



MISSISSIPPI STATE DEPARTMENT OF HEALTH

INVITATION FOR BID

Issue Date: July 12, 2016

RFx NO 3160001082

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

(1) Minimum Bid Specifications for a Reagent Rental Agreement for a FDA approved 4th generation Immunoassay System assay to screen human serum and plasma for human immunodeficiency virus p24 antigen and antibodies to both HIV-1 and HIV-2, Hepatitis A IgM, Hepatitis A Total, Hepatitis B Core IgM, Hepatitis B Surface Antibody, Hepatitis B Surface Antigen and Hepatitis C per the attached specifications. The reagents and kits to perform HIV 1, 2 antigen/antibody 4th generation combo assay using a reagent rental agreement must provide the use of the test platform and supporting equipment. Rental pricing of the test platform is built into the pricing of the reagents and kits.

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 instrument quoted in response to the bid meets all of the specifications listed. Pricing for the proposed reagent rental agreement will be for a five (5) year agreement.

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, Monday, August 1, 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 Contractor/Seller to the following: (a) termination of the Agreement and Ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

E-Payments – Payments by The Mississippi State Department of Health shall be made and remittance information provided electronically as directed by The State of Mississippi. These payments shall be deposited into the bank account of the Contractor's Choice. The State may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the terms of this agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

Applicable Law – This purchase shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The vendor shall comply with applicable federal, state and local laws and regulations.

Payment Terms – MS Code Section 31-7-305(3) allows a state entity to pay invoices within 45 days without penalty.

Bid terms are welcome, however, they will not be used as criteria for awarding the bid.

Prospective bidders are to contact 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, Monday, August 1, 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, August 1, 2016 .
RFx # 3160001082**

(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

BID FORM Rfx 3160001082

HIV 1,2 Kits \$ _____/Kit
 _____Number of Tests/Kit

HIV 1,2 Reagents \$ _____/Unit
 \$ _____/Unit (If needed)
 \$ _____/Unit (If needed)

Company Name: _____
Quoted By: _____
Signature: _____
Telephone: _____
E-Mail Address: _____

RFx 3160001082

Minimum Bid Specifications for a Reagent Rental Agreement for a 4th Generation Immunoassay System to perform HIV 1, 2 Antigen/Antibody Combo Assay and Hepatitis

The purpose for these reagents will be for the simultaneous qualitative detection of human immunodeficiency virus p24 antigen and antibodies to HIV type 1 (HIV-1 group M and group O) and/or type 2 (HIV-2) and Hepatitis A, B and C in human serum and plasma.

The Mississippi State Public Health Laboratory (MPHL) proposes to purchase reagents and kits to perform HIV 1, 2 antigen/antibody 4th generation combo assay using a reagent rental agreement that provides the use of the test platform. Pricing of the test platform is built into the pricing of the reagents and kits for a specified term. The immunotest platform must be fully automated and be an FDA approved 4th generation assay to screen human serum and plasma for human immunodeficiency virus p24 antigen and antibodies to both HIV-1 and HIV-2, Hepatitis A IgM, Hepatitis A Total, Hepatitis B Core IgM, Hepatitis B Surface Antibody, Hepatitis B Surface Antigen and Hepatitis C. The platform included in the bid must be for a new test platform; components and the unit cannot be refurbished, previously owned or used for demonstration. A list of equipment, reagents, controls and consumables must be included as stated in the package insert that is approved by the FDA for proper test performance.

The test platform must have the following:

1. The test platform must be a **4th generation** assay that is FDA approved to detect human immunodeficiency virus p24 antigen and antibodies to HIV-1 and HIV 2 in human serum and plasma; documentation must be provided to support FDA approval.
2. The test platform must be FDA approved to detect Hepatitis A IgM, Hepatitis A Total, Hepatitis B Core IgM, Hepatitis B Surface Antibody, Hepatitis B Surface Antigen and Hepatitis C in human serum and plasma; documentation must be provided to support FDA approval.
3. The test platform must be FDA approved to run human serum or plasma specimens that can be transported in a vacutainer collection tube.
4. The vendor must provide all specimen transport requirements, including the following: specimen collection processes, including any tube handling requirements such as centrifugation; specimen storage condition and storage time between collection and test performance; specimen storage condition and storage time after test completion; number of time specimen can undergo freeze-thaw conditions. Documentation must be provided to support FDA approval for all specimen collection, handling, storage and transport statements.
5. The package insert or technical specifications must be included with the quotation.
6. The test platform must be a fully automated walk-away instrument.
7. The test platform must hold 5mL, 7mL, or 10 mL tubes.
8. The test platform must have a throughput of at least 100 specimens per hour.
9. The test platform must have on-board reagent storage.
10. The test platform must have auto detection of adequate reagent or specimen.

11. The test platform must have reflex testing capability. The vendor must define the reflex testing process and identify whether the reflex test is automatically performed by the instrument or must be manually ordered by testing staff.
12. The vendor must define the calibration requirements for the test platform.
13. The test platform must have autocalibration alert.
14. The vendor must define the calibration frequency associated with all requested tests on the platform.
15. The vendor must define all instrument maintenance requirements, including all daily, weekly or monthly maintenance, the staff hands-on time to complete, and must provide an estimate of the annual maintenance supply costs associated with the instrument.
16. The vendor must define the quality control features and requirements of the test platform.
17. Levy-Jennings graphs should be available for viewing on the instrument, must distinguish which points are out of range, and the capability to add comments to the control run and print out QC.
18. The vendor must provide the data on accuracy, precision and linearity of all requested tests.
19. The test platform must have a bar code reader for specimen tracking. The specifications for labels must be included.
20. Stored results and QC data must be retrievable from the test platform for up to one month. The vendor must state whether the instrument has the capability to send QC data to a LIMS via an interface.
21. A UPS battery back-up/surge protector must be included.
22. If instrument monitoring is required by the vendor, the method, specifications and requirements for monitoring must be clearly stated.
23. An itemized list for reagents, controls and consumables, including quantity per unit of measure and current individual prices must be provided for both HIV 1,2 and Hepatitis A,B & C.
24. Price for reagents included in the proposed reagent rental agreement should be based on an annual volume of 75,000 HIV 1, 2 Antigen/Antibody Combo tests only. Any orders for reagents and kits for Hepatitis A,B and C will be made separate from this agreement. Pricing for the proposed agreement must be for a five (5) year period.
25. The vendor must provide a list of at least 5 current clients that use their instrument. Client estimated testing volume and test list must be included.
26. The vendor will include the facility service specifications required for instrument installation (water, drain, venting, room size, requirements for waste disposal, etc.).
27. The vendor must provide information regarding features of the instrument that are not specified herein and any upgrades to the instrument that may expand its capacity.

Software Specifications

1. The systems software must be 100% compatible and bi-directionally interfaceable with the current MPHL Laboratory Information Management Systems (LIMS), Common Cents ApolloLIMS used to support clinical testing.
2. Instrument software updates must be provided as part of the agreement.

Training requirements

1. Must have dedicated on-site training for analytical software included as recommended

- by vendor.
2. Must have off-site training for instrument and software included.
 3. Off-site vendor training, if required, must be included in the quotation.
 4. The company must provide on-site training and certification for all lab testing personnel and off-site training as required by the manufacturer.
 5. The company must provide training modules for specimen collection, handling and interpretation for clinical staff.

Installation requirements

1. The vendor must provide technical assistance and on-site installation for the initial setup as part of the agreement.
2. Instrument must be received by four (4) weeks and installed and ready for use by the customer within six (6) weeks of receipt of a purchase order. The customer will have discretion to schedule installation after six (6) weeks.
3. Instrument must use 220/240 volts.

Service requirements

1. Must provide a toll free telephone number for technical assistance that is accessible Monday through Friday from 8:00 a.m. - 5:00 p.m. CST/CDT.
2. The company must be able to provide expedited service when there is an instrument malfunction. Vendor must provide response time in documents that are submitted.
3. Must provide the base location of the nearest service representative.
4. Must provide on-site service calls to perform preventive maintenance as required by the manufacturer.
5. The cost of the service agreement must be included as part of the reagent rental agreement.