

PUBLIC PROCUREMENT REVIEW BOARD

REGULAR MEETING

WEDNESDAY, MAY 04, 2016

A regular meeting of the Public Procurement Review Board (PPRB) was held at 2:00 p.m. in the 13th floor Conference Room of the Woolfolk State Office Building located in Jackson, Mississippi.

PRESENT

Mr. Kevin J. Upchurch, Chairman
Mr. Freddie M. "Flip" Phillips, Vice Chairman
Mr. Charles R. Snowden, Member

OTHERS

Ms. Aubrey Leigh Goodwin, Director of the Office of Purchasing, Travel and Fleet Management, DFA
Mr. Mike Cook, Director of the Office of Purchasing and Travel, DFA
Ms. Regina Irvin, Staff Officer for the Office of Purchasing, Travel and Fleet Management, DFA
Mr. Kent Adams, Director of Real Property Management, DFA
Mr. Glenn Kornbrek, Director of the Bureau of Building, Grounds and Real Property Management, DFA
Mr. Edward Wiggins, Jr., Special Assistant Attorney General, DFA
Ms. Melody Coulson, PPRB Recorder

GUESTS

Mr. Stanley Hebren, Regions

The Chairman called the meeting to order and commenced with a prayer.

MINUTES

Mr. Upchurch asked if the Minutes had been reviewed for the following meetings:

- Regular Meeting, Wednesday, April 06, 2016
- Special Meeting, Friday, April 15, 2016

Mr. Phillips made a motion to approve. Mr. Snowden seconded and the motion carried.

OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT (OPTFM)

Ms. Irvin presented the following:

1. The Mississippi Valley State University (MVSU) requested to use Master Lease Financing to purchase two (2) 40 passenger buses and two (2) police vehicles with alternate flashings

PUBLIC PROCUREMENT REVIEW BOARD

Regular Meeting

Wednesday, May 04, 2016

Page 2

and headlamp flashers. MVSU solicited bids for the passenger buses. Two responses were received, MVSU accepted the lowest bid, awarding the contract to Alliance Bus Group, in the amount of \$365,940.00. The P-1 was approved by the Office of Purchasing and Travel. The two police vehicles are being purchased from state contract with two sets of additional flashing lights from Rogers Dabbs Chevrolet, Inc. in the amount of \$41,564.00. MVSU is requesting the Board's approval to use the Master Lease Purchase Program to finance the acquisition of the two (2) passenger buses and two (2) police vehicles. Mr. Phillips made a motion to approve this item contingent upon the issuance of a purchase order or an award letter by the agency. Mr. Snowden seconded and the motion carried.

2. The Mississippi Department of Corrections (MDOC) requested retroactive approval to enter into a rental agreement with Canon USA, Inc., in the amount of \$2,418,000.00, from 5/4/2016 to 2/3/2019, to lease 412 copiers/multi—function devices for the Central Office Complex, off-site canteens, Community Corrections and pre-release centers, Central Mississippi Corrections Facility, Mississippi State Penitentiary and South Mississippi Correctional Institution. MDOC submitted the procurement to the Mississippi Department of Information Technology Services (ITS) as required, and the procurement was approved by the ITS Board on October 16, 2015. MDOC submitted Requests for Information (RFI) to all the dealers listed on the state copier contract. Ten (10) (four (4) manufacturers and six (6) vendors) responded to the RFI and participated in oral presentations. Nine (9) of the ten (10) manufacturers and vendors submitted a response to the Requests for Quotes (RFQ). One (1) vendor declined to submit a quote. A team of five (5) MDOC staff evaluated the proposals based on a three (3) step process with a maximum score of 50 points for Evaluation of Cost and a maximum overall score of 165. The top three (3) vendors scoring the highest in the cost matrix were further evaluated based on their ability to support the account through providing reliable equipment, qualified and ample project technical staff, ability to provide support services statewide, account management, ability to implement solutions to drive down cost over the next three years and customer references. MDOC awarded the contract to the vendor that best met the agency's needs with the highest score based on a combination of price, experience, and quality of equipment and service. MDOC requested the Board's retroactive approval to award the contract to the vendor with the highest score that met the RFI criteria. Mr. Phillips made a motion for retroactive approval of this item contingent upon the issuance of a purchase order or an award letter by the agency. Mr. Snowden seconded and the motion carried.
3. Mississippi Forestry Commission (MFC) solicited bids for the purchase of thirteen (13) one hundred and four horsepower (104 HP) Low Ground Pressure (LGP) class bulldozers with a hydraulically driven winch mounted on the blade (at a cost of \$169,000.00 each) and one (1) one hundred and four horsepower (104 HP) Low Ground Pressure (LGP) class bulldozer with a rear mounted winch with no plow (at a cost of \$159,000.00) to be used in multiple counties for wildfire suppression controlled burns and other forestry related jobs (firebreaks, firelanes, etc.) This is a total cost of \$2,356,000.00. Two (2) responses were received. MFC requested approval to award to the lowest and best bid that met the specifications. Mr. Phillips made a motion to approve this item contingent upon the issuance of a purchase order or an award letter by the agency. Mr. Snowden seconded and the motion carried.

PUBLIC PROCUREMENT REVIEW BOARD

Regular Meeting

Wednesday, May 04, 2016

Page 3

4. Mississippi Forestry Commission (MFC) solicited bids for the purchase of 14 Extended Cab Tandem Wheeled Trucks with Beds (these trucks are replacements for current inventory). Six (6) responses were received. MFC requested approval to award to the lowest and best bid that met the specifications. These trucks will be used to haul dozers to be used in wildfire suppression, firelanes, firebreaks, controlled burns, etc. The cost for each truck is \$102,840 for a total cost of \$1,439,760.00. The Bureau of Fleet Management has reviewed this purchase and approves the purchase. MFC requested approval to award to Empire Truck Sales, LLC, in the amount of \$1,439,760.00, from 5/4/2016 to 6/30/2017, the lowest and best bid that met the specifications. Mr. Phillips made a motion to approve this item contingent upon the issuance of a purchase order or an award letter by the agency. Mr. Snowden seconded and the motion carried.

5. North Mississippi Regional Center (NMRC) submitted a request to increase expenditure authority on an open purchase order to purchase pharmaceuticals from the MMCAP cooperative contract. The original purchase order was issued in January 2016 for \$499,900.00. NMRC requested to increase the amount by \$300,100 for a total of \$800,000.00. The spend to date is \$499,839.20. This increase is being requested to allow NMRC to complete the current fiscal year. Mr. Phillips made a motion to approve this item contingent upon the issuance of a purchase order or an award letter by the agency. Mr. Snowden seconded and the motion carried.

6. Mississippi State University (MSU) solicited bids for miscellaneous children's items to include children's manipulative items, books, puzzles, toys, storage bins, furniture, and etc. Five (5) responses were received with three (3) being declared non-responsive. MSU evaluated the two (2) remaining responses and selected the vendors with the highest evaluation score and the lowest price whose response was in compliance with the proposal criteria. All items will be awarded as a complete package, based on the lowest price and best services that meets or exceeds the specifications. MSU requested approval to make multiple awards to Kaplan Early Learning Company, in the amount of \$450,000.00 and U.S. Toy Company, Inc., dba Constructive Playthings, in the amount of \$250,000.00, from 05/04/2016 to 04/25/2017. Mr. Phillips made a motion to approve this item contingent upon the issuance of a purchase order or an award letter by the agency. Mr. Snowden seconded and the motion carried.

7. University of Mississippi (UM) solicited bids for sports production equipment. Two (2) responses were received. UM requested a one-time purchase of sports production camera equipment for the Athletics Department. This equipment will be utilized by the Athletics Department to produce a television show called "The Season". This show is televised following each football game and several times for basketball, baseball, softball, soccer, tennis, golf, etc., seasons. The Department also produces special documentary shows for things such as follow-ups on former Ole Miss Athletes who are now professional players. UM requested approval to award to Universal Media Services, Inc., in the amount of \$1,052,071.00, from 05/04/2016 to 04/19/2017, the lowest and best bid that met the specifications. Mr. Phillips made a motion to ratify this item contingent upon the issuance of a purchase order or an award letter by the agency. Mr. Snowden seconded and the motion carried.

PUBLIC PROCUREMENT REVIEW BOARD

Regular Meeting

Wednesday, May 04, 2016

Page 4

8. University of Mississippi Medical Center (UMMC) requested approval to enter into a rental agreement with RJ Young (dealer) for copiers and multifunctional devices. This was approved by IHL on January 21, 2016. The request was approved by ITS on 10/12/2015. RJ Young was selected based on its status as an authorized dealer/distributor for State contract vendor Canon USA, Inc. The Mississippi Department of Information Technology Services (ITS) is drafting a Request for Proposals (RFP) on UMMC's behalf for multifunctional devices and copier needs. This is a two year rental/lease submitted as a temporary solution until ITS completes the RFP and UMMC enters into a new contract for leased multifunctional devices. The contract is with RJ Young Company (Canon USA, Inc.), in the amount of \$600,000.00, from 05/04/2016 to 02/03/2018. Mr. Phillips made a motion to approve this item contingent upon the issuance of a purchase order or an award letter by the agency. Mr. Snowden seconded and the motion carried.
9. The University of Mississippi Medical Center (UMMC) requested ratification from PPRB of a trade-in of 31 hospital beds (at a discount of \$8,458.56) for the purchase of fifty-one (51) hospital beds with purchase agreement with Stryker Sales Corporation, in the amount of \$1,467,513.06, from 05/04/2016 to 04/04/2017. Stryker Sales Corporation is an approved vendor under UMMC's Novation GPO Contract. Mr. Phillips made a motion to ratify this GPO purchase with trade-in by the agency. Mr. Snowden seconded and the motion carried.
10. The University of Mississippi Medical Center (UMMC) requested ratification from PPRB of a purchase agreement with Philips Healthcare for the provision of a patient monitoring system, in the amount of \$1,080,544.92, from 05/04/2016 to 04/04/2017. Philips Healthcare is an approved vendor under UMMC's MedAssets GPO Contract. Mr. Phillips made a motion to ratify this GPO purchase by the agency. Mr. Snowden seconded and the motion carried.
11. The University of MS Medical Center (UMMC) requested approval for year two (2) of a five (5) year reagent rental sole source contract with Hologic Inc. (to be approved a year at a time). This agreement will allow the Cytopathology Department of UMMC to purchase ThinPrep Papanicolaou anatomic preparation (pap) reagents including pap test kits & annual commitments (\$1,199,743.40), imager usage fees (\$718,162.25), Noncommitted Supplies (\$329,724.05) and shipping fees (\$28,872.00). ThinPrep pap test is the only test approved by the FDA for HPV, Chlamydia and Gonorrhea "out of vial" testing. Other companies' systems are not FDA approved for all three "out of vial" tests; specifically, no other company has received FDA approval for HPV testing. At the end of each year, UMMC will recertify that this is still considered a sole source procurement (i.e., only supplier with test approved by the FDA) and resubmit each year for approval. The P-1 number 8800003450 was the first P-1 associated with this sole source procurement and was previously approved by the Board on February 3, 2015 for \$2,276,511.70. Since this P-1 expired, UMMC is submitting a new P-1 for year two. IHL approved the procurement on November 20, 2014. The current amount remaining is \$1,677,231.70. At this time, the Board is being asked to approve this purchase through May 3, 2017. Mr. Phillips made a motion to approve this item contingent upon the issuance of a purchase order or an award letter by the agency. Mr. Snowden seconded and the motion carried.

PUBLIC PROCUREMENT REVIEW BOARD

Regular Meeting

Wednesday, May 04, 2016

Page 5

BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT (BOB)

Leases

Mr. Adams presented the following:

The Board reviewed (a) Leases With No Increase in Cost or Space. Mr. Snowden made the motion to approve (a) as recommended by the Division of Real Property Management, contingent upon fully executed leases. Mr. Phillips seconded, and the motion carried.

The Board reviewed (b) New Leases. Mr. Snowden made the motion to approve (b) as recommended by the Division of Real Property Management, contingent upon fully executed leases. Mr. Phillips seconded, and the motion carried.

The Board reviewed (c) Land Leases. Mr. Snowden made the motion to acknowledge the Emergency Lease submitted by the MDOT and to approve (c) as recommended by the Division of Real Property Management, contingent upon fully executed leases. Mr. Phillips seconded, and the motion carried.

The Board reviewed (d) Other. Mr. Snowden made the motion to approve (d) as recommended by the Division of Real Property Management, contingent upon fully executed leases. Mr. Phillips seconded, and the motion carried.

Construction

Mr. Kornbrek presented the following:

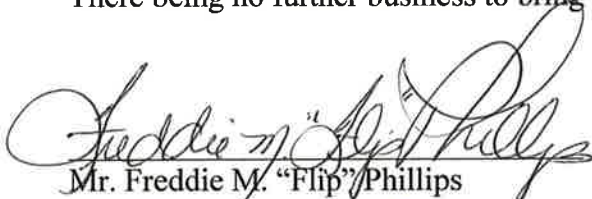
The Bureau of Building, Grounds and Real Property Management requested approval, ratification, and/or concurrence of the following Professional Appointments:


- GS# 106-285 Academic Skills T1, Mississippi Valley State University, Itta Bena, Mississippi, to be awarded to ArchitectureSouth, P.A., Tupelo, Mississippi

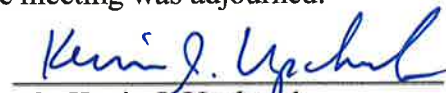
Mr. Snowden made a motion to approve. Mr. Phillips seconded and the motion carried.

A report of the Construction, F&E, and ITS Awards for the record. The Board acknowledged the report.

There being no further business to bring before the Board, the meeting was adjourned.


Mr. Freddie M. "Flip" Phillips


Mr. Charles R. Snowden


Mr. Kevin J. Upchurch



STATE OF MISSISSIPPI
GOVERNOR PHIL BRYANT

DEPARTMENT OF FINANCE AND ADMINISTRATION

KEVIN J. UPCHURCH
EXECUTIVE DIRECTOR

NOTICE

A Regular Meeting of the

PUBLIC PROCUREMENT REVIEW BOARD

will be held Wednesday, May 04, 2016, 2:00 p.m. in the
13th floor Conference Room
Woolfolk State Office Building

AGENDA

PUBLIC PROCUREMENT REVIEW BOARD

Regular Meeting

2:00 p.m.

WEDNESDAY, MAY 04, 2016

I. MINUTES

Request to approve the following minutes from the previous months:

- Regular Meeting, Wednesday, April 06, 2016
- Special Meeting, Friday, April 15, 2016

II. OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT (OPTFM)

Ms. Regina Irvin, Staff Officer for the Office of Purchasing, Travel and Fleet Management, presents the following:

- 1 contracts for the Mississippi Valley State University (MVSU)
- 1 contract for the Mississippi Department of Corrections (MDOC)
- 2 contract for the Mississippi Forestry Commission (MFC)
- 1 contract for the North Mississippi Regional Center (NMRC)
- 1 contracts for the Mississippi State University (MSU)
- 1 contracts for the University of Mississippi (UM)
- 4 contracts for the University of Mississippi Medical Center (UMMC)

III. BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT (BOB)

Mr. Kent Adams, Director of Real Property Management presents the following:

- Leases with no Increase in Cost or Space (a)
- New Leases (b)
- Land (c)
- Other (d)

Mr. Glenn Kornbrek, Director of the Bureau of Building, Grounds and Real Property Management presents the following:

- Professional Appointment on GS#106-258 Academic Skills TI, Mississippi Valley State University, Itta Bena, Mississippi
- Report of Construction, F&E and ITS Awards

IV. NEXT MEETING DATE

Regular Meeting, Wednesday, June 01, 2016

**OFFICE OF PURCHASING AND TRAVEL
PUBLIC PROCUREMENT REVIEW BOARD
MEETING AGENDA
May 4, 2016**

- 1. REQUESTING AGENCY:** Mississippi Valley State University (MVSU)
SUPPLIER: Alliance Bus Group and Rogers Dabbs Chevrolet, Inc.
MAGIC NUMBER: 8200022706 and Master Lease Program
AMOUNT OF CONTRACT: \$365,940 and \$41,564.00 (a total of \$407,504.00)
TERM OF CONTRACT: Five years (05/04/2016-06/30/2021)
SCOPE OF CONTRACT: Two (2) Passenger Buses and Two (2) Police Vehicles
PURCHASE METHOD: Bid Solicitation and Master Lease Program
COMMENTS: MVSU has submitted a request to use Master Lease Financing to purchase two (2) 40 passenger buses and two (2) police vehicles with alternate flashings and headlamp flashers. MVSU solicited bids for the passenger buses. Two responses were received, MVSU accepted the lowest bid, awarding the contract to Alliance Bus Group. The P-1 was approved by the Office of Purchasing and Travel. The two police vehicles are being purchased from state contract with two sets of additional flashing lights. MVSU is requesting the Board's approval to use the Master Lease Purchase Program to finance the acquisition of the two (2) passenger buses and two (2) police vehicles.
COMPLIANCE WITH PROCEDURES (YES, NO): Yes
ADDITIONAL COMMENTS IF NEEDED: Based on the information submitted by the Agency, we ask for the Board's approval contingent upon the issuance of a purchase order or an award letter by the Agency.
- 2. REQUESTING AGENCY:** Mississippi Department of Corrections (MDOC)
SUPPLIER: Canon USA, Inc.
MAGIC NUMBER: 8200023183
AMOUNT OF CONTRACT: \$2,418,000.00
TERM OF CONTRACT: Three (3) Years (05/04/2016 – 02/03/2019)
SCOPE OF CONTRACT: State Contract Copiers
PURCHASE METHOD: Competitive Purchasing Agreement (State contract)
COMMENTS: MDOC has submitted a P-1 requesting retroactive approval to enter into a rental agreement with Canon USA to lease 412 copiers/multi—function devices for the Central Office Complex, off-site canteens, Community Corrections and pre-release centers, Central Mississippi Corrections Facility, Mississippi State Penitentiary and South Mississippi Correctional Institution. MDOC submitted the procurement to the Mississippi Department of Information Technology Services (ITS) as required, and the procurement was approved by the ITS Board on October 16, 2015. MDOC submitted Requests for Information (RFI) to all the dealers listed on the state copier contract. Ten (10) (four (4) manufacturers and six (6) vendors) responded to the RFI and participated in oral presentations. Nine (9) of the ten (10) manufacturers and vendors submitted a response to the Requests for Quotes (RFQ). One (1) vendor declined to submit a quote. A team of five (5) MDOC staff evaluated the proposals based on a three (3) step process with a maximum score of 50 points for Evaluation of Cost and a maximum overall score of 165. The top three (3) vendors scoring the highest in the cost matrix were further evaluated based on their ability to support the account through providing reliable equipment, qualified and ample project technical staff, ability to provide support services

statewide, account management, ability to implement solutions to drive down cost over the next three years and customer references. MDOC awarded the contract to the vendor that best met the agency's needs with the highest score based on a combination of price, experience, and quality of equipment and service. MDOC is requesting the Board's retroactive approval to award the contract to the vendor with the highest score that met the RFI criteria.

COMPLIANCE WITH PROCEDURES (YES, NO): No, the MDOC procurement analyst and the project director were not aware that approval was required by the Public Procurement Review Board (PPRB) and failed to submit it to the Board for approval. (See the attached letter from the MDOC Commissioner.)

ADDITIONAL COMMENTS IF NEEDED: Based on the information submitted by the Agency, we ask for the Board's retroactive approval contingent upon the issuance of a purchase order or an award letter by the Agency.

3. **REQUESTING AGENCY:** Mississippi Forestry Commission (MFC)

SUPPLIER: Stribling Equipment

MAGIC NUMBER: 8200024941

AMOUNT OF CONTRACT: \$2,356,000.00

TERM OF CONTRACT: One (1) Year (05/04/2016 - 04/04/2017)

SCOPE OF CONTRACT: Environmental Cab Crawler Tractors (Bulldozers)

PURCHASE METHOD: Competitive Bid

COMMENTS: MFC solicited bids for the purchase of thirteen (13) one hundred and four horsepower (104 HP) Low Ground Pressure (LGP) class bulldozers with a hydraulically driven winch mounted on the blade (at a cost of \$169,000.00 each) and one (1) one hundred and four horsepower (104 HP) Low Ground Pressure (LGP) class bulldozer with a rear mounted winch with no plow (at a cost of \$159,000.00) to be used in multiple counties for wildfire suppression controlled burns and other forestry related jobs (firebreaks, firelanes, etc.) This is a total cost of \$2,356,000.00. Two (2) responses were received. MFC is requesting approval to award to the lowest and best bid that met the specifications.

COMPLIANCE WITH PROCEDURES (YES, NO): Yes

ADDITIONAL COMMENTS IF NEEDED: Based on the information submitted by the Agency, we ask for the Board's approval contingent upon the issuance of a purchase order or an award letter by the agency.

4. **REQUESTING AGENCY:** Mississippi Forestry Commission (MFC)

SUPPLIER: Empire Truck Sales, LLC

MAGIC NUMBER: 8200024993

AMOUNT OF CONTRACT: \$1,439,760.00

TERM OF CONTRACT: One (1) year (05/04/2016 – 06/30/2017)

SCOPE OF CONTRACT: Extended Cab Tandem Wheeled Trucks with Beds

PURCHASE METHOD: Competitive Bid

COMMENTS: MFC solicited bids for the purchase of 14 Extended Cab Tandem Wheeled Trucks with Beds. Six (6) responses were received. MFC is requesting approval to award to the lowest and best bid that met the specifications. These trucks will be used to haul dozers to be used in wildfire suppression, firelanes, firebreaks, controlled burns, etc. The cost for each truck is \$102,840 for a total cost of \$1,439,760.00 The Bureau of Fleet Management has reviewed this purchase and approves the purchase. MFC is requesting approval to award to the lowest and best bid that met the specifications.

COMPLIANCE WITH PROCEDURES (YES, NO): Yes

ADDITIONAL COMMENTS IF NEEDED: Based on the information submitted by the Agency, we ask for the Board's approval contingent upon the issuance of a purchase order or an award letter by the Agency.

5. **REQUESTING AGENCY:** North Mississippi Regional Center (NMRC)

SUPPLIER: Morris & Dickson Company, LLC

MAGIC NUMBER: 4000130097

AMOUNT OF CONTRACT: \$800,000.00

TERM OF CONTRACT: Six Months (01/01/2016 - 06/30/2016)

SCOPE OF CONTRACT: Request for PPRB approval of Open Purchase order for pharmaceuticals.

PURCHASE METHOD: Open Purchase Order (Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP)) Cooperative Contract # 8200015378)

COMMENTS: NMRC has submitted a request to increase expenditure authority on an open purchase order to purchase pharmaceuticals from the MMCAP cooperative contract. The original purchase order was issued in January 2016 for \$499,900.00. NMRC is requesting to increase the amount by \$300,100 for a total of \$800,000.00. The spend to date is \$499,839.20. This increase is being requested to allow NMRC to complete the current fiscal year.

COMPLIANCE WITH PROCEDURES (YES, NO): Yes

ADDITIONAL COMMENTS IF NEEDED: Based on the information submitted by the Agency, we ask for the Board's approval contingent upon the issuance of a purchase order or an award letter by the Agency.

6. **REQUESTING AGENCY:** Mississippi State University (MSU)

SUPPLIER: Kaplan Early Learning Company and U.S. Toy Company, Inc., dba Constructive Playthings

MAGIC NUMBER: 8200025070 and 8200025071

AMOUNT OF CONTRACT: \$450,000.00 and \$250,000.00 (total of \$700,000.00)

TERM OF CONTRACT: One (1) Year (05/04/2016 - 04/25/2017)

SCOPE OF CONTRACT: Miscellaneous Children's Items

PURCHASE METHOD: Competitive Bid

COMMENTS: MSU solicited bids for miscellaneous children's items to include children's manipulative items, books, puzzles, toys, storage bins, furniture, and etc. Five (5) responses were received with three (3) being declared non-responsive. MSU evaluated the two (2) remaining responses and selected the vendors with the highest evaluation score and the lowest price whose response was in compliance with the proposal criteria. All items will be awarded as a complete package, based on the lowest price and best services that meets or exceeds the specifications. MSU is requesting approval to make multiple awards to the lowest and best bids that met specifications.

COMPLIANCE WITH PROCEDURES (YES, NO): Yes

ADDITIONAL COMMENTS IF NEEDED: Based on the information submitted by the Agency, we ask for the Board's approval contingent upon the issuance of a purchase order or an award letter by the Agency.

7. **REQUESTING AGENCY:** University of Mississippi (UM)
SUPPLIER: Universal Media Services, Inc.
MAGIC NUMBER: 8200025012
AMOUNT OF Purchases: \$1,052,071.00
TERM OF CONTRACT: One (1) year (05/04/2016 - 04/19/2017)
SCOPE OF CONTRACT: Agency Contract for Sports Production Camera Equipment
PURCHASE METHOD: Competitive Bid
COMMENTS: UM solicited bids for sports production equipment. Two (2) responses were received UM is requesting a one-time purchase of sports production camera equipment for the Athletics Department. This equipment will be utilized by the Athletics Department to produce a television show called "The Season". This show is televised following each football game and several times for basketball, baseball, softball, soccer, tennis, golf, etc., seasons. The Department also produces special documentary shows for things such as follow-ups on former Ole Miss Athletes who are now professional players. UM is requesting approval to award to the lowest and best bid that met the specifications.
COMPLIANCE WITH PROCEDURES (YES, NO): Yes
If no, explanation:
ADDITIONAL COMMENTS IF NEEDED: Based on the information submitted by the Agency, we ask for the Board's approval contingent upon the issuance of a purchase order or an award letter by the Agency.
8. **REQUESTING AGENCY:** University of Mississippi Medical Center (UMMC)
SUPPLIER: RJ Young Company (Canon USA, Inc.)
MAGIC NUMBER: 8200023195
AMOUNT OF CONTRACT: \$600,000.00
TERM OF CONTRACT: Two (2) Years (05/04/2016 – 02/03/2018)
SCOPE OF CONTRACT: State Contract Copiers
PURCHASE METHOD: Competitive Purchasing Agreement (State contract)
COMMENTS: UMMC has submitted a P-1 requesting approval to enter into a rental agreement with RJ Young (dealer) for copiers and multifunctional devices. This was approved by IHL on January 21, 2016. The request was approved by ITS on 10/12/2015. RJ Young was selected based on its status as an authorized dealer/distributor for State contract vendor Canon USA, Inc. The Mississippi Department of Information Technology Services (ITS) is drafting a Request for Proposals (RFP) on UMMC's behalf for multifunctional devices and copier needs. This is a two year rental/lease submitted as a temporary solution until ITS completes the RFP and UMMC enters into a new contract for leased multifunctional devices.
COMPLIANCE WITH PROCEDURES (YES, NO): Yes
ADDITIONAL COMMENTS IF NEEDED: Based on the information submitted by the Agency, we ask for the Board's approval contingent upon the issuance of a purchase order or an award letter by the Agency.
9. **REQUESTING AGENCY:** University of Mississippi Medical Center (UMMC)
SUPPLIER: Stryker Sales Corporation
MAGIC NUMBER: 8200024737
AMOUNT OF CONTRACT: \$1,467,513.06
TERM OF CONTRACT: One (1) Year (05/04/2016 - 04/04/2017)

SCOPE OF CONTRACT: Request for ratification of a trade-in with purchase agreement with Stryker Sales Corporation for the provision of fifty-one (51) hospital beds.

PURCHASE METHOD: Novation GPO Contract # CE0174

COMMENTS: UMMC has submitted a P-1 requesting ratification from PPRB of a trade-in of 31 hospital beds (at a discount of \$8,458.56) for the purchase of fifty-one (51) hospital beds with purchase agreement with Stryker Sales Corporation. Stryker Sales Corporation is an approved vendor under UMMC's Novation GPO Contract.

COMPLIANCE WITH PROCEDURES (YES, NO): Yes

ADDITIONAL COMMENTS IF NEEDED: Based on the information submitted by the Agency, we ask for the Board's ratification of this GPO purchase with trade-in.

10. **REQUESTING AGENCY:** University of Mississippi Medical Center (UMMC)

SUPPLIER: Philips Healthcare

MAGIC NUMBER: 8200024739

AMOUNT OF CONTRACT: \$1,080,544.92

TERM OF CONTRACT: One (1) Year (05/04/2016 – 04/04/2017)

SCOPE OF CONTRACT: Request for ratification of a purchase agreement with Philips Healthcare for the provision of a patient monitoring system.

PURCHASE METHOD: MedAssets Contract # MS03483

COMMENTS: UMMC has submitted a P-1 requesting ratification from PPRB of a purchase agreement with Philips Healthcare for the provision of a patient monitoring system. Philips Healthcare is an approved vendor under UMMC's MedAssets GPO Contract.

COMPLIANCE WITH PROCEDURES (YES, NO): Yes

ADDITIONAL COMMENTS IF NEEDED: Based on the information submitted by the Agency, we ask for the Board's ratification of this GPO purchase.

11. **REQUESTING AGENCY:** University of MS Medical Center (UMMC)

SUPPLIER: Hologic, Inc.

MAGIC NUMBER: 8200024737

AMOUNT OF CONTRACT: \$1,677,231.70

TERM OF CONTRACT: One (1) year (05/04/2016 - 05/03/2017)

SCOPE OF CONTRACT: Agency Contract for Reagent Agreement for Pap Testing

PURCHASE METHOD (PROPOSAL, SOLE SOURCE): Agency sole source contract

CONTRACT NUMBER: 8800005017

COMMENTS: UMMC is requesting approval for year two (2) of a five (5) year reagent rental sole source contract with Hologic Inc. (to be approved a year at a time). This agreement will allow the Cytopathology Department of UMMC to purchase ThinPrep Papanicolaou anatomic preparation (pap) reagents including pap test kits & annual commitments (\$1,199,743.40), imager usage fees (\$718,162.25), Noncommitted Supplies (\$329,724.05) and shipping fees (\$28,872.00). ThinPrep pap test is the only test approved by the FDA for HPV, Chlamydia and Gonorrhea "out of vial" testing. Other companies' systems are not FDA approved for all three "out of vial" tests; specifically, no other company has received FDA approval for HPV testing. At the end of each year, UMMC will recertify that this is still considered a sole source procurement (i.e., only supplier with test approved by the FDA) and resubmit each year for approval. The P-1 number 8800003450 was the first P-1 associated with this sole source procurement and was

previously approved by the Board on February 3, 2015 for \$2,276,511.70. Since this P-1 expired, UMMC is submitting a new P-1 for year two. IHL approved the procurement on November 20, 2014. The current amount remaining is \$1,677,231.70. At this time, the Board is being asked to approve this purchase through May 3, 2017.

COMPLIANCE WITH PROCEDURES (YES, NO): Yes

ADDITIONAL COMMENTS IF NEEDED: Based on the information submitted by the Agency, we ask for the Board's approval contingent upon the issuance of a purchase order or an award letter by the Agency.



STATE OF MISSISSIPPI
DEPARTMENT OF CORRECTIONS
MARSHALL FISHER
COMMISSIONER

April 28, 2016

Ms. Aubrey Leigh Goodwin
Director of Office of Purchasing, Travel and Fleet Management
701 Woolfolk Building, Suite A
501 North West Street
Jackson, Mississippi 39201

RE: Request for Retroactive Approval

Dear Ms. Goodwin:

The Mississippi Department of Corrections (MDOC) requests retroactive approval for the rental agreement between MDOC and R. J. Young for the leasing of Canon equipment available through the state contract.

This procurement was approved by the ITS Board October 2015. The assigned MDOC procurement analyst and the project director for this project were unaware that approval was also required by the Public Procurement Review Board (PPRB) and therefore, failed to submit it to PPRB. R. J. Young ordered equipment based on the ITS Board approval.

The begin date of the three-year agreement is established as February 3, 2016, the date the last item of the original equipment listed in the agreement was delivered and installed. The agreement has an end date set as February 2, 2019.

This procurement followed all procurement guidelines. Documentation substantiating the same has been submitted through the MAGIC portal. Your consideration for retroactive approval will be greatly appreciated.

Sincerely,

A handwritten signature in black ink that reads "Marshall Fisher".

Marshall Fisher
Commissioner

cc: Pelicia Hall, Chief of Staff
Rick McCarty, Deputy Commissioner of Administration & Finance

PUBLIC PROCUREMENT REVIEW BOARD

REGULAR MEETING

May 4, 2016

LEASES

850-000

The Division of Real Property Management requests concurrence and approval of the following:

(a) LEASES WITH NO INCREASE IN COST OR SPACE:

<u>Agency</u>	<u>Location</u>	<u>Eff. Date</u>	<u>Type* Space</u>	<u>Previous Sq. Ft.</u>	<u>Proposed Sq. Ft.</u>	<u>Previous** \$/Sq. Ft.</u>	<u>Proposed** \$/Sq. Ft.</u>	<u>Esc</u>	<u>%Fed Fund</u>	<u>\$/Year</u>	<u>Lease #</u>
Air	110 Hanger Dr.	07/01/2016	S	3,432	3,432	\$7.39	\$7.39	N	0%	\$25,356	055-251-17G 07298
Transport	Jackson	06/30/2017									
MSDH	304 Clinton-Raymond Raymond	06/01/2016 09/30/2020	WH	2,240	2,240	\$5.09	\$5.09+UJ	N	100%	\$11,400	390-252-20A 00805

The Department of Health requests for extensions through September 30, 2020, is the anticipated date that the WIC Warehouse System will terminate in the State of Mississippi. The Mississippi Department of Health is requesting to amend Section 20 of the standard Lease to include an Addendum addressing the ability to terminate the lease sooner, should the WIC funding be terminated prior to September 30, 2020. (All Health WIC requests herein are in accordance with recent leases submitted by Health.)

MDMR	10213 Lorraine Gulfport	05/18/2016 04/18/2017	S	150	150	\$12.80	\$12.80	N	0%	\$1,920	505-242-17A 07471
Medicaid	1742 McCollough Tupelo	09/01-2016 08/31/2026	O	8,000	8,000	\$16.73+UJ	\$16.73+UJ	N	50%	\$133,800	515-412-26A 01594
MDPS	589 N. Coley Rd. Tupelo	07/01/2016 06/30/2019	O	3,267	3,267	\$9.18+UJ	\$9.18+UJ	N	0%	\$30,000	670-412-19B 07249
MDRS	112 Woodville Natchez	06/01/2016 05/31/2017	O	5,200	5,200	\$9.20	\$9.20+UJ	N	80%	\$47,840	725-011-17A 01845
MSWCC	680 Monroe St. Jackson	07/01/2016 06/30/2019	O	5,056	5,056	\$13.50inc	\$13.50inc	N	0%	\$68,256	760-251-19A 01083
VAB	177 Pruitt Ln. Pearl	05/31/2016 04/30/2017	S	100	100	\$10.80	\$10.80	N	0%	\$1,080	857-612-17B 07197

(b) NEW LEASES

<u>Agency</u>	<u>Location</u>	<u>Eff. Date</u>	<u>Type* Space</u>	<u>Previous Sq. Ft.</u>	<u>Proposed Sq. Ft.</u>	<u>Previous** \$/Sq. Ft.</u>	<u>Proposed** \$/Sq. Ft.</u>	<u>Esc</u>	<u>%Fed Fund</u>	<u>\$/Year</u>	<u>Lease #</u>
DOC	221 S. Main Grenada	07/01/2016 06/30/2021	O	N/A	1,200	N/A	\$8.00+UJ	N	0%	\$9,600	170-221-21A 07493
ESS	909 Robinson St. Waynesboro	09/01/2016 08/31/2021	WS	N/A	6,000	N/A	\$4.00+UJ	N	0%	\$24,000	534-771-21A 07494
MDRS	823 Hwy 12 Starkville	05/05/2016 05/04/2021	O	N/A	1,250	N/A	\$14.40+UJ	N	80%	\$18,000	725-531-21A 07486
DOR	2631 McIngvale Hernando	08/01/2016 07/31/2019	O	N/A	3,469	N/A	\$18.00+UJ	N	0%	\$62,442	800-171-19A 04790
DOR	1935 McCullough Tupelo	08/01/2016 07/31/2019	O	N/A	3,501	N/A	\$12.51+UJ	N	0%	\$43,800	800-412-19A 07492
DOR	200 E. Washington Greenwood	08/01/2016 07/31-2019	O	N/A	3,500	N/A	\$12.00+J	N	0%	\$42,000	800-421-19A 07491

(c) Land

<u>Agency</u>	<u>Location</u>	<u>Eff. Date</u>	<u>Type* Space</u>	<u>Previous Sq. Ft.</u>	<u>Proposed Sq. Ft.</u>	<u>Previous** \$/Sq. Ft.</u>	<u>Proposed** \$/Sq. Ft.</u>	<u>%Fed Esc Fund</u>	<u>\$/Year</u>	<u>Lease #</u>
Air Transport	155 S. Hanger Jackson	07/01/2016 06/30/2017	LD	12,500	12,500	\$.25	\$.25	N 0	\$3,125	899-251-17J 00248

(d) Other

<u>Agency</u>	<u>Location</u>	<u>Eff. Date</u>	<u>Type* Space</u>	<u>Previous Sq. Ft.</u>	<u>Proposed Sq. Ft.</u>	<u>Previous** \$/Sq. Ft.</u>	<u>Proposed** \$/Sq. Ft.</u>	<u>%Fed Esc Fund</u>	<u>\$/Year</u>	<u>Lease #</u>
MMRS 21A	210 E. Capitol St. Jackson	07/01/2016 06/30/2021	O	42,130	42,130	\$13.78inc	\$13.78inc	N 0	\$580,551 rounded	325-251- 07305
MSPB 21A	210 E. Cap St. Jackson	06/01/2016 05/31/2021	O	26,021	26,021	\$13.04inc	\$13.04inc	N 0	\$339,314 rounded	650-251- 07476

Approval of SNDA in accordance with section 17 of each respective lease above.

Escalations: U=Utilities J=Janitorial I=Insurance T=Taxes R=Rent

* O = Office WH = Warehouse C = Clinic WS = Workshop H = Housing L = Library S = Storage LB = Lab LD = Land T = Training

** inc = Utilities and Janitorial Services are included in this amount

+UJ = Utilities and Janitorial Services are not included in this amount

+U = Utilities are not included in this amount

+J = Janitorial Services are not included in this amount

AGENDA

PUBLIC PROCUREMENT REVIEW BOARD

WEDNESDAY, MAY 4, 2016

The Bureau of Building, Grounds and Real Property Management requests approval, ratification, and/or concurrence with the following Professional appointment(s).

NOTE: Standard Operating Procedures established in April, 2004, require PPRB approval of fees in excess of \$250,000.00. The following Professional(s) were selected by short list and interview by the Using Agency by procedures similar to Bureau of Building, et al, procedures. (Fees may or may not be anticipated to be beyond \$250,000.00; however, the Bureau of Building, et al, has established an interoffice procedure to bring RFP/RFQ selections to PPRB for approval or ratification.)

GS#	106-258
Title:	Academic Skills TI
Institution/Agency:	Mississippi Valley State University
Location:	Itta Bena, Mississippi
Project Budget:	\$3,500,000.00
Funding Sources:	SB 2906, Laws of 2015
Professional Fee:	C+ (estimated fees: \$231,164.00)
Professional:	ArchitectureSouth, P.A., Tupelo, Mississippi

Project Scope: Planning and renovation of the interior of the Academic Skills Parlor. This two-story 42,904 square foot building recently received a partial renovation of its MEP infrastructure when facility served as the temporary Library during the renovation of the J.H. White Library. This tenant improvement phase will recapture this facility for offices, classrooms, and support spaces for the International Programs in addition to the English, Foreign Language, History and Journalism departments. All applicable codes, including ADA compliance will need to be addressed during the development process.

Commissioning: This project will involve total building commissioning, requiring the Professional to coordinate the work of this project with the Owner's Commissioning Authority Professional. Testing, Adjusting and Balancing (TAB) services will be retained by the Commissioning Agent. The commissioning process will begin at Schematic Design Phase. Professional will coordinate work with Commissioning Agent and the Testing, Adjusting and Balancing (TAB) service provider.

Data/Communications: Professional will coordinate work with Mississippi Department of Information Technology Services (ITS). ITS involvement will begin at Schematic Design Phase.

AGENDA

PUBLIC PROCUREMENT REVIEW BOARD

WEDNESDAY, MAY 04, 2016

Report of Construction Awards and F & E Awards

Under procedures approved by PPRB and submitted to the Secretary of State's Office, the DFA Executive Director has authorized, in a memorandum dated June 6, 2011, the following (effective 7-1-11 with new Bureau of Building Director and DFA Deputy Executive Director):

(a) Construction awards under \$3,000,000.00 to be signed by the Bureau of Building, Grounds and Real Property Management Director; awards between \$3,000,000.00 and \$5,000,000.00 to have an additional signature by Department of Finance and Administration Deputy Executive Director, Charles R. Snowden; and awards over \$5,000,000.00 to be approved by PPRB.

(b) F&E awards under \$1,000,000.00 to be signed by the Bureau of Building, Grounds and Real Property Management Director; F&E awards between \$1,000,000.00 and \$2,000,000.00 to have an additional signature by Department of Finance and Administration Deputy Executive Director, Charles R. Snowden; and F&E awards over \$2,000,000.00 to be approved by PPRB.

The Bureau of Building, Grounds and Real Property Management submits the following awards, for the record, which fall under \$5,000,000.00 for construction and under \$2,000,000.00 for F&E, contingent upon the execution of completed contracts. These awards are for April 1, 2016 through April 31, 2016.

Construction, F&E & ITS Award

See the attached BRICKS report

BoB-AD-080 PPRB Awards Report

Query Parameters:

Results matching ALL following condition(s):

Data Element: Condition Value

Bid and Quote Awards / Dir. Approval Date: between 2016-04-01 to 2016-04-30

Workflow / Workflow Status: equals Completed

Bid and Quote Awards / Status: equals Dir_Approved, SAF_Printed

Bid and Quote Awards / Amount: between 0 to 5000000

Workflow / Setup Name: contains GC

05/03/2016

Project Name	Institution/Agency Name	Contract Scope	Bid Clarification	Low Base Bid?	# Bids	# Quote	Award Number	CP-1 #	State Contract #	Company Name	Dir. Approval Date	Amount
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Bid Award- GC

114-022 Business and Health Building	University of Southern Mississippi - Gulf Park Campus	Construction through warranty phases of the new Business and Health Building located on the USM Gulf Park Campus, Long Beach, Mississippi.	Yes	6	0	GC001	GC001	J. W. Puckett & Company, Inc.	04/01/2016	\$4,798,800.00
210-063 Energy Conservation Measures	Mississippi Delta Community College	Mechanical upgrades and roofing replacement at Mississippi Delta Community College	Yes	6	0	GC001	GC001	Upchurch Plumbing, Inc.	04/22/2016	\$2,666,300.00
422-156 Energy Conservation Measures	Ellisville State School	Mechanical upgrades and replacements of equipment such as chillers, boilers, and air handling and condensing units located at various building sites.	Yes	3	0	GC001	GC001	South Central Heating & Plumbing Co., Inc.	04/22/2016	\$222,000.00
516-010 Hail Damage Repairs (EMER)	Mississippi Emergency Management Agency	Replacement of hail damaged metal roofs located on the campus of MEMA in Pearl, MS.	Yes	3	0	GC002	GC002	Mandalls, Inc.	04/28/2016	\$110,959.00
640-013 Museum Re-Roof	Natural Science Museum	Construction through warranty phases for the roof replacement on the Natural Science Museum.	No	5	0	GC001	GC001	Mandalls, Inc.	04/01/2016	\$334,462.00

Low bidder, M&S Roofing Co. Inc requested to be released from their bid due to error. Second low bidder was found 'non-responsive' for not providing the copy of the current Louisiana Bid Preference Law as part of

BoB-AD-080 PPRB Awards Report

Query Parameters:

Results matching ALL following condition(s):

Data Element: Condition Value

Bid and Quote Awards / Dir. Approval Date: between 2016-04-01 to 2016-04-30

Workflow / Workflow Status: equals Completed

Bid and Quote Awards / Status: equals Dir_Approved, SAF_Printed

Bid and Quote Awards / Amount: between 0 to 5000000

Workflow / Setup Name: contains GC

05/03/2016

Project Name	Institution/Agency Name	Contract Scope	Bid Clarification	Low Base Bid?	# Bids	# Quote	Award Number	CP-1 #	State Contract #	Company Name	Dir. Approval Date	Amount
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their proposal. Award is made to the third low bidder.

Bid Award- GC

Count: 5

Quote Award - GC

102-237 Caylor White Walters - Delta State University

Auditorium controls integration to existing building front end

Yes

1

OC001

Siemens Industry, Inc. (Buffalo Grove, Illinois through the office listed herein)

04/12/2016

\$4,646.40

350-022 Hail Damage

Office of Capital Facilities (Department of Finance and Administration)

Repairs to Old Capitol Roof.

Yes

3

OC001

Guaranteed Roofing Company, Inc.

04/15/2016

\$24,340.00

Quote Award - GC

Count: 2

Total:

8,181,507.40

BoB-AD-080 PPRB Awards Report

05/03/2016

Query Parameters:
 Results matching ALL following condition(s):
 Data Element: Condition Value
 Bid and Quote Awards / Dir. Approval Date: between 2016-04-01 to 2016-04-30
 Workflow / Workflow Status: equals Completed
 Bid and Quote Awards / Status: equals Dir_Approved,SAF_Printed
 Bid and Quote Awards / Amount: between 0 to 5000000
 Workflow / Setup Name: contains FE

Project Name	Institution/Agency Name	Contract Scope	Bid Clarification	Low Base Bid?	# Bids	# Quote	Award Number	CP-1 #	State Contract #	Company Name	Dir. Approval Date	Amount
Quote Award - FE												
103-278 School of Engineering - PH II	Jackson State University	Procurement, delivery and installation of systems furniture. State Contract Procurement # 8200018136 (Kimball).		Yes	1	1	FE002		8200018136	Barefield Workplace Solutions	04/22/2016	\$338,992.61
103-278 School of Engineering - PH II	Jackson State University	Procurement, delivery and installation of tables. State contract procurement # 8200018309 (Mayline).		Yes	1	1	FE006		8200018780	Business and Office Konnexions	04/22/2016	\$71,478.00
108-261 SCHOOL OF NURSING BUILDING	University of Southern Mississippi	Procurement, delivery and installation of seating for the USM School of Nursing. State Contract # 8200018596 (National Office Furniture).		Yes	1	1	FE011		8200018596	Office Innovations, Inc.	04/16/2016	\$8,429.85
108-261 SCHOOL OF NURSING BUILDING	University of Southern Mississippi	Procurement, delivery and installation of tables and seating for the School of Nursing (Asbury Hall) University of Southern Mississippi. State Contract # 8000018584- KI.		Yes	1	1	FE012		8200018584	Krueger International, Inc. (KI, Pallas Textiles)	04/16/2016	\$72,843.40
108-261 SCHOOL OF NURSING BUILDING	University of Southern Mississippi	Procurement, delivery and installation of tables. State Contract Procurement # 8200018665 (Darran)		Yes	1	1	FE014		8200018665	Anderson Retail Inc	04/19/2016	\$3,399.16
552-008 Misc. R & R - PH II	Mississippi Schools for the Blind and Deaf (Department of	Procurement, delivery and installation of miscellaneous		Yes	1	1	FE002		8200018584	Krueger International, Inc. (KI, Pallas Textiles)	04/16/2016	\$26,796.09

BoB-AD-080 PPRB Awards Report

05/03/2016

Query Parameters:

Results matching ALL following condition(s):

Data Element: Condition Value

Bid and Quote Awards / Dir. Approval Date: between 2016-04-01 to 2016-04-30

Workflow / Workflow Status: equals Completed

Bid and Quote Awards / Status: equals Dir_Approved, SAF_Printed

Bid and Quote Awards / Amount: between 0 to 5000000

Workflow / Setup Name: contains FE

Project Name	Institution/Agency Name	Contract Scope	Bid Clarification	Low Base Bid?	# Bids	# Quote	Award Number	CP-1 #	State Contract #	Company Name	Dir. Approval Date	Amount
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Education)

classroom furniture. State contract purchase #B200016584 (KI). Delivery and installation of the furniture to be completed by Innovative Business Source, Jackson Mississippi

Quote Award - FE

Count: 6

Total:

Count: 6

521,939.11

521,939.11

BoB-AD-080 PPRB Awards Report

05/03/2016

Query Parameters:
 Results matching ALL following condition(s):
 Data Element: Condition Value
 Bid and Quote Awards / Dir. Approval Date: between 2016-04-01 to 2016-04-30
 Workflow / Workflow Status: equals Completed
 Bid and Quote Awards / Status: equals Dir_Approved,SAF_Printed
 Bid and Quote Awards / Amount: between 0 to 5000000
 Workflow / Setup Name: contains ITS

Project Name	Institution/Agency Name	Contract Scope	Bid Clarification	Low Base Bid?	# Bids	# Quote	Award Number	CP-1 #	State Contract #	Company Name	Dir. Approval Date	Amount
Quote Award - ITS												
106-237 Harrison Renov.-Exp. PH I	Mississippi Valley State University	These switches will provide network connectivity in Harrison hall at Mississippi Valley State University. SC008 replaces SC005 to correct the vendor.			0	0	SC008	20160287		Pinnacle Networkx LLC	04/14/2016	\$23,794.54
106-237 Harrison Renov.-Exp. PH I	Mississippi Valley State University	Provide switches to provide network connectivity in Harrison Hall at MVSU.			0	0	SC009	20160288		Business Comm Distributors, Inc.	04/14/2016	\$33,898.10
527-014 Virtualization Project	Information Technology Services	Capax Discovery LLC has certified that they are the sole source provider for the NearPoint Migration licenses and services (IT Software and Professional Services). ITS issued a Sole Source Certification Number 2879 and received no objections/responses. ITS Board approval is not required.			0	0	SC051	20160372		Capax Discovery LLC	04/16/2016	\$84,600.00
Quote Award - ITS											142,292.64	
Count: 3											142,292.64	

Space Above Line For Official Use Only

Instrument prepared by for purposes of complying with Mississippi law: Butler Snow LLP Attn: Thomas P. Watson, Esq. MS Bar Number: 104483 1020 Highland Colony Parkway, Suite 1400 Ridgeland, Mississippi 39157 Telephone: (601) 948-5711	When recorded, return to: U.S. BANK NATIONAL ASSOCIATION Attention: Loan Administration 633 W. 5th St. 29th Floor Los Angeles, California 90071 Telephone: (213) 615-6627	Lender: U.S. Bank National Association Attn: Loan Administration 633 W. 5th Street, 29th Floor Los Angeles, California 90071 Telephone: (213) 615-6627
To the Chancery Clerk of Hinds County, Mississippi: The real property described herein is situated in part of 10-acre Lot 1 North and 9.4-acre Lot 2 North, according to the Henry C. Daniel official map of the City of Jackson 1875, First Judicial District of Hinds County, Mississippi.		

**SUBORDINATION, NONDISTURBANCE
AND ATTORNMENT AGREEMENT**

SUBORDINATION, NONDISTURBANCE
AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Subordination, Nondisturbance and Attornment Agreement ("Agreement") is entered into as of the _____ day of _____, 2016 by and among State of Mississippi Department of Finance and Administration ("Tenant"), Hertz Jackson One, LLC, a Delaware limited liability company ("Borrower") and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank").

Factual Background

A. Borrower owns certain real property in the County of Hinds, State of Mississippi, more particularly described in Exhibit "A" attached and made a part hereof by this reference. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Bank has made or agreed to make a loan to Borrower in the principal amount of \$19,000,000.00 (the "Loan") as provided in a loan agreement (the "Loan Agreement"). The Loan is or will be evidenced by a promissory note (the "Note") which is or will be secured by a deed of trust encumbering the Property (the "Deed of Trust") with an assignment of rents. The Loan Agreement, the Note, the Deed of Trust, this Agreement and all other documents and instruments identified in the Loan Agreement as "Loan Documents" shall be collectively referred to herein as the "Loan Documents."

C. Tenant and Borrower (as landlord) have entered into that certain lease described in Exhibit "B" attached hereto and made a part hereof by this reference (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").

D. It is a requirement of the Loan to Borrower that Tenant agree, among other things, to subordinate Tenant's rights under the Lease to the lien of the Loan

Documents and to attorn to Bank on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Bank agrees to a nondisturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

1. Subordination. The Loan Documents and all supplements, amendments, modifications, renewals, replacements and extensions of and to them shall unconditionally be and remain at all times a lien on the Property prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of Tenant under it. The Lease and leasehold estate, together with all rights and privileges of Tenant under that Lease, are hereby unconditionally made subordinate to the lien of the Loan Documents in favor of Bank, subject to the terms hereof. Tenant consents to Borrower and Bank entering into the Deed of Trust and the other Loan Documents. Tenant further declares, agrees and acknowledges that in making disbursements under the Loan Documents Bank has no obligation or duty to, nor has Bank represented that it will, see to the application of such proceeds by the person or persons to whom they are disbursed by Bank, and any application or use of such proceeds for purposes other than those provided for in the Loan Documents shall not defeat the subordination made in this Agreement, in whole or in part.

2. Definitions of "Transfer of the Property" and "Purchaser." As used herein, the term "**Transfer of the Property**" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "**Purchaser**," as used herein, means any transferee, including Bank, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Bank, of such transferee. Without limiting the foregoing, Bank shall have the right, in connection with (or prior to) any Transfer of the Property, to transfer its interests in the Loan to a separate legal entity, wholly owned by Bank or its affiliates (the "**Bank Subsidiary**"), in which event such Bank Subsidiary (and not Bank or any other affiliate of Bank other than the Bank Subsidiary) shall have all rights, remedies, obligations and liabilities of Bank under this Agreement.

3. Nondisturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the Premises unless at the time of foreclosure Tenant is in default under the Lease or this Agreement, and

Bank so notifies Tenant in writing at or prior to the time of the foreclosure sale that the Lease will be terminated by foreclosure because of such default. The nondisturbance herein granted is subject to Section 5 below and is conditioned upon, and shall be effective upon, the Tenant's attornment to the Bank (or other Purchaser) pursuant to Section 4 below. This nondisturbance applies to any option to extend or renew the Lease term which is set forth in the Lease as of the date of this Agreement.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Bank if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective following reasonable written notice to the Tenant and compliance with Sections 17, 20 and 21 of the Lease as in effect as of the date hereof.

5. Subordination of Options and Rights of First Refusal. The Loan Documents and all supplements, amendments, modifications, renewals, replacements and extensions of and to them shall unconditionally be and remain at all times a lien on the Property prior and superior to any existing or future right of Tenant, whether arising out of the Lease or otherwise, to exercise any option or right of first refusal to:

- (a) purchase the Premises or the Property or any interest or portion in or of either of them; or
- (b) expand into other space in the Improvements.

Tenant specifically agrees and acknowledges that upon any Transfer of the Property, any such purchase or expansion option or right of first refusal, whether now existing or in the future arising, shall terminate and be inapplicable to the Property notwithstanding the nondisturbance granted to Tenant in Section 3 above. If any option or right of first refusal to purchase is exercised prior to a Transfer of the Property, any title so acquired to all or any part of the Property shall be subject to the lien of the Loan Documents, which lien shall in no way be impaired by the exercise of such option or right of first refusal. Bank specifically reserves all of its rights to enforce any accelerating transfer, due on sale, due on encumbrance or similar provision in the Deed of Trust or any other Loan Document.

6. Notices of Default; Material Notices; Bank's Rights to Cure Default. Tenant shall send a copy of any notice of default or similar statement with

respect to the Lease to Bank at the same time such notice or statement is sent to Borrower. In the event of any act or omission by Borrower which would give Tenant the right to terminate the Lease or to claim a partial or total eviction, Tenant shall not exercise any such right or make any such claim until it has given Bank written notice of such act or omission and has given Bank the following applicable cure period to remedy such default: (i) with respect to monetary defaults, ten (10) additional days after the expiration of Landlord's cure period with respect to such monetary default; or (ii) with respect to nonmonetary defaults, thirty (30) additional days after the expiration of Landlord's cure period with respect to such nonmonetary default, provided that if Bank commences a cure of such nonmonetary default within the prescribed period, and thereafter diligently pursues such cure to completion, the cure period shall be extended to provide Bank sufficient time to complete such cure but in no case more than one hundred and twenty (120) days except for dangerous conditions, any condition affecting the reasonable habitability of the Premises, any condition jeopardizing insurance coverage for the Property, and instances of hazardous materials, chemical, or odor affecting the Premises. In instances of dangerous conditions, any condition affecting the reasonable habitability of the Premises, or any condition jeopardizing insurance coverage for the Property, such defect shall be cured as soon as reasonably possible after Bank's receipt of written notice of such condition. In instances of hazardous materials, chemical, or odor affecting the Premises, the cure period will not extend beyond the thirty (30) additional days. Acts taken by Bank to obtain possession of the Property shall be deemed acts taken to cure. Nothing in this Agreement, however, shall be construed as a promise or undertaking by Bank to cure any default of Borrower.

7. Limitation on Bank's Performance. Nothing in this Agreement shall be deemed or construed to be an agreement by Bank to perform any covenant of Borrower as landlord under the Lease unless the Bank purchases the property or otherwise acquires ownership of the Property. Tenant agrees that if Bank becomes Purchaser then, upon subsequent transfer of the Property by Bank to a new owner, Bank shall have no further liability under the Lease after said transfer with the understanding that those responsibilities shall be assumed by the new Purchaser/owner.

8. Limitation on Liability. No Purchaser who acquires title to the Property shall have any obligation or liability beyond its interest in the Property except those duties and liabilities which may arise under the terms of the Lease.

9. Tenant's Covenants. Tenant agrees that during the term of the Lease, without Bank's prior written consent, Tenant shall not:

(a) pay any rent or additional rent more than one month in advance to any landlord including Borrower; or

(b) cancel, terminate or surrender the Lease, except as prescribed by the Lease as in effect as of the date hereof, at the normal expiration of the Lease term or as provided in Section 6 above; or

(c) enter into any amendment, modification or other agreement relating to the Lease; or

(d) assign or sublet any portion of the Lease or the Premises, except as expressly permitted in the Lease.

10. Bank Not Obligated. Bank, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not (a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease including Borrower; or (b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease; or (c) be bound by any prepayment by Tenant of more than one month's installment of rent; or (d) be obligated for any security deposit not actually delivered to Purchaser; or (e) be bound by any modification or amendment of or to the Lease unless the amendment or modification shall have been approved in writing by Bank.

11. Tenant's Estoppel Certificate.

(a) True and Complete Lease. Tenant represents and warrants to Bank that Exhibit B accurately identifies the Lease and all amendments, supplements, side letters and other agreements and memoranda pertaining to the Lease, the leasehold and/or the Premises.

(b) Tenant's Option Rights. Tenant has no right or option of any nature whatsoever, whether arising out of the Lease or otherwise, to purchase the Premises or the Property, or any interest or portion in or of either of them, to expand into other space in the Improvements or to extend or renew the term of the Lease, except as described in the attached Exhibit C.

(c) No Default. As of the date of this Agreement, Tenant represents and warrants that to the best of Tenant's knowledge there exist no events of default or events that with notice or the passage of time or both would be events of default under the Lease on either the Tenant's part or the Borrower's, nor is there any right of offset against any of Tenant's obligations under the Lease, except as described in the attached

Exhibit D. Tenant represents and warrants that the Lease is in full force and effect as of the date of this Agreement.

12. Integration; Etc. This Agreement integrates all of the terms and conditions of the parties' agreement regarding the subordination of the Lease to the Loan Documents, attornment, nondisturbance and the other matters contained herein. If there is any conflict between the terms, conditions and provisions of this Agreement and those of any other agreement or instrument, including the Lease, the terms, conditions and provisions of this Agreement shall prevail as between Bank and Tenant. This Agreement may not be modified or amended except by a written agreement signed by the parties or their respective successors in interest. This Agreement may be executed in counterparts, each of which is an original but all of which shall constitute one and the same instrument.

13. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section. Service of any notice on any one Borrower shall be effective service on Borrower for all purposes.

To Bank: U.S. Bank National Association
633 W. Fifth Street, 29th Floor
Los Angeles, California 90071
Attention: Loan Administration

To Borrower: Hertz Jackson One, LLC
c/o Hertz Investment Group, LLC
1522 2nd Street
Santa Monica, California 90401
Attn: John Forbess, Esq.

To Tenant: _____

14. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of Mississippi without regard to

the choice of law rules of that State. This Agreement satisfies any condition or requirement in the Lease relating to the granting of a nondisturbance agreement by Bank. As used herein, the word "**include(s)**" means "include(s) without limitation," and the word "**including**" means "including but not limited to." Bank, at its sole discretion, may but shall not be obligated to record this Agreement.

NOTICE: THIS AGREEMENT CONTAINS A PROVISION WHICH
ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO
OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED
FOR PURPOSES OTHER THAN IMPROVEMENT OF THE
PROPERTY.

TENANT:

State of Mississippi Department of Finance
and Administration

a _____

By: _____

[Printed Name and Title]

By: _____

[Printed Name and Title]

BORROWER:
Hertz Jackson One
a Limited Liability Company

By: _____

[Printed Name and Title]

By: _____

[Printed Name and Title]

BANK:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: _____

[Printed Name and Title]

EXHIBIT A

PROPERTY DESCRIPTION

That certain real property located in the County of Hinds, State of Mississippi and more particularly described as follows:

Plaza Building Fee Tracts include Tract VIII and Tract IX, Leasehold Tracts include Tract X, Parcel A, B and C

TRACT VIII:

A certain lot or parcel of land fronting on the northern line of Capitol Street, being a part of 10-acre Lot 1, North, in the City of Jackson, according to the Henry C. Daniel official map of the City of Jackson, 1875, First Judicial District of Hinds County, Mississippi, and being more particularly described as follows:

Begin at a point on the northern line of Capitol Street a distance of 304.4 feet measured westerly along the northern line of Capitol Street from its intersection with the western line of West Street as both streets are now (November 25, 1971) laid out in the City of Jackson, Mississippi, (said point of beginning also being a distance of 197.02 feet measured easterly along the northern line of Capitol Street from its intersection with the eastern line of Lamar Street, as said streets are now (November 25, 1971) laid out in the City of Jackson), said point of beginning being marked by a brass screw set in concrete walk and being further described as being the southwestern corner of that certain lot or parcel of land conveyed by A.F. Daniel and Mrs. A.F. Daniel to Southern Building and Loan Association by deed dated June 1, 1928, and recorded in Deed Book 206 Page 604, in the office of the Hinds County Chancery Clerk at Jackson, Mississippi; and from said point of beginning run westerly along the northern line of Capitol Street for a distance of 98.4 feet to the southwestern corner of a certain 2-story brick building known as the H.L. Green Building, as the same existed November 25, 1971 (said point also being a distance of 98.62 feet measured easterly along the northern line of Capitol Street from its intersection with the said eastern line of Lamar Street); thence turn to the right through a deflection angle of 88 degrees 26 minutes 10 seconds and run northerly along the eastern line of that certain 5 foot strip of land conveyed by Al Fred Daniel and Mrs. Elizabeth Daniel Pierce to Deposit Guaranty Bank and Trust Co. by deed dated 9/12/55, and recorded in Deed Book 930 Page 206, in the office of said Chancery Clerk, for a distance of 106.77 feet to the northeastern corner thereof; thence turn to the left through a deflection angle of 88 degrees 26 minutes 10 seconds and run westerly and parallel with the northern line of Capitol Street for a distance of 10.0 feet to the northwestern corner of that certain 5-foot strip of land conveyed by R.M. Hederman et al to Deposit Guaranty Bank and Trust Co., by deed dated September 14, 1955, and recorded in Deed Book 930 Page 208, in the office of said Chancery Clerk; thence turn to the left through a deflection angle of 1 degree 39 minutes and run westerly along the northern face of the north brick wall of the existing Deposit Guaranty National Sank Building (measured on the roof of the 2-story brick Clarion-Ledger building as it existed November 25, 1971) for a distance of 15.64 feet; thence turn to the left through a deflection angle of 90 degrees 03 minutes and run southerly for a distance of 5.94 feet; thence turn to the right through a deflection angle of 90 degrees 04 minutes and run westerly along the northern face of the north brick wall of the said bank building (measured on the roof of said Clarion-Ledger building) for a distance of

29.29 feet; thence turn to the right through a deflection angle of 90 degrees 50 minutes and run northerly along the eastern face of a certain brick wall of said bank building (measured on the roof of said Clarion-Ledger building) for a distance of 8.47 feet to a point that is a distance of 108 feet measured northerly along a line parallel with the western face of the west wall of said bank building from the northern line of Capitol Street; thence turn to the left through a deflection angle of 89 degrees 12 minutes and run westerly and parallel with the northern line of Capitol Street for a distance of 41.92 feet to a point on the eastern line of Lamar Street, as said street is now laid out and occupied, said point being marked by a brass screw set in concrete walk (this point is further described as being a distance of 108.25 feet measured northerly along the western face of the western wall of the said Deposit Guaranty National Bank building from the southwest corner of said building and a distance of 1.16 feet measured easterly and parallel with the northern line of Capitol Street from the western line of said bank building); thence turn to the right through a deflection angle of 90 degrees 29 minutes and run northerly along the eastern line of Lamar Street, as said street is now (November 25, 1971) laid out and occupied, for a distance of 209.52 feet to its intersection with the southern line of Amite Street (said point being a distance of 500.5 feet measured westerly along the southern line of Amite Street from its intersection with the western line of West Street, as both streets are now (November 25, 1971) laid out); thence turn to the right through a deflection angle of 89 degrees 31 minutes 50 seconds and run easterly along the said southern line of Amite Street for a distance of 209.3 feet to a 1/2 inch iron rod marking the northwest corner of that certain lot or parcel of land conveyed by W.M. Mann to the First National Bank of Jackson by deed dated January 23, 1950, and recorded in Deed Book 630 Page 110, in the said office of the Hinds County Chancery Clerk (said point being further described as being a distance of 291.2 feet measured westerly along the southern line of Amite Street from its intersection with the west line of West Street); thence turn to the right through a deflection angle of 89 degrees 56 minutes 50 seconds and run southerly and parallel with the western line of West Street, measured along the western line of the said property of the First National Bank of Jackson, for a distance of 93.5 feet; thence turn to the left through a deflection angle of 90 degrees 09 minutes 50 seconds and run easterly for a distance of 3.2 feet; thence turn to the right through a deflection angle of 89 degrees 17 minutes and run southerly along the western line of that certain lot or parcel of land conveyed by the YWCA to the First National Bank of Jackson by deed dated March 6, 1950 and recorded in Deed Book 640 Page 115, in the said office of the Chancery Clerk, and along the southern prolongation of said line, for a distance of 113.98 feet to a point that is a distance of 110.0 feet northerly from the northern line of Capitol Street; thence turn to the right through a deflection angle of 90 degrees 55, minutes 10 seconds and run westerly and parallel with the northern line of Capitol Street, measured along the northern line of the aforesaid lot or parcel of land conveyed to the Southern Building and Loan Association by A.F. Daniel et ux, for a distance of 18.5 feet; thence turn to the left through a deflection angle of 90 degrees 14 minutes and run southerly, and along the western line of the said lot or parcel of land formerly owned by the Southern Building and Loan Association for a distance of 110.00 feet to the point of beginning on the northern line of Capitol Street; less and except that property described as Tract X in this Exhibit A, being a leasehold parcel.

TRACT IX

A certain parcel of Land situated in 10 acre Lot 2 North according to the Fitz Map, 1838, City of Jackson, Mississippi (also described as being a part of 9.40 acre Lot 2 North, and a part of Helm Street as shown on the Henry C. Daniel Map of the City of Jackson, 1875), in the First Judicial District of Hinds County, Mississippi; being more particularly described as follows:

Beginning at an iron rod on the north side of Amite Street a distance of 189.79 feet measured westerly along the north side of Amite Street from its intersection with the west line of North West Street, as

EXHIBIT A

both streets are now laid out and improved in the City of Jackson, Mississippi; and from said point of beginning run westerly along the north line of Amite Street a distance of 131.27 feet to an iron rod; then turn right through an angle of 90 degrees 16 minutes 50 seconds and run northerly a distance of 271.26 feet to a point marked on a concrete retaining wall; then turn right through an angle of 89 degrees 28 minutes 40 seconds and run easterly a distance of 319.48 feet to an iron rod on the west line of North West Street; then turn right through an angle of 90 degrees 11 minutes 20 seconds and run southerly a distance of 40 feet along the west line of North West Street to a certain point; then turn right through an angle of 89 degrees 48 minutes 40 seconds and run westerly a distance of 188.44 feet to a certain point; then turn left through an angle of 89 degrees 28 minutes 40 seconds and run southerly a distance of 231.81 feet to the point of beginning.

Together with all of Grantor's right title and interest in and to those certain elevated pedestrian crosswalks over Amite Street, as described in Book 2332 Page 482 and over Lamar Street, as described in Book 3384 Page 05, of the aforesaid records.

LEGAL DESCRIPTION OF LEASEHOLD PROPERTY

TRACT X

Leasehold estate in and to the following described property pursuant to that certain Lease Agreement between John W. Harding, Jr. (a/k/a J.W. Harding, Jr.) as Lessor and Deposit Guaranty National Bank as Lessee, a Memorandum of which is dated December 1, 1972 and filed for record in Book 2078 at Page 06, for a term commencing 12/1/72 and ending 7/30/2024, as amended by Lease Agreement between John W. Harding as Lessor to First American National Bank d/b/a Deposit Guaranty National Bank as Lessee, a Memorandum of which is dated February 24, 1999, and filed for record in Book 5071 at Page 602, containing option to renew, said property being more particularly described in three parcels as follows:

PARCEL A:

Beginning at a point on the North Line of Capitol Street which point is 304.15 feet measured Westerly along the North line of said Capitol Street from the intersection of said North line of Capitol Street with the West line of West Street, as both streets are now laid out and improved by the City of Jackson, and being the Southwest corner of the lot conveyed by A.F. Daniel to the Southern Building & Loan Association by deed recorded in Book 206, Page 604 of the records in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, and running thence in a westerly direction along the North line of Capitol Street 18 feet to a point, thence turn to the right through an angle of 89 degrees and 43 minutes and running Northerly and parallel with the Western boundary of said Building and Loan Association lot 100 feet to a point, thence running Easterly and parallel with the said North line of Capitol Street 18 feet to the said Western Boundary of said Building and Loan Association lot; and running thence Southerly along the western boundary of said Building and Loan Association lot 100 feet to the point of beginning, said lot being situated in Ten (10) Acre Lot No. 1, North in the City of Jackson.

PARCEL B:

That part of 10 Acre Lot No. 1, North in the City of Jackson, according to Daniel's Map of the City of Jackson made in the year 1875, which is particularly described by metes and bounds as follows:

EXHIBIT A

Commencing at a point where the north line of East Capitol Street intersects the West line of North West Street (as both streets are now laid out, paved and in use); and from said point run thence westerly and along the north line of East Capitol Street a distance of 322.15 feet to a point in the center of a certain 13-inch building wall; run thence northerly along the center line of said wall for a distance of 99.0 feet to a point; said point being on the south side of a certain building wall, and being the point of beginning of the property herein described and conveyed; thence from said point of beginning run easterly and along the south side of a certain building wall a distance of 18.55 feet to a point on the center of a brick building wall running northerly therefrom; thence run northerly and along the center line of said brick building wall a distance of 10.0 feet to a point on the south side of a certain building wall; thence run easterly along said south side of that building wall a distance of 17.45 feet to a point, said point being 0.5 feet east of an existing wall (wall removed) running north and south and said point being on the east line of the Daniel property; thence run northerly along said east line of the Daniel property a distance of 42.1 feet to a point, said point being 0.67 feet east of an existing building wall and on the north side of a building wall which abuts the south line of that certain property presently leased to and occupied by H.L. Green Company; thence run westerly along that southern boundary line of said property leased to and occupied by H.L. Green Company for a distance of 36.0 feet to a point; thence turn and run southerly in a straight line a distance of 51.22 feet to the point of beginning.

PARCEL C:

All right, title and interest of the Lessor in and to that certain alley abutting the East side of the North end of subject property, as that alley and rights thereto are defined by that certain agreement executed by First National Bank of Jackson, All Fred Daniel, et al, in Book 848, Page 190 in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, reference to which is hereby made in aid of and as a part of this description.

AND ALSO:

The non-exclusive interest of the insured in and to the following easements and covenants:

- (i) Declaration of Cross Easements recorded in Book 5149 at page 952;
- (ii) Agreement recorded in Book 520 at page 246;
- (iii) Rights reserved and created in that certain Warranty Deed recorded in Book 1978 at page 106;
- (iv) Rights reserved and created in that certain Quitclaim Deed recorded in Book 1978 at page 112;
- (v) Agreement recorded in Book 2332 at page 460;
- (vi) Mutual Easement Agreement recorded in Book 2332 at page 482;
- (vii) Mutual Easement Agreement recorded in Book 3384 at page 005;
- (viii) Agreement recorded in Book 848 at page 176.

EXHIBIT A

Together with the Easement in Air Space executed by the City of Jackson, Mississippi to Deposit Guaranty National Bank, dated January 13, 1976 and recorded in Book 2340, Page 107, aforesaid records. (For elevated walkway over Amite Street)

Together with the Easement in Air Space executed by the City of Jackson, Mississippi to Jackson Downtown Inn, Inc., dated January 13, 1976 and recorded in Book 2340, Page 35, aforesaid records. (Crosswalk and building overhang North side of Amite Street)

Together with the Easement in Air Space executed by Jackson Downtown Inn, Inc., to Deposit Guaranty National Bank, dated February 20, 1976 and recorded in Book 2346, Page 599. (For crosswalk and building overhang North side of Amite Street) (affects VIII)

EXHIBIT A

EXHIBIT B

**IDENTIFY LEASE AND LIST ALL AMENDMENTS,
SUPPLEMENTS, SIDE LETTERS AND OTHER AGREEMENTS
AND MEMORANDA PERTAINING TO LEASE, PREMISES OR PROPERTY**

Original Lease dated March 11, 2011

Commencement: June 11, 2011 Termination: May 31, 2016

Lease Extension Agreement effective July 1, 2016

EXHIBIT B

EXHIBIT C

**LIST OF PURCHASE, EXPANSION, FIRST REFUSAL,
EXTENSION AND RENEWAL OPTIONS**

Tenant may terminate lease if space is available in a State owned building, given a 120 days notice.

EXHIBIT D

LIST ANY EXISTING DEFAULTS OR OFFSETS UNDER LEASE

None

ACKNOWLEDGMENTS

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this ____ day of _____, _____, within my jurisdiction, the within named _____, who acknowledged that he/she is the _____ (Title) of _____ (Tenant), a _____, and that for and on behalf of the said professional association and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said professional association so to do.

Signature of Notary Public

My Commission Expires:

(Affix Notarial Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____