and urine drug test on each individual assigned to perform work under this agreement. If Vendor's employees, agents, and/or subcontractors are performing work on MSH's premises for period shorter that three (3) days or twenty four (72) hours, they must be accompanied by a MSH employee at all times.

Observance of MSH Rules and Regulations. Vendor agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking or use of tobacco products, no use of alcohol or drugs, no possession of firearms or other weapons, consideration for patients and their families, and parking and safety/security regulations. Care for MSH patients is the first priority. When patients are being transported in MSH elevators, Vendor's employees, agents, representatives, and subcontractors should exit/not enter the elevator and wait for the next available elevator to arrive.

Recall Notice. Vendor shall, immediately upon discovery of same, advise MSH of any or all required replacement/modifications to products or component part thereof or withdrawal of product by reason of safety hazard or recall regardless of the nature of same. Any verbal notification must be confirmed in writing within twenty four (24) hours of such verbal notification. All such formal notices shall be submitted to the attention of the MSH Purchasing Chief.

Applicable Law. The agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws 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.

Representation Regarding Contingent Fees. The Vendor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Vendor's bid or proposal.

Representation Regarding Gratuities. The Vendor represents that it has not violated, is not violating, and promises that it will

not violate the prohibition against gratuities set forth in State of Mississippi Procurement regulations.

Certification of Independent Price Determination. The vendor certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

Attorney's Fees and Expenses. Subject to other terms and conditions of this agreement, in the event the Vendor defaults in any obligations under this agreement, the Vendor shall pay to MSH all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by MSH in enforcing this agreement or otherwise reasonably related thereto. Vendor agrees that under no circumstances shall MSH be obligated to pay any attorney's fees or costs of legal action to the Vendor.

Authority To Contract. Vendor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that MSH is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated 25-61-1, et seq. If a public records request is made for any information provided to MSH pursuant to the agreement, MSH shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

Contractor Personnel. MSH shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Vendor. If MSH reasonably rejects staff or subcontractors, the Vendor must provide replacement staff or subcontractors satisfactory to MSH in a timely manner and at no additional cost to MSH. The day to day supervision and control of the Vendor's employees and subcontractors is the sole responsibility of the Vendor.

HIPAA Compliance. Vendor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this agreement.

Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this agreement.

No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of the Vendor for harm caused by the intentional or reckless conduct of the Vendor for damages incurred through the negligent performance of duties by the contractor or the delivery of products that are defective due to negligent construction.

Non-Solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by MSH and the Vendor.

Quality Control. The Vendor shall institute and maintain throughout the agreement period a properly documented quality control program designed to ensure that the product related services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Vendor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by MSH.

Third Party Action Notification. Vendor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this agreement.

Unsatisfactory Work. If, at any time during the contract term, the product related service performed or work done by the Vendor is considered by MSH to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, the Vendor shall, on being notified by MSH, immediately correct such deficient product related service or work. In the event the Vendor fails, after notice, to correct the deficient product related service or work immediately, MSH shall have the right to order the correction of the deficiency by separate agreement or with its own resources at the expense of the Vendor.

Debarment. By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi, and that it is not agent of a person or entity that is currently debarred from submitting bids for contract issued by and political subdivision or agency of the State of Mississippi.

Nonconforming Terms and Conditions. A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. MSH reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by MSH of non-responsiveness based on the submission of nonconforming terms and conditions.

VENDOR INFORMATION – ATTACHMENT F

IN ADDITION TO INFORMATION SUPPLIED ELSEWHERE WITHIN THE IFB, PLEASE COMPLETE THE FOLLOWING WHICH WILL BE USED IF YOU ARE AWARDED A CONTRACT.

PAYMENT TERMS:_____ FEDERAL ID NUMBER:_____

SHIPMENT WILL BE MADE:_____ DAYS A.R.O.

SEND ORDERS TO:
VENDOR NAME & ADDRESS: _____

_____

_____

Telephone:_____ Fax:_____

INVOICES WILL BE FROM:
VENDOR NAME & ADDRESS: _____

_____

_____

CONTRACT CONTACT: Name:_____

Telephone:_____ E-Mail:_____

WARRANTY SERVICE CONTACT:
Name:_____

Telephone:_____ E-Mail:_____

SALES REPRESENTATIVE: Name:_____

Telephone:_____ E-Mail:_____

COMPANY NAME:_____ SIGNATURE:_____