



**MISSISSIPPI STATE DEPARTMENT OF HEALTH**

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May 3, 2016

INVITATION FOR BID

RFx NO 3160000979

The Mississippi State Department of Health plans to purchase the items (condoms and lubricants) on the attached sheet and invites your bid.

Quantities listed are estimated quantities to be purchased during the contract period. Orders to be placed as needed during this period.

Prices shall be guaranteed for the twelve-month period.

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

The term of the contract shall be for twelve months with the option to renew up to two additional twelve month periods from expiration date, provided there shall be no increase in the price of change in the price, terms and conditions of any item for the duration of the additional twelve-month periods.

Contract may be canceled for cause for either party with the giving of 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; requests 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 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.

Bidders shall clearly indicate the manufacturer's name, brand and product number for each item bid. If product is manufactured in a country other than the United States of America, bidder must specify country of origin. During the term of the contract, the vendor is to deliver only the products specifically bid and awarded.

All bidders are to furnish a complete literature/specification sheet on all items bid along with the quality assurance procedures from manufacturer.

All bidders are to furnish information concerning conformance with the most current FDA requirements, ASTM D-3492-89 requirements, air burst testing according to ISO Standards, etc.

All bidders are to furnish a sample of the educational "How to Use" literature that is to be provided with every order.

Each individually packaged condom shall be labeled to include the name or trademark of the manufacturer and the lot or batch number. In addition, each package shall bear explicitly the expiration date.

Samples of each product offered are to be furnished with the bid.

All condoms bid must be readily available over-the-counter at retail outlets in the State of Mississippi, that is, in Drug Stores, Food Stores, and Mass Merchandisers such as Wal-Mart, etc.

All bidders shall furnish information concerning comparable contract awards they have received and/or completed, including complete names, addresses and phone numbers of these customers.

The Mississippi State Department of Health may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform this contract. Bidder shall furnish all such information and data for this purpose as may be required.

Upon award, bidder will be required to submit a Certificate of Insurance for general liability.

The agency reserves the option to award either the lowest and best, all or none, multiple vendor, or single vendor whichever is in the best interest of the state.

**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.

If the agency is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental 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 bidders, 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 bidder 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.

Prospective bidders are to contact Jennifer Dotson at 601-576-7627 or by e-mail at [Jennifer.Dotson@msdh.ms.gov](mailto:Jennifer.Dotson@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, Monday, May 23, 2016 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.

An 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 to waive all informalities.

PLEASE MARK YOUR ENVELOPE: BID DUE: 10:30 a.m. CST/DST, May 23, 2016  
RFx No. 3160000979

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

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

SIGNATURE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

## Condom and Lubricant Description

<u>Estimated Quantity</u>	<u>Description</u>	<u>Bid Prices</u>
<u>260</u> Cases	(Bulk Pack of approx. 1000/case) Condoms, Latex, Lubricated, Receptacle Ends, 0.085 maximum thickness, "7.25- 8.0" Length approx., 2" width approx.	\$ _____/case _____ quantity/cs.
<u>300</u> Cases	(Bulk Pack of approx. 1000/case) Condoms, Latex, Assorted Colors, Lubricated, Receptacle Ends, 0.085 maximum thickness, "7.25- 8.0" Length approx., 2" width approx.	\$ _____/case _____ quantity/cs.
<u>260</u> Cases	(Bulk Pack of approx. 1000/case) Condoms, Latex, Large, Lubricated, Receptacle Ends, 0.085 maximum thickness, "7.25- 8.10" Length approx., 2" width approx.	\$ _____/case _____ quantity/cs.
<u>260</u> Cases	(Bulk Pack of approx. 1000/case) Condoms, Polyurethane Non-Latex, Lubricated, Receptacle Ends, 0.085 maximum thickness, "7.25- 8.0" Length approx., 2" width approx.	\$ _____/case _____ quantity/cs.
<u>300</u> Cases	(Bulk Pack of approx. 1000/case) Lubricants, Water-based, Compatible with Polyurethane and Latex Condoms, Non-sterile, Non-irritating, Non-Greasy, Non-staining, Gel-like liquid, Individually package maximum size, "0.14- 0.33" fluid ounces.	\$ _____/case _____ quantity/cs.