

PUBLIC PROCUREMENT REVIEW BOARD

SPECIAL MEETING

MONDAY, MAY 22, 2017

A special meeting of the Public Procurement Review Board (PPRB) was scheduled for 1:30 p.m. in the 13th floor Conference Room of the Woolfolk State Office Building located in Jackson, Mississippi.

PRESENT

Mrs. Laura D. Jackson, Chairman
Mr. Brian Pugh, 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
Mr. Glenn R. Kornbrek, Director of the Bureau of Building, Grounds and Real Property Management, DFA
Mr. Edward Wiggins, Jr., Special Assistant Attorney General, DFA
Ms. Romaine Richards, Special Assistant Attorney General, DFA
Ms. Melody Coulson, PPRB Recorder

GUESTS

Renee Brett, DMH
Cyndi Eubanks, DMH

The Chairman called the meeting to order.

OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT (OPTFM)

Mr. Cook presented the following:

1. Mississippi Department of Archives and History (MDAH) – Change Order to 1220 Exhibits, Inc., in the amount of \$6,353,501.82 for One (1) Year and Nine (9) Months (04/06/2016 – 12/31/2017) for the fabrication and installation of exhibits for Mississippi (MS) History Museum. Mr. Snowden made a motion to approve this change order contingent upon the issuance of a purchase order or an award letter by the Agency. Mr. Pugh seconded and the motion carried.
2. Mississippi State University (MSU) – Award to 1220 Exhibits, Inc., in the amount of \$555,148.00 for One (1) Year (05/22/2017 – 04/26/2018) for Six hundred and twenty (620) – Microwave/Refrigerator Combination units. Mr. Snowden made a motion to table this item for more information on why this size unit was requested and why they only received one bid. Mr. Pugh seconded and the motion carried.
3. Mississippi Forestry Commission (MFC) - Award to Tri-State Truck Center, Inc., in the amount of \$648,900.00 from 5/22/2017 - 6/30/2018 for Purchase of up to six (6) Tandem Trucks. Mr. Pugh made a motion to approve contingent upon the issuance of a purchase order or an award letter by the Agency to award this contract. Mr. Snowden seconded and the motion carried.

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4. Office of the State Auditor (OSA) - Award to The Southern Connection Police Supplies, in the amount of \$8,998.00 for One (1) Year (One (1) Time Purchase -05/02/2017-05/01/2018) for Firearm Trade in of \$7,920.00 with a Purchase \$8,998.00. Mr. Pugh made a motion to approve contingent upon the issuance of a purchase order or an award letter by the Agency to award this contract. Mr. Snowden seconded and the motion carried.

5. Mississippi Department of Transportation (MDOT) – Extension of Award to 3M Co., Patch Rubber Co., Flint Trading Inc., Ennis Paint, Swarco Industries, in the amount of \$15,000.00, 10,000.00, 637,500.00, 20,000.00, 15,000.00 Total (\$697,500.00) for one (1) year (07/01/2016-6/30/2018) for Pavement Marking Materials. Mr. Pugh made a motion to approve this extension contingent upon the issuance of a purchase order or an award letter by the Agency. Mr. Snowden seconded and the motion carried.

6. Mississippi Department of Transportation (MDOT) – Award to Blackledge Emulsions, Inc.; Ergon Asphalt & Emulsions, Inc.; Hunt Refining Company; Hunt-Southland Refining Company, in the amount of \$600,000.00, \$750,000.00, \$150,000.00, \$150,000.00 (a total of \$1,380,000.00) One (1) year (7/01/2017 – 06/30/2018) for Certified Bituminous Materials. Mr. Snowden made a motion to approve this extension contingent upon the issuance of a purchase order or an award letter by the Agency. Mr. Pugh seconded and the motion carried.

7. Mississippi Department of Transportation (MDOT) – Award to Hall Manufacturing INC, in the amount of \$600,000.00 for Twelve (12) Months (07/01/2017-6/30/2018 with the option to extend the contract for up to twelve (12) months. The total contract term, inclusive of extensions shall not exceed sixty (60) months for Negotiated Bush-Wacker Mower Parts Contract. Mr. Snowden made a motion to approve contingent upon the issuance of a purchase order or an award letter by the Agency. Mr. Pugh seconded and the motion carried.

8. Delta State University (DSU) – Award to Varsity Brand Holding Co., Inc., in the amount of \$750,000.00 for Five (5) Years (05/22/2017 – 05/21/2022) for Negotiated Contract for the purchase of Athletic Apparel Mr. Pugh made a motion to approve contingent upon the issuance of a purchase order or an award letter by the Agency. Mr. Snowden seconded and the motion carried.

9. University of Mississippi Medical Center (UMMC) – Ratification of Award to Boston Scientific Corporation, in the amount of \$3,000,000.00 for Two (2) Years (06/01/2017 – 05/31/2019) for Interventional Cardiology Agreement with Boston Scientific Corporation (Boston Scientific) to purchase various consumable commodities and equipment for the use during interventional cardiovascular procedures. The commodities and equipment include drug-eluting stents, catheters, and guidewires. Mr. Pugh made a motion to ratify this award. Mr. Snowden seconded and the motion carried.

10. Mississippi Department of Transportation (MDOT) – Extension of Award to Sentinel Offender Series, LLC, in the amount of \$5,748,028.07 from 07/01/2014 – 08/31/2017 for Lease of Electronic Monitoring Equipment for Offenders. Mr. Snowden made a motion to approve this extension contingent upon the issuance of a purchase order or an award letter by the Agency. Mr. Pugh seconded and the motion carried.

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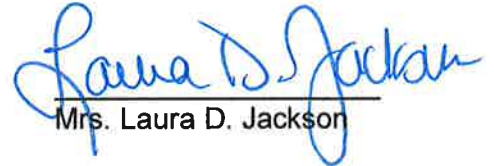
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BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT (BOB)

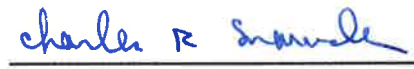
Mr. Kornbrek, presented the following:

The Board reviewed (a) Lease Rental Agreement. Mr. Pugh made the motion to approve (a) as recommended by the Division of Real Property Management, contingent upon fully executed leases. Mr. Snowden seconded, and the motion carried.

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


Mrs. Laura D. Jackson


Mr. Brian Pugh


Mr. Charles R. Snowden



STATE OF MISSISSIPPI
GOVERNOR PHIL BRYANT

DEPARTMENT OF FINANCE AND ADMINISTRATION

LAURA D. JACKSON
EXECUTIVE DIRECTOR

NOTICE

A Special Meeting of the

PUBLIC PROCUREMENT REVIEW BOARD

will be held Tuesday, May 22, 2017
1:30 p.m. in the
13th floor Conference Room
Woolfolk State Office Building

- Request for approval of contracts for OPTFM and miscellaneous

AGENDA

PUBLIC PROCUREMENT REVIEW BOARD Special Meeting 1:30 p.m.

MONDAY, MAY 22, 2017

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

Mr. Mike Cook, Director of the Office of Purchasing and Travel, presents the following:

- 1 change order for Mississippi Department of Archives and History (MDAH)
- 1 contract for Mississippi State University (MSU)
- 1 contract for Mississippi Forestry Commission (MFC)
- 1 contract for the Office of State Auditor (OSA)
- 3 contracts for the Department of Transportation (MDOT)
- 1 contract for Delta State University (DSU)
- 1 contract for the University of Mississippi Medical Center (UMMC)
- 1 contract for the Mississippi Department of Corrections (MDOC)

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

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

- Lease Rental Agreement (a)

III. NEXT MEETING DATE

Regular Meeting, Wednesday, June 07, 2017

**OFFICE OF PURCHASING AND TRAVEL
PUBLIC PROCUREMENT REVIEW BOARD
SPECIAL MEETING AGENDA
May 22, 2017**

- 1. REQUESTING AGENCY:** Mississippi Department of Archives and History (MDAH)
SUPPLIER: 1220 Exhibits, Inc.
MAGIC NUMBER: 82000024622
AMOUNT OF CONTRACT: \$6,353,501.82
TERM OF CONTRACT: One (1) Year and Nine (9) Months (04/06/2016 -12/31/2017)
SCOPE OF CONTRACT: Change Order to the fabrication and installation of exhibits for Mississippi (MS) History Museum
PURCHASE METHOD: Request for Proposals
COMMENTS: MDAH has submitted a P-1 for a change order to the fabrication and installation of exhibits for the MS History Museum (see the attached justification). This change order will include the following: adding flooring for juke joint setting, adding cases for new artifacts, adding better lighting incases, correction of fort interaction, adding more details to bas reliefs, stabilization to basket interactive, adding acoustical panels to help with sound control, and adding vinyl letting for doors. This P-1 was initially presented to and approved by PPRB on April 4, 2016 in the amount of \$6,148,838.00. MDAH submitted this P-1 requesting a change order. PPRB approved a change order on October 5, 2016, at a special meeting. The first (1st) request was for a change order and an increase in the award amount of \$139,097.81 (from the previously approved amount of \$6,148,838.00) to a new total of \$6,285,935.81. PPRB approved another change order on February 6, 2017, at a special meeting. The second (2nd) request was for a change order and an increase in the award amount of \$37,259.75 (from the previously approved amount of \$6,287,935.81) to a new total of \$6,325,195.75. This third (3rd) request is for a change order and an increase in the award amount of \$28,306.75 (from the previously approved amount of \$6,325,195.75) to a new total of \$6,353,501.82. MDAH is requesting the Board's approval of the change order and an increase the award amount.
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 State University (MSU)
SUPPLIER: Intirion Corp, dba Micro-Fridge
MAGIC NUMBER: 8200032155
AMOUNT OF CONTRACT: \$555,148.00
TERM OF CONTRACT: One (1) Year (05/22/2017 – 04/26/2018)
SCOPE OF CONTRACT: Six hundred and twenty (620) - Microwave/Refrigerator Combination units.
PURCHASE METHOD: Competitive RFx

COMMENTS: MSU solicited bids for the purchase of Six hundred and twenty (620) - microwave/refrigerator combination units. One (1) response was received. No protests were received. The award will be made based on the lowest total bid meeting MSU's specifications and bid requirements. MSU is requesting the Board's approval to award a contract to the vendor that meets the specifications and bid requirements.

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.

3. REQUESTING AGENCY: Mississippi Forestry Commission (MFC)

SUPPLIER: Tri-State Truck Center, Inc.

MAGIC NUMBER: 8200032165

AMOUNT OF CONTRACT: \$648,900.00

TERM OF CONTRACT: 5/22/2017-6/30/2018

SCOPE OF CONTRACT: Purchase of up to six (6) Tandem Trucks.

PURCHASE METHOD: Competitive RFx

COMMENTS: MFC has submitted a request to purchase up to six (6) Tandem Trucks at the low bid price of \$108,150.00. MFC did a competitive bid for the purchase of six (6) Tandem Trucks. MFC received five (5) bids and are accepting the low bid that met specifications from Tri-State Truck Center.

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: Office of State Auditor (OSA)

SUPPLIER: The Southern Connection Police Supplies

MAGIC NUMBER: 8900000404

AMOUNT OF CONTRACT: \$8,998.00

TERM OF CONTRACT: One (1) Year (One (1) Time Purchase -05/02/2017-05/01/2018)

SCOPE OF CONTRACT: Firearm Trade in of \$7,920.00 with a Purchase \$8,998.00

PURCHASE METHOD: Quotes

COMMENTS: OSA submitted a P-1 for the trade-in of twenty-eight (28) Glock firearms for the purchase of twenty-two (22) Glock firearms for the Investigations Division Special Agents. OSA received two quotes. OSA is requesting a deviation from the regulation 8.101.01.2 of the Procurement Manual. (*See attached letter.*)

COMPLIANCE WITH PROCEDURES (YES, NO): No, OSA failed to solicit bids for the trade-in and purchase of the guns as required by regulation 8.101.01.2. *It should be noted that, when trading in a commodity and applying the revenue towards a reduction in the purchase price the agency must evaluate the value of the commodity being traded as well as the value of the item being procured to determine the proper methods of soliciting bids. If the estimated value of the item or items being traded is greater than \$1000 but not more than \$5000, two written quotes are required.*

If the estimated value of the "trade-in" commodity exceeds \$5000, then the transaction shall be advertised.

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:** Mississippi Department of Transportation (MDOT)
SUPPLIER: 3M Co., Patch Rubber Co., Flint Trading Inc., Ennis Paint, Swarco Industries
MAGIC NUMBER: 8900000154, 8900000156, 8900000166, 8900000168, 8900000167
AMOUNT OF CONTRACT: \$15,000.00, 10,000.00, 637,500.00, 20,000.00, 15,000.00 Total (\$697,500.00)
TERM OF CONTRACT: Contract extensions for one (1) year (07/01/2016-6/30/2018)
SCOPE OF CONTRACT: Pavement Marking Materials
PURCHASE METHOD: Competitive RFX - (Agency Contract)
COMMENTS: MDOT originally solicited bids for the purchase of Pavement Marking Materials. Six (6) responses were received with no protests. The award was made based on the lowest total bid for each category meeting MDOT's specifications and bid requirements. Other State Agencies and Governing Authorities may purchase from this contract. The original contracts were approved in July of 2016 by PPRB with current expiration as of 6/30/2017 and are now awaiting extension approval with no change in price. One (1) vendor, Crown Technology LLC., that was originally approved declined the extension request. The original bid does allow for the extension.
COMPLIANCE WITH PROCEDURES (YES, NO): Yes
ADDITIONAL COMMENTS IF NEEDED: Based on the information submitted by the Agency, we ask that the Board approve these extensions contingent upon purchase orders or awards letters by the Agency.
- 6. REQUESTING AGENCY:** Mississippi Department of Transportation (MDOT)
SUPPLIER (S): Blacklidge Emulsions, Inc.; Ergon Asphalt & Emulsions, Inc.; Hunt Refining Company; Hunt-Southland Refining Company
MAGIC NUMBER: 8900000405, 8900000413, 8900000414, 8900000415
AMOUNT OF CONTRACT(S): \$600,000.00, \$750,000.00, \$150,000.00, \$150,000.00 (a total of \$1,380,000.00)
TERM OF CONTRACT: One (1) year (7/01/2017 – 06/30/2018)
SCOPE OF CONTRACT: Certified Bituminous Materials
PURCHASE METHOD: Competitive Bid - Agency contract
COMMENTS: MDOT solicited bids for Certified Bituminous Materials. Four (4) responses were received. This is a multi-award bid. MDOT awarded the contract to all four vendors based on the lowest and best three bids per item, per county that meet specifications and bid requirements. If the vendor of the lowest bid cannot make next day delivery, the second lowest bidder will be asked to deliver the product; if the second lowest bidder cannot make next day delivery, the third lowest bidder will be asked to make delivery. Prices are for full truck load quantities. The projected spend for each vendor is based off the previous year spend. MDOT is requesting the Board's approval to award a contract to

the vendors with the lowest and best bids per item, per county that meets 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 purchase orders or award letters by the Agency.

7. REQUESTING AGENCY: Mississippi Department of Transportation (MDOT)

SUPPLIER (S): Hall Manufacturing INC

MAGIC NUMBER: 8200032415

AMOUNT OF CONTRACT: \$600,000.00

TERM OF CONTRACT: Twelve (12) Months (07/01/2017-6/30/2018 with the option to extend the contract for up to twelve (12) months. The total contract term, inclusive of extensions shall not exceed sixty (60) months.

SCOPE OF CONTRACT: Negotiated Bush-Wacker Mower Parts Contract

PURCHASE METHOD: Competitive RFx (Brand Restrictive Pre-Approved) – (Agency Contract)

COMMENTS: MDOT solicited bids for the purchase of Unlimited Mower Parts for Bush-Wacker Mowers. One (1) response was received. No protests were received. This contract offers 30% off current manufactures suggested full list price for OEM Bush-Wacker mower parts. MDOT is requesting the Board's approval to award a contract to the vendor that meets the specifications and bid requirements.

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 to award this contract.

8. REQUESTING AGENCY: Delta State University (DSU)

SUPPLIER: Varsity Brand Holding Co., Inc.

MAGIC NUMBER: 8200032068

AMOUNT OF CONTRACT: \$750,000.00

TERM OF CONTRACT: Five (5) Years (05/22/2017 – 05/21/2022)

SCOPE OF CONTRACT: Negotiated Contract for the purchase of Athletic Apparel

PURCHASE METHOD: Competitive RFP (Request for Proposal)

COMMENTS: DSU issued a Request for Proposals for the purchase of athletic apparel off this negotiated contract. Three (3) proposals were received. No protests were received. The award will be made based on the highest point score based meeting DSU's evaluation criteria and requirements. Pricing shall be based on discounts off the current published manufacturer's list price, FOB Destination. The awarded vendor may update the manufacturer's price list during the contract period on the anniversary date or as issued by the manufacture to reflect new products. DSU is requesting the Board's approval to award a contract to the vendor that meets the specifications and bid requirements. IHL Board Agenda has not been scheduled at this time.

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 to award this contract.

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

SUPPLIER: Boston Scientific Corporation

MAGIC NUMBER: 8200032494

AMOUNT OF CONTRACT: \$3,000,000.00

TERM OF CONTRACT: Two (2) Years (06/01/2017 – 05/31/2019)

SCOPE OF CONTRACT: Interventional Cardiology Agreement with Boston Scientific Corporation (Boston Scientific) to purchase various consumable commodities and equipment for the use during interventional cardiovascular procedures. The commodities and equipment include drug-eluting stents, catheters, and guidewires.

PURCHASE METHOD: Competitive Purchasing Agreement (GPO- Vizient Contract MS1422)

COMMENTS: UMMC is requesting ratification to enter into a Vizient Member Participation Agreement with Boston Scientific Corporation (Boston Scientific) to purchase various consumable commodities and equipment for the use during interventional cardiovascular procedures. The commodities and equipment include drug-eluting stents, catheters, and guidewires. This agreement was presented to and approved by IHL on 5/18/2017.

COMPLIANCE WITH PROCEDURES (YES, NO): Yes

ADDITIONAL COMMENTS IF NEEDED: Based on the information submitted by the Agency, we ask that the Board ratify this award.

10. REQUESTING AGENCY: Mississippi Department of Corrections (MDOC)

SUPPLIER(S): Sentinel Offender Series, LLC

MAGIC NUMBER: 8800003020

AMOUNT OF CONTRACT: \$5,748,028.07

TERM OF CONTRACT: 07/01/2014 – 08/31/2017

SCOPE OF CONTRACT: Lease of Electronic Monitoring Equipment for Offenders

PURCHASE METHOD: Competitive Purchasing Agreement - (NASPO Cooperative Contract, the agency is using a Cooperative adopted by OPTFM strictly for MDOC's use.)

COMMENTS: MDOC is requesting a Special PPRB meeting to extend the Request for Authority to Purchase (P-1) from May 31, 2017 to August 31, 2017 on a month-to-month basis. (See attached letter.) This is a cooperative contract that has been adopted by OPT on behalf of a request made by MDOC.

COMPLIANCE WITH PROCEDURES (YES, NO): Yes

ADDITIONAL COMMENTS IF NEEDED: Based on the information submitted by the Agency, we ask that the Board approve this extension of the Contract.

MISSISSIPPI DEPARTMENT *of* ARCHIVES AND HISTORY



PO Box 571, Jackson, MS 39205-0571
601-576-6850 • Fax 601-576-6975
mdah.state.ms.us
Katie Blount, Director

May 10, 2017

Ms. Aubrey Leigh Goodwin
Office of Purchasing, Travel and Fleet Management
501 North West Street
Jackson, MS 39201

Dear Ms. Goodwin:

I am writing to request a special Public Procurement Review Board (PPRB) meeting to consider approval of a change order to the contract between the Mississippi Department of Archives and History and 1220 Exhibits. 1220 Exhibits is the firm that has been awarded the contract to fabricate and install the exhibits for the Museum of Mississippi History. Information regarding the requested change order was received after the deadline for the regularly scheduled PPRB meeting in May. The installation firm has advised that a delay in the change order will impede progress to the established schedule. Please let me know if I can provide any additional information. Thank you for your consideration and continued assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert N. T. Benson". The signature is fluid and cursive, with the first name "Robert" being the most prominent.

Robert N. T. Benson



PO Box 571, Jackson, MS 39205-0571
601-576-6850 • Fax 601-576-6975
mdah.state.ms.us
Katie Blount, Director

Ms. Aubrey Leigh Goodwin
Office of Purchasing, Travel and Fleet Management
501 North West Street
Jackson, MS 39201

Dear Ms. Goodwin:

I am writing to request approval of a change order to the contract between the Mississippi Department of Archives and History and 1220 Exhibits. 1220 Exhibits is the firm that has been awarded the contract to fabricate and install the exhibits for the Museum of Mississippi History. The requested change order will do the following:

- 1. Add flooring for juke joint setting**
- 2. Add cases for new artifacts**
- 3. Add better lighting in cases**
- 4. Correction of fort interaction**
- 5. Add more detail to bas reliefs**
- 6. Stabilization to basket interactive**
- 7. Add acoustical panels to help with sound control**
- 8. Add vinyl letting for doors**

The process for building exhibits first involves contracting with a design firm, then issuing an RFP of their design to a fabricator companies. It is customary in this process that once the fabricator is chosen that there may be changes to exhibits based on the recommendation and expertise of the fabrication firm. Additionally, we are continuously adding artifacts to our collection that require additional cases.

Please let me know if I can provide any additional information. Thank you for your consideration and continued assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert N. T. Benson".

Robert N. T. Benson



MISSISSIPPI STATE UNIVERSITY.

May 3, 2017

Aubrey Leigh Goodwin, J.D., CPMA
Director, Office of Purchasing, Travel and Fleet Management
Department of Finance and Administration
P.O. Box 267
Jackson, MS 39205

Re: Special Meeting of the Public Procurement Review Board (PPRB)

Dear Ms. Goodwin,

We would like to request a special meeting of the PPRB during May for our bid 17-32 to Intirion, Inc. dba Micro Fridge (Magic #8200032155). The bid includes replacing outdated appliances in three of residence halls during summer 2017 and was opened on April 19, 2017, missing the standard deadline for the May meeting. MSU Housing opens the residence halls on Saturday, August 12, 2017. If this bid is not approved during the month of May, the department risks not completing the project prior to students moving into the residence halls in the fall. With a project of this size and scope, it is much more efficient to complete the project with minimal disruption to students, preferably in as many unoccupied bed spaces as possible. Traffic congestion during the summer months is reduced, with fewer students taking summer classes as opposed to the fall and spring semesters, hence reducing potential safety concerns with the vendor using semi-trucks and trailers. The project can also be completed in a timely fashion with reduced occupancy. Experience from past facilities related projects in the residence halls has concluded that completing a project of this magnitude in unoccupied bedrooms is more efficient for the vendor, the department, and students. We thank the board for their consideration of this important request.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Buffum".

Don Buffum, CPPO
Director of Procurement & Contracts



STATE OF MISSISSIPPI
OFFICE OF THE STATE AUDITOR
STACEY E. PICKERING
STATE AUDITOR

May 4, 2017

VIA HANDMAIL

Aubrey Leigh Goodwin, J.D., CPMA
Director, Office of Purchasing, Travel, and Fleet Management
Director of Finance and Administration
P.O. Box 267
Jackson, MS 39205

Re: Office of the State Auditor's Sale of Glock Firearms

Dear Ms. Goodwin:

The purpose of this letter is to request the Mississippi Office of the State Auditor Investigations Division be allowed to trade in its supply of Glock 19 firearms in exchange for a reduction of the cost to purchase a new supply of Glock 19 firearms.

The Investigations Division recently determined it was time to upgrade the Glock 19 firearms issued to all its Special Agents. The Investigations Division determined it would need to purchase 22 weapons. Glock provides law enforcement agencies with a special purchase discount. Any Glock supplier signs a contract with Glock guaranteeing they will sell Glock firearms at a specific cost to all law enforcement agencies and that cost does not vary. For Glock 19 firearms, that specific cost is \$409.00 per unit. As a result, the Investigations Division knew that the cost to purchase these weapons would be \$8,998.00 no matter which supplier it chose to purchase the weapons from.

As part of the purchase, the Investigations Division also determined it would be best to trade in its supply of old firearms that would be replaced by this new purchase and use this to offset the purchase price of the firearms. The Investigations Division assumed that the value of these trade-ins would exceed \$5,000.00

Since the value of the items being purchased would exceed \$5,000.00 and the value of the items being traded also exceeded \$5,000.00, the Investigations Division determined it would be best to obtain two competitive bids for this transaction in order to comply with Section 31-7-13, Mississippi Code of 1972; even though the final purchase cost would ultimately be less than \$5,000.00. The two quotes obtained by the Investigations Division are attached. The first quote,

from Barney's Police Supplies, offered a trade-in value of \$7,440.00 and final contract price of \$1,558.00. The winning quote, from Southern Connection Police Supplies, offered a trade-in value of \$7,920.00 and final contract price of \$1,078.00.

After the purchase order was created and the bids were submitted to the Department of Finance and Administration, the Investigations Division was informed that it could not proceed with the purchase because the purchase had not been approved by DFA. The Investigations Division was informed there was no problem with the purchase of the firearms, the issue revolved around the trade-in of the old supply of Glock 19 firearms. Although the issue was not addressed by state law, DFA had seen fit in its Procurement Manual to enact different requirements for trade-ins than is required for purchases. According to Section 8.101.01.2 of the State Procurement Manual, agencies are required to advertise the sale of property over \$5,000.00, even though state law requires only two competitive bids for the purchase of property over \$5,000.00.

Because this transaction relates to the sale of firearms, the Office of the State Auditor's Investigations Division requests permission to disregard the advertising requirement detailed in Section 8.101.01.2 of the State Procurement Manual related to the trade-in of property. Because this transaction deals with the sale of firearms, the Investigations Division has a vested interest in assuring how these firearms are disbursed. The Investigations Division has done business with Southern Connections Police Supply on numerous occasions. The Investigations Division is confident that Southern Connections Police Supply will make sure these firearms go to responsible buyers.

I thank you for your consideration in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Jay Strait
Director of Investigations
Mississippi Office of the State Auditor

The Southern Connection Police Supplies

240 Christopher Cove
 Ridgeland, MS 39157
Dick Wheeler, Owner
 Cell: 601-668-8396
 Email: tscps@bellsouth.net

Fax: (601) 856-6714
 Tel: (601) 853-3106

OFFICE OF THE STATE AUDITOR
 PO BOX 956
 JACKSON, MS 39205

Date 3/13/2017
Quote No 2110
Valid From 3/13/2017
Valid To 6/13/2017

BO HOWARD
 SPECIAL AGENT
 PH # 601-576-2723
 PH #

QUOTATION

	Delivery 90 Days ARO	Delivery Via Best Way	F.O.B Destination	Terms Net 30
Quantity	Description		Cost	Extension
22	Model G19 Gen 4, 9MM Frame: Finger Groove & Rail Frame. Night sights, 5.5 trigger with 3 high cap mags.		\$409.00	\$8,998.00
				\$0.00
-6	TRADE IN GUNS MODEL 19 GEN 3 with 3 mags		\$275.00	(\$1,650.00)
-22	TRADE IN GUNS MODEL 19 GEN 4 with 3 mags		\$285.00	(\$6,270.00)
				\$0.00
				\$0.00
				\$0.00
Grand Total:				\$1,078.00

- Govt Agency prices do not include sales tax
- Prices are due and payable NET 30 days for each invoice
- Trade-in pistols must be in good, serviceable working order
- Deductions made if trade-ins are damaged or not as specified
- Trade-in or exchange pistols must be complete with three magazines, working night sights, grips, & in original box, unless otherwise noted
- Trade-in or exchange pistols must be turned in within 30 days after receipt of new GLOCKS, unless other arrangements have been made and approved
- All firearms traded to The Southern Connection Police Supplies are subject to being refurbished and sold to other Federally Licensed firearms distributors

// **Bryan Wheeler** //

 Authorized Signature

 3/13/2017

 Date

There is a Limited Lifetimed Warranty on GLOCK guns & parts, including postage, labor and replacement



218 FOUR PARK RD
LAFAYETTE LA 70507
337-896-3667

www.barneypolicesupplies.com

QUOTE

ORIG DATE: 03-16-2017 16:05:37
QUOTE: 00118583

Order/4473#:

STORE/REG: 1-LAF / 119
CLERK: CALEB MORSE

Customer Bill To:
MS OFFICE OF THE STATE AUDITOR
MS OFFICE OF THE STATE AUDITOR
801 WOOLFOLK BLDG
501 NORTH WEST ST.
JACKSON MS 39201
Phone: 601-576-2649 Fax: - -

Sales Person Name
90 - CALEB MORSE

Customer Ship/Deliver to:



Terms Ship/Deliver Via In Store Req. Ship. Date Purchase Order NICS/CCW/FEL # NICS/FEL DATE

Item Number Brand	Size Item Description	Attr1	Color	Unit Price	QTY	Total \$'s Extended	Qty OnHand	NOTE: Quantities on Hand are estimates and NOT guaranteed due to on going sales and computer errors.
GLK19G4U GLOCK	PISTOL, G19, 9MM, FS, GEN4, USED			\$270.00	-22	\$(5,940.00)	0	Reason? TRADE IN 90
Brand: GLOCK Style: GLK19G4U Desc: PISTOL, G19, 9MM, FS, GEN4, USED Size: Attr1: Attr2:								
GLK19G3U GLOCK	PISTOL, G19, 9MM, FS, GEN3, USED			\$250.00	-6	\$(1,500.00)	0	Reason? TRADE IN 90
Brand: GLOCK Style: GLK19G3U Desc: PISTOL, G19, 9MM, FS, GEN3, USED Size: Attr1: Attr2:								
GLKD19G4NS GLOCK	PISTOL, 19, 9MM, GEN4, GNS, FET OUT, DEPT SALE			\$409.00	22	\$6,998.00	0	90

Total Units: -6
Total Weight (lbs.): 110.00

Sub total: \$1,558.00
Shipping: \$0.00
State Tax1: \$0.00
Local Tax2: \$0.00

This QUOTE is valid for 30 days!

*** OFFICE COPY ***

PLEASE NOTE In the event ordered quantities are lower this may affect customer pricing and freight charges!

Total: \$1,558.00

Charge Accounts are due per the terms at top of page. If no terms are listed then terms are DUE ON RECEIPT. Invoices not paid within terms are subject 1.8% finance charge per month, late fees and all reasonable collection costs
Returns after 2 days will be given store credit and original packaging and receipt MUST accompany item. Fired guns cannot be returned. Other policies apply BODY ARMOR Due to the nature of body armor and liability issues, there can be NO returns on body armor ALL SALES ARE FINAL!! We urge the officer to be IN UNIFORM for fitting. If not, then it is at the officers risk for fit requirements!
VEHICLE UPFIT WARRANTY: EQUIPMENT = Manufacturer warranty only LABOR = 90 days from install date. Customer is responsible for all labor, supplies, freight and other charges of non-warranted items

TERMS & CONDITIONS: Quote valid for 30 days Net 30 days - No further discounts. The agency understands trade-in firearms, if any, must be in working condition, and will be shipped with the type and number of magazines specified. Barneys will reduce the trade value by \$20 per missing magazine. Defective, non-working firearms or firearms with missing parts will incur a 75% decrease in the quoted value. The agency agrees to forward trades to Barneys at its expense within 30 days of receipt of new product. The agency further understands Barneys will resell traded firearms in full compliance of federal, state and local laws.

BARNEYS, INC (EIN #72-1491003)

Locations: Lafayette, Lake Charles, Metairie, Gulfport, Bossier City

Inv Number	Asset Description	Serial Number	Other Employee ID	Additional Location	Acq Value
155-0002705	Pistol 9 Mm	#PBE5877	Safe	Investigations	\$75.00
155-0002707	Pistol 9 Mm	#PBE5921	Safe	Investigations	\$25.00
155-0003372	Pistol 9 Mm	#KEV945	Mills Penn	Investigations	\$360.00
155-0003373	Pistol 9 Mm	#KEV944	Trudel Dave	Biloxi	\$360.00
155-0003374	Pistol 9 Mm	#KEV943	Safe	Investigations	\$360.00
155-0003375	Pistol 9 Mm	#KEV942	Childress Mike	Investigations	\$360.00
155-0003376	Pistol 9 Mm	#KEV941	Oubre David	Investigations	\$360.00
155-0003699	Pistol 9mm	#LEH573	Safe	Investigations	\$362.00
155-0003700	Pistol 9mm	#LEH572	safe	Investigations	\$362.00
155-0003828	Pistol 9mm	#MDB959	Campbell Josh	Tupelo	\$352.00
155-0003829	Pistol 9mm	#MDB946	Howard Eddie "Bo"	Investigations	\$352.00
155-0003830	Pistol 9mm	#MDB958	Hill-Watts Tracy	Investigations	\$352.00
155-0003831	Pistol 9mm	#MDB948	Powell Tim	Tupelo	\$352.00
155-0003832	Pistol 9mm	#MDB947	Safe	Investigations	\$352.00
155-0003833	Pistol 9mm	#MDB957	Sumrall Carrie	Biloxi	\$352.00
155-0003834	Pistol 9mm	#MDB945	Safe	Investigations	\$352.00
155-0003835	Pistol 9mm	#MDB960	Cox Debi	Investigations	\$352.00
155-0004006	Pistol 9mm	#NLP510	Safe	Investigations	\$357.00
155-0004007	Pistol 9mm	#NLP514	Walker Thelma	Investigations	\$357.00
155-0004089	Pistol 9mm Glock	#RTD687	Safe	Investigations	\$194.50
155-0004090	Pistol 9mm Glock	#RTD686	Safe	Investigations	\$194.50
155-0004091	Pistol 9mm Glock	#RTD685	Safe	Investigations	\$194.50
155-0004092	Pistol 9mm Glock	#RTD688	Strait Jay	Investigations	\$194.50
155-0004093	Pistol 9mm Glock	#RTD684	Safe	Investigations	\$194.50
155-0004094	Pistol 9mm Glock	#RTD683	Joel Jeff	Investigations	\$194.50
155-0004095	Pistol 9mm Glock	#RTD682	Safe	Investigations	\$194.50
155-0004096	Pistol 9mm Glock	#RHP751	Safe	Investigations	\$194.50
155-0004097	Pistol 9mm Glock	#RHP752	Safe	Investigations	\$194.50
155-0004098	Pistol 9mm Glock	#RHP753	Safe	Investigations	\$194.50
155-0004135	Pistol	#RWY666	Safe	Investigations	\$357.00
155-0004437	Pistol	#TKV787	Safe	Investigations	\$357.00
155-0004438	Pistol	#TKV786	Syverson Susan	Biloxi	\$357.00
155-0004487	Pistol 9 Mm	#WAC671	Safe	Investigations	\$357.00
155-0004488	Pistol 9 Mm	#WAC672	Safe	Investigations	\$357.00
155-0004489	Pistol 9 Mm	#WAC673	Grimes James	Investigations	\$357.00



STATE OF MISSISSIPPI
DEPARTMENT OF CORRECTIONS
PELICIA E. HALL
COMMISSIONER

Christy Gutherz
Deputy Commissioner

Community Corrections
(601) 359-5619 FAX (601) 359-5736

May 18, 2017

Ms. Aubrey Leigh Goodwin, Director
Office of Purchasing, Travel and Fleet Management
Department of Finance and Administration
501 North West Street
Jackson MS 39201

Re: Sentinel # 8800003020 Contract Extension

Dear Ms. Goodwin;

Per our conversation this date, please accept this request for a continued extension of the current contract between MDOC and Sentinel Offender Services, LLC, which was set to expire on May 31, 2017. I am requesting that the extension be granted on a month to month basis with an anticipated end date of August 31, 2017.

In addition, I am enlisting your assistance to request and schedule a special meeting of the Public Procurement Review Board (PPRB) on behalf of MDOC for approval of this request.

Regards,

A handwritten signature in blue ink that reads "Christy Gutherz".

Christy Gutherz
Deputy Commissioner Community Corrections

Pc: Pelicia E. Hall, Commissioner
Rick McCarty, Deputy Commissioner Admin and Finance
File

PUBLIC PROCUREMENT REVIEW BOARD

SPECIAL MEETING

May 22, 2017

LEASES

850-000

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

(a) The Mississippi Department of Mental Health seeks a blanket approval on all resident patient leases entered into by and between the residents (Lessee) and the Mississippi Department of Mental Health/Boswell Regional Center (Lessor). Each resident within the MDMH/Boswell system will have an individual lease as proscribed by federal guidelines. All resident leases henceforth will be included under this blanket approval.

RPM also ask for the approval of the Residential Lease as shown below.

LEASE RENTAL AGREEMENT

This Rental Agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, _____, shall be referred to as "OWNER" and Tenant(s)/Lessee, _____, shall be referred to as "RESIDENT". As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at _____ in the city of _____. The RESIDENT must be a person receiving support/services from Boswell Regional Center.

- 1. TERMS:** RESIDENT agrees to pay in advance \$ _____ per month on the ____ day of each month. This agreement shall commence on _____, _____ and continue until _____, _____ on a month-to-month tenancy until either party shall terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination.
- 2. PAYMENTS:** Rent and/or other charges are to be paid at such place or method designated by the owner as follows _____. All payments are to be made by check or money order and cash shall be acceptable. OWNER acknowledges receipt of the first month's rent of \$ _____. All payments are to be made payable to Boswell Regional Center.
- 3. UTILITIES:** RESIDENT agrees to pay or reimburse all utilities and/or services based upon occupancy of the premises.
- 4. OCCUPANTS:** Overnight guests must receive approval by owner.
- 5. PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Such consent, if granted, shall be revocable at OWNER'S option upon giving a 30 day written notice.
- 6. LIQUID FILLED FURNISHINGS:** No liquid filled furniture and/or receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the OWNER. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses that may be caused by such items.
- 7. NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.
- 8. DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENTS'S use is seriously impaired, OWNER or RESIDENT may terminate this Agreement immediately upon three day written notice to the other.

9. CONDITION OF PREMISES: RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

10. ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.

Form approved by PPRB on May 22, 2017

11. PROPERTY MAINTENANCE: RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT may pay at OWNER'S request for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

12. HOUSE RULES: RESIDENT shall comply with all house rules as stated on separate addendum, but which are deemed part of this rental agreement, and a violation of any of the house rules is considered a breach of this agreement.

13. CHANGE OF TERMS: The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.

14. TERMINATION: After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENTS'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent/storage fees.

15. POSSESSION: If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

Form approved by PPRB on May 22, 2017

16. INSURANCE: RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.

17. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

18. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

19. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

20. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

21. **JOINTLY AND SEVERALLY:** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.

22. **NOTICES:** All notices to RESIDENT shall be served at RESIDENT'S premises and all notices to OWNER shall be served at _____.

23. **KEYS AND ADDENDUMS:** RESIDENT acknowledges receipt of the following which shall be deemed part of this Agreement: (Please check) Form approved by PPRB on May 22, 2017

____ Keys # of keys and purposes _____
____ House Rules

24. **ENTIRE AGREEMENT:** This agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

25. **RECEIPT OF AGREEMENT:** The undersigned RESIDENTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

RESIDENT'S Signature _____

Date _____

Legal Guardian's Signature (if applicable) _____

Date _____

OWNER'S or Agent's Signature _____

Date _____