MISSISSIPPI STATE DEPARTMENT OF HEALTH

INVITATION FOR BID

Issue Date: July 12, 2016

RFx NO 3160001130

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

Minimum Bid to purchase ICP/Mass Spectrometer grade liquid argon gas that is housed in a 1500 liter bulk tank furnished and maintained by the vendor on a rental basis. The liquid argon gas will be used to perform drinking water and clinical testing using ICP/Mass Spectrometers.

Address: Mississippi Public Health Laboratory
570 E Woodrow Wilson
Jackson, MS 39216

This bid will be awarded on a total overall review of the specifications listed. The vendor is responsible for providing relevant documentation and demonstration that the products quoted in response to the bid meets all of the specifications listed. Pricing for the proposed liquid argon bulk tank agreement must be quoted for a term of five (5) years.

BID COORDINATOR
Jennifer Dotson, Purchasing Director
Mississippi State Department of Health
P. O. Box 1700
Jackson, MS 39215-1700
Telephone: 601-576-7627
E-Mail: Jennifer.Dotson@msdh.ms.gov

CLOSING DATE AND TIME
Bids must be received by 10:30 a.m., CST/DST, Friday, July 29, 2016

TERMS AND CONDITIONS:

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 Contract/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 Jennifer Dotson at (601) 576-7627 or by e-mail at Jennifer.Dotson@msdh.ms.gov with any questions regarding this bid. All questions shall be submitted in writing. Questions shall be submitted in time to be received at least (5) days prior to the IFB closing time and date.

It is incumbent upon each bidder to carefully examine the specifications, terms, conditions, etc. As stated above, all inquiries, requests, etc. concerning interpretation, clarification or additional information shall be made in writing either by E-Mail or by mail to Jennifer Dotson, Purchasing Director, P. O. Box 1700, Jackson, MS 39215-1700 or 570 E Woodrow Wilson, Jackson, MS 39216. The Mississippi State Department of Health (MSDH) will not be responsible for any oral representation(s) given by any employee, representative, or others. The issuance of a written addendum is the ONLY official method by which interpretation, clarification or additional information can be given.

If it becomes necessary to revise or amend any part of this IFB, notice will be given to all prospective bidders who were sent a bid packet. Bidder must acknowledge receipt of amendments in their bid response. Each bidder should ensure that they have received all addenda and amendments to this IFB before submitting their response.

The Mississippi State Department of Health reserves the right to define equals, to reject any or all bids, and waive all informalities. The MSDH also reserves the right to request award of the IFB to the lowest and best overall bid.

F.O.B. Point – F.O.B. Destination

Minimum Specifications – the specifications listed in this IFB are the minimum required for this IFB. They are not intended to limit competition nor specify any particular bidder/respondent, but to ensure that the MSDH receives a quality product.

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.

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, Friday, July 29, 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.

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.

All bidders are invited and encouraged to attend the bid opening to review the submitted bids. After the close of the bid opening, the bids will be considered to be in the evaluation process and will not be available for review by bidders.

Any award notice, successful or unsuccessful, will be provided in written form and sent to all participants of the IFB.

PLEASE MARK YOUR ENVELOPE: Bid Due 10:30 a.m. CST/DST, July 29, 2016 .
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(If the agency, MSDH, 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.)

MSDH

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Facility Fee for Bulk Tank _____/Month Total for 60 Months _____

Delivery Fee (If applicable) _____/Delivery Total for Est. 30 Deliveries _____

Gas Fee (per 100 cft) _____/100cft Total for 18,700 (100cft)_____

Company Name: _____

Quoted By: _____

Signature: _____

Telephone: _____

E-Mail Address: _____

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Minimum Bid Specifications for the Purchase of ICP Grade Liquid Argon Gas and the Installation and Rental of a 1500 liter Bulk Tank

The Mississippi Public Health Laboratory (MPHL) proposes to purchase ICP/Mass Spectrometer grade liquid argon gas that is housed in a 1500 liter bulk tank furnished, maintained and rented from the awarded vendor. The gas will be used to perform drinking water and clinical testing using ICP/ Mass Spectrometers. 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 should identify acceptance criteria for particulate and residual trace impurities as related to the ICP grade liquid argon. Liquid argon that does not meet purity requirements must be replaced at no charge. The vendor will be invoiced for any charges for repairs occurring to instruments as a result of impurities contained in the gas. The term of the contract will be five (5) years.

Vendors should provide line listing prices for each of the three (3) following categories. The prices for the items shall be guaranteed for a five (5) year period:

1. Facility Fee-All tank rental fees, installation costs, costs for maintenance/repairs of the tank, hazmat fees, telemetry fees and other facility fees should be included as one monthly charge.
    a. Installation of the tank must be completed within 4 weeks of the contract award. Vendors must define the timeframe for installation of the tank and the initial filling of ICP grade liquid argon.
    b. Installation must be scheduled with the laboratory to minimize downtime for testing.
    c. The tank must be securely anchored to the designated tank pad.
    d. The tank vent must be directed away from the building.
    e. The tank must be connected to the stainless steel line and should include a wireless monitoring system.
    f. The monitoring system performance parameters must be provided and should include a description of how the system provides monitoring, the service requirements, what the system monitors, the response thresholds, and the response timeframe based on the specified thresholds
    g. The vendor will be responsible for all maintenance of the tank and its components, including parts and labor.
    h. At the end of the contract period of five (5) years, the vendor will be responsible for the removal of the tank with no expense to the MSDH.
2. Delivery fee- Charges to fill the bulk tank for each delivery every two (2) months or on-demand.
    a. Normal hours for delivery are between 8:00 a.m. - 4:00 p.m. Monday- Friday.
    b. Delivery must be coordinated with the laboratory facility manager.
    c. The successful vendor must be able to provide rush deliveries for emergency events within eight (8) hours of receipt of order. Information to contact vendor for emergency deliveries must be provided.

3. Gas Fee- Charges per 100 cft for ICP/Mass Spectrometer grade liquid argon. The estimated annual volume is 374,000 cft.

a. The gas must be ICP/ Grade. Gas that does not meet purity requirements must be replaced at the vendor's expense. The vendor will be invoiced for any charges for repairs occurring to instruments as a result of impurities contained in the gas.

b. Gas quantities are based on our usage in the past year and may fluctuate.

c. Gas delivery timeframes must be identified based on both monitoring system and end user notification.

d. Fill quantities will vary per delivery and volume should be metered per delivery.

_____Please initial, stating that product(s) bid meets all required specifications.