



## **MEETING MINUTES**

### **Wednesday, November 7, 2018**

**Location:** E.T. Woolfolk State Office Building  
501 North West Street, Room 145  
Jackson, Mississippi

**Board Members Present:** J.K. "Hoopy" Stringer, Jr., Chair  
Rita Wray, Vice-Chair  
Jeffery Belk  
Leila Malatesta, (*via teleconference*)  
Billy Morehead  
Laura Jackson, Department of Finance and Administration

**Staff:** Romaine Richards, Assistant Attorney General  
Edward Wiggins, Special Assistant Attorney General  
Aubrey Leigh Goodwin  
Ross Campbell  
Kent Adams  
Clay Chastain  
Catoria Martin  
Liz DeRouen  
Christopher Stratham  
Mike Cook  
Calvin Sibley  
Glenn Kornbrek  
Alicia Coleman  
Tenetra Walton  
Chuck McIntosh  
Yolanda Thurman  
Shandra Thompson  
Lashonda Washington  
Vergenia Coleman  
Regina Irvin  
Victoria James  
Ashley Harrell  
Jeremy Holmes  
Ramona Jones  
Candice Hay

Symone Bounds  
James Brabston

**Guests:**

Kim Fultz, Scott County  
Millie Rodabough, E-Rate Consultant, Rodabough Education Group  
for Webster, Hinds, Lauderdale, and Harrison Counties School  
Districts and Library Systems  
Johnny Nelson, Mississippi State Department of Health  
Stephanie Pepper, Mississippi State Department of Health  
Anita Evans, Mississippi State Department of Health  
Harris VanBuskirk, Mississippi Department of Transportation  
Nick Walters, Mississippi Department of Transportation  
Jim Davis, Mississippi Department of Transportation  
Kimberly LaBranche, Mississippi Department of Transportation  
Matthew Dry, Joint Legislative Committee on Performance  
Lynn Mullen, Mississippi Department of Corrections  
Dell Lemley, Mississippi Department of Corrections  
Melanie Green, Mississippi Department of Environmental Quality  
Rebekah Olander, Mississippi Forestry Commission  
Lynn Ainsworth, Department of Information Technology Services  
Sally O'Callaghan, University of Mississippi Medical Center  
Danny Lynch, Mississippi Department of Employment Security  
Brittney Thompson, Mississippi Division of Medicaid  
Mary Katherine Ulmer, Mississippi Division of Medicaid  
William Thompson, Mississippi Division of Medicaid  
Jennifer Grant, Mississippi Division of Medicaid  
Keneshia Anderson, Mississippi Division of Medicaid  
Ron McAnally, Mississippi Department of Health  
H.L. Lockhart, Mississippi State Hospital  
Rick Entrekin, DMH – Central Mississippi Residential Center  
Shannon Griffin, DMH – Central Mississippi Residential Center  
Monique Corley, Mississippi Department of Education  
Dr. Paula Vanderford, Mississippi Department of Education  
Sharon Prestige, Mississippi Department of Education  
Dr. Marilyn Watkins, Mississippi Department of Wildlife, Fisheries  
and Parks  
Tommy Browning, Mississippi Department of Rehabilitation  
Services  
Shannon Chesney, Mississippi Department of Rehabilitation  
Services  
David Caldwell, Mississippi Department of Revenue  
Lanell Strait, Mississippi Department of Revenue  
Kathy Caldwell, Veterans Affairs Board  
Bryan Wardlaw, Mississippi Department of Human Services  
Chip Butler, Mississippi Department of Human Services  
Sherry Johnson, Mississippi Department of Human Services  
Allison Killebrew, Mississippi Bureau of Narcotics (*via  
teleconference*)

Ellen Jenkins, Mississippi Bureau of Narcotics *(via teleconference)*  
Jody Webster, Harrison County *(via teleconference)*  
Michael Pope, City of Hattiesburg *(via teleconference)*  
Michelle Williams, Mississippi Department of Marine Resources *(via teleconference)*  
Rick Kinnard, Mississippi Department of Marine Resources *(via teleconference)*  
Faye James, Mississippi Department of Marine Resources *(via teleconference)*  
Rick Entrekin, Mississippi State Hospital *(via teleconference)*  
Shannon Griffin, Mississippi State Hospital *(via teleconference)*  
Toni Johnson, Department of Mental Health – Central Office *(via teleconference)*  
Sandra Parks, Department of Mental Health – Central Office *(via teleconference)*  
Rinsey McSwain, Mississippi Department of Mental Health, Ellisville State School, *(via teleconference)*  
Peter Stewart, Mississippi Department of Mental Health, Ellisville State School, *(via teleconference)*

**I. Call to Order**

The meeting was called to order by Chair J.K. “Hoopy” Stringer, Jr.

**II. Approval of Minutes from October 3, 2018 Public Procurement Review Board Meeting**

**A. Motion to Amend Attachment H of October 3, 2018 Minutes**

*Correct Contract #8200041620 vendor's name from Precision Healthcare Staffing, LLC to Southern Healthcare Agency, Inc.*

*Remove Contract #8200041234 with Waste Management of Central MS because it was withdrawn.*

**Motion:** A motion was made by Mr. Belk to amend the October 3, 2018 Minutes as presented, to correct the vendor's name on Contract #8200041620, and to remove withdrawn Contract #8200041234. The motion was seconded by Mr. Morehead and unanimously approved by all members present.

Amended Attachment H of October 3, 2018 PPRB Minutes is attached to these Minutes as part of Attachment A.

**Action:** A motion was made by Mr. Belk to approve the amended October 3, 2018 PPRB Minutes. The motion was seconded by Mr. Morehead and unanimously approved by all members present.

**III. Approval of per diem and expenses for the November 7, 2018 meeting and for any additional expenses incurred prior to the December 5, 2018 meeting**

**Action:** A motion was made by Mr. Morehead to approve per diem and expenses for the November 7, 2018 meeting and for any additional expenses incurred prior to the December 5, 2018 meeting. The motion was seconded by Mr. Belk and unanimously approved by all members present.

Amended October 3, 2018 PPRB Minutes are attached to these Minutes as **Attachment A**.

#### **IV. DFA Office of Purchasing, Travel and Fleet Management (OPTFM)**

##### **A. Petitions for Relief from Reverse Auction**

###### **1. Governing Authorities**

###### **i. Requesting Governing Authority:** Scott County

**Supplier:** unknown

**Term:** unknown

**Commodities:** asphalt, liquid asphalt, hot and cold mix, sand gravel, gravel, sand, rip rap, limestone, and culverts

**Total Value:** \$1,100,000.00 (\$500,000.00, \$500,000.00, \$100,000.00) estimated

**Summary of Request:** Scott County has requested an exemption from using the Reverse Auction process for the purchase of various commodities. They are requesting the exemption because of the limited vendors that will participate in the area and the need to award to multiple vendors. The county feels the competitive sealed bid process should be utilized to procure the items.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules and regulations and legal requirements by DFA staff. Based on the information submitted by the county, we ask that the Board approve this exemption and the use of competitive sealed bidding for the procurement.

**Action:** A motion was made by Mr. Morehead to approve the staff recommendation as presented. The motion was seconded by Mr. Belk and unanimously approved by all members present.

*Ms. Wray arrived during presentation of Item IV.A.1.i.*

*Items IV.A.1.ii through IV.A.1.v were presented and voted together.*

###### **ii. Requesting Governing Authority:** Webster County School District

**Supplier:** unknown

**Term:** July 1, 2019 through June 30, 2020

**Commodities:** E-Rate Category 2 Project

**Total Value:** \$194,000.00 estimated

**Summary of Request:** Webster County School District has requested an exemption from using Reverse Auction for the purchase of an E-Rate Category 2 project. E-rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the



direction of the Federal Communications Commission (FCC). They are requesting exemption because of the overall complexity of the project, which will include commodities and services. Vendors may make a primary bid and are able to send in an alternate equivalent bid. Vendors can bid on one or more items of the project or they may bid on the complete project. Because of the complexity of these projects, the District feels other evaluation factors may need to be considered, other than cost. The school district feels that competitive sealed bidding should be utilized to procure the project.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules and regulations and legal requirements by DFA staff. Based on the information submitted by the district, we ask that the Board approve this exemption and the use of competitive sealed bidding for the procurement.

iii. **Requesting Governing Authority:** Hinds County School District

**Supplier:** Unknown

**Term:** July 1, 2019 through June 30, 2020

**Commodities:** E-Rate Category 2 Project

**Total Value:** \$302,700.00

**Summary of Request:** Hinds County School District has requested exemption from using the Reverse Auction process for the purchase of an E-Rate Category 2 project. E-rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). They are requesting exemption because of the overall complexity of the project, which will include commodities and services. Vendors may make a primary bid and are able to send in an alternate equivalent bid. Vendors can bid on one or more items of the project or they may bid on the complete project. Because of the complexity of these projects, the District feels other evaluation factors may need to be considered, other than cost. The school district feels that competitive sealed bidding should be utilized to procure the project.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules and regulations and legal requirements by DFA staff. Based on the information submitted by the district, we ask that the Board approve this exemption and the use of competitive sealed bidding for the procurement.

iv. **Requesting Governing Authority:** Lauderdale County School District

**Supplier:** Unknown

**Term:** July 1, 2019 through June 30, 2020

**Commodities:** E-Rate Category 2 Project

**Total Value:** \$130,000.00

**Summary of Request:** Lauderdale County School District has requested exemption from using the Reverse Auction process for the purchase of an E-Rate Category 2 project. E-rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). They are requesting exemption because of the overall complexity of the project, which will include commodities and services. Vendors may make a primary bid and are able to send in an alternate equivalent bid. Vendors can bid on one or more items of the project or they may bid on the

complete project. Because of the complexity of these projects, the District feels other evaluation factors may need to be considered, other than cost. The school district feels that competitive sealed bidding should be utilized to procure the project.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules and regulations and legal requirements by DFA staff. Based on the information submitted by the district, we ask that the Board approve this exemption and the use of competitive sealed bidding for the procurement.

v. **Requesting Governing Authority:** Harrison County Library System

**Supplier:** Unknown

**Term:** July 1, 2019 through June 30, 2020

**Commodities:** E-Rate Category 2 Project

**Total Value:** \$270,000.00

**Summary of Request:** Harrison County Library System has requested exemption from using the Reverse Auction process for the purchase of an E-Rate Category 2 project. E-rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). They are requesting exemption because of the overall complexity of the project, which will include commodities and services. Vendors may make a primary bid and are able to send in an alternate equivalent bid. Vendors can bid on one or more items of the project or they may bid on the complete project. Because of the complexity of these projects, the System feels other evaluation factors may need to be considered, other than cost. The school district feels that competitive sealed bidding should be utilized to procure the project.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules and regulations and legal requirements by DFA staff. Based on the information submitted by the county, we ask that the Board approve this exemption and the use of competitive sealed bidding for the procurement.

**Action:** A motion was made by Mr. Morehead to approve the staff recommendations as presented. The motion was seconded by Ms. Malatesta and unanimously approved by all members present.

**Motion:** A motion was made by Mr. Morehead to delegate approval authority of similar E-rate Reverse Auction exemption requests to OPTFM until March 31, 2019. The motion was seconded by Ms. Malatesta and approved by all members present, except Ms. Wray, who abstained from the vote.

## 2. State Agencies

i. **Requesting Agency:** Mississippi Department of Transportation (MDOT)

**Supplier:** Unknown

**Contract#:** 3180000563

**Term:** Unknown

**Commodities:** Herbicides: Dergio, Method 240SL, Esplanade 200 SC

**Total Value:** \$100,000.00 (estimated)

**Summary of Request:** MDOT completed a Reverse Auction for different types of herbicides and a multi award bid was approved at the October 3, 2018 PPRB meeting. MDOT is requesting exemption from the Reverse Auction process for the procurement of three (3) specific herbicides that were not included in this prior Reverse Auction. The manufacturer, Bayer, holds dealers to contractual pricing restrictions due to patents on these herbicides. A Reverse Auction would be awarded to whomever entered the first bid as it does not allow for a tie scenario. As a result, MDOT believes the competitive sealed bidding process should be utilized to procure these items.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules and regulations and legal requirements by DFA staff. Based on the information submitted by the agency, we ask that the Board approve this exemption and the use of competitive sealed bidding for the procurement.

**Action:** A motion was made by Mr. Morehead to approve the staff recommendation as presented. The motion was seconded by Ms. Malatesta and unanimously approved by all members present.

## **B. Consideration of Awards for Governing Authorities Receiving Exemptions**

### **1. Requesting Governing Authority:** Harrison County

**Supplier:** Land Shaper, Inc.

**Term:** June 30, 2019 and/or until a new contract is accepted

**Total Value:** Unknown

**Summary of Request:** Harrison County was granted an exemption from Reverse Auction at the September 11, 2018 PPRB meeting. They advertised for competitive sealed bids for Asphalt milling and tack. One bid was received and they are requesting to award to Land Shaper, Inc.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules and regulations and legal requirements by DFA staff. Based on the information submitted by the county, we ask that the Board approve this contract.

**Action:** A motion was made by Ms. Wray to approve the staff recommendation as presented. The motion was seconded by Mr. Belk and unanimously approved by all members present.

### **2. Requesting Governing Authority:** City of Hattiesburg

**Supplier:** Allied Universal

**Term:** Unknown

**Total Value:** \$133,718.00

**Summary of Request:** The City of Hattiesburg was granted an exemption from Reverse Auction at the August 1, 2018 PPRB meeting. They advertised for competitive sealed bids for chlorine gas and sulfur dioxide. Two bids were received from Allied Universal and DPC Enterprises. They are requesting to award to the vendor with the lowest price, which is Allied Universal.

**Staff Recommendation:** This request has been reviewed for compliance and has been

determined to comply with all rules and regulations and legal requirements by DFA staff. Based on the information submitted by the city, we ask that the Board approve this contract.

**Action:** A motion was made by Ms. Wray to approve the staff recommendation as presented. The motion was seconded by Mr. Morehead and unanimously approved by all members present.

#### **C. Consideration of Awards for State Agencies Receiving Exemptions**

1. **Requesting Agency:** Mississippi Department of Transportation (MDOT)

**Supplier:** Compass Minerals, A&R Farm and Garden, Mattox Feed

**Contract#:** 8900000921, 8900000931, 8900000932

**Term:** Ten (10) months and thirteen (13) days, 11/7/2018 - 9/30/2019

**Total Value:** \$575,000.00 (\$225,000.00, 175,000.00, \$175,000.00)

**Summary of Request:** MDOT requested and was approved exemption from the Reverse Auction process for the procurement of rock salt at the July 11, 2018 PPRB meeting. This was determined the best option throughout the state to treat roadways in a timely fashion at the lowest cost during severe weather. This is a multi-award bid with award to the lowest vendor price per item. Three (3) responses were received with no protests. MDOT wishes to award to all three (3) vendors based on the lowest bid per item that meet specifications and delivery requirements.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules and regulations and legal requirements by DFA staff. Based on the information submitted by the agency, we ask that the Board approve this contract.

**Action:** A motion was made by Mr. Morehead to approve the staff recommendation as presented. The motion was seconded by Ms. Wray and unanimously approved by all members present.

#### **D. Consideration of State Agency Contracts for Board Action**

1. **Requesting Agency:** Mississippi Department of Marine Resource (DMR)

**Supplier:** Gerald Robert Forte, B&W Seafood LLC, Crystal Seas Seafood LLC., Bayou Caddy Fisheries, Inc.

**Contract#:** 8900000926, 8900000927, 8900000928, 8900000929

**Term:** Twelve (12) months, 11/8/2018 – 11/7/2019

**Total Value:** \$1,984,000.00 (\$496,000.00 per vendor)

**Summary of Request:** DMR is requesting contracts for the purchase of live oysters from qualified Mississippi oyster dealer/processors to ensure preservation and protection of the oysters. Live animals are exempt from the competitive bidding process under section 31-7-13(m), Mississippi Code of 1972. The live oysters will be relayed from the Eastern Mississippi Sound to various areas in the Western Mississippi Sound. The oysters need to be relocated to a more favorable environment for sustainability. The total spend may be as low as \$603,648.00 based on estimates of under 19,000 sacks. DMR is not able to determine in advance the cost for each contract as it can only be determined after the work is completed. The purpose of a higher total award value is to ensure that if more oysters are

discovered than the estimate, it will allow for their relocation as time would be of the essence to ensure their survival. DMR has contacted all dealer/processors who are eligible under the NOAA Bonnet Carre Disaster Grant funding and these agreements are with each vendor willing to participate.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules and regulations and legal requirements by DFA staff. Based on the information submitted by the agency, we ask that the Board approve this contract.

**Action:** A motion was made by Ms. Wray to approve the staff recommendation as presented. The motion was seconded by Mr. Belk and unanimously approved by all members present.

**2. Requesting Agency:** Mississippi Department of Marine Resource (DMR)

**Supplier:** Maverick Boat Group, Inc.

**Contract#:** 8200041042

**Term:** Twelve (12) months, 9/12/2018 – 9/11/2019

**Total Value:** \$124,261.73 (previous \$138,006.73)

**Summary of Request:** DMR requested and was approved exemption from Reverse Auction at the May 2, 2018 PPRB meeting for the purchase of (1) 32 to 37 foot fiberglass stepped hull vessel. The contract was awarded to Maverick Boat Group and approved at the September 11, 2018 PPRB meeting, in the amount of \$138,006.73. This included the cost of rigging the craft for Yamaha motors but not the motors themselves. DMR is seeking approval for an amendment that lowers the cost of the currently approved contract while also allowing the craft to be ready for use at an earlier date and save cost on the purchase of motors. Since the time of the contract, Yamaha motors has fallen behind on production and is not able to provide the motors until late spring. DMR has obtained quotes to have the vessel rigged and outfitted for the same horsepower motors from Suzuki that will provide a cost savings of \$13,745.00 on the current contract by removing the rigging for Yamaha motors and allow the Agency to purchase the alternative Suzuki motors. This will allow the vessel to be ready for use by the end of December, as Suzuki has no backlog of production. DMR requests this amendment as it serves the Agencies and States best interests fiscally and for public safety as DMR will have the craft ready for use at an earlier date.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules and regulations and legal requirements by DFA staff. Based on the information submitted by the agency, we ask that the Board approve this contract.

**Action:** A motion was made by Mr. Belk to approve the staff recommendation as presented. The motion was seconded by Mr. Morehead and unanimously approved by all members present.

**3. Requesting Agency:** University of Mississippi Medical Center (UMMC)

**Supplier:** Gray Daniels Ford

**Contract #:** 8900000940

**Term:** One Time Purchase with Trade in of Existing Equipment

**Total Value:** Four (4) Ford Police Interceptors (\$44,936.00), Trade-In of Seven (7) Various Vehicles (\$44,500.00)

**Summary of Request:** UMMC requests a deviation from section 8.101.01.2 of the Mississippi Procurement Manual. UMMC traded in (7) vehicles and purchased (4) vehicles from state contract. This is not allowed per Section 8.101.01.2 of the Procurement Manual and UMMC failed to solicit bids for the trade-in of the used vehicles as required by regulation 8.101.01. Section 8.101.01.2 states, “[i]t 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.” UMMC assured us that they have taken steps to ensure that regulations regarding fleet and procurement policies will be followed in the future and that the UMMC staff and leadership have been educated properly.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to deviate from rules and regulations and/or legal requirements by DFA staff.

**Action:** A motion was made by Mr. Morehead to acknowledge the actions taken and forward the Agenda Item IV.B.3 to the State Auditor’s office or to the PEER Committee to be reviewed. The motion was seconded by Mr. Belk and approved by a majority of the members present.

**E. OPTFM Staff Approvals reported to the Board**

OPTFM Staff Approvals (September 21, 2018 – October 29, 2018) are attached to these Minutes as **Attachment B**.

**a. Emergency Purchases**

Emergency Purchase Approvals are attached to these Minutes as **Attachment C**.

**b. Sole Source Purchases**

Sole Source Purchase Approvals are attached to these Minutes as **Attachment D**.

**F. OPTFM Director’s Report**

*Mr. Campbell discussed the educational sessions that OPTFM staff led or were part of at the MAGPPA Conference, October 22 – 24, 2018.*

*A five-minute recess was taken prior to the presentation of Item V.*

**V. DFA Bureau of Building, Grounds, and Real Property Management (BOB/RPM)**

**A. Consideration of Contracts for Board Action**

## **B. BOB Staff Approvals Reported to the Board**

BOB Staff Approvals are attached to these Minutes as **Attachment E**.

## **C. BOB Director's Report**

*Mr. Sibley gave a presentation on a Supreme Court ruling (No. 2017-CA-00008-SCT Hemphill Construction Co., Inc. v City of Clarksdale, MS) which determined that additional funds cannot be added after bid time in order to award a construction contract. The options due to this ruling are (1) to negotiate with the low bid if not over 10% above allocated funds or (2) to re-bid. The BOB is trying to notify agencies with projects under their purview of this ruling and to maximize construction funds allocated in a project before bid day to make sure the projects can be awarded after bidding. BOB is hopeful the legislature will clarify construction bid law during the next legislative session.*

## **D. RPM Succeeding Leases**

### **1. Requesting Agency: Mississippi Office of Medicaid**

**Lease #:** 515-421-23B

**Lessor:** H & L Properties, LLC.

**Term:** 12/01/2018-11/30/2023

**Total Yearly Cost:** \$77,385.00

**Cost PSF:** \$10.50 Utilities + Janitorial

**Previous Cost PSF:** \$10.50 Utilities + Janitorial

**Federal Funds:** 50%

**Square Footage Proposed:** 7,370

**Previous Square Footage:** 7,370

**Address of Property:** 805 West Park Avenue, Greenwood, MS.

**Purpose of Lease:** This request is for office space for the Regional Office for Medicaid.

**Note:** This is a five (5) year lease with no renewals.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.

**Action:** A motion was made by Ms. Wray to approve the staff recommendation as presented. The motion was seconded by Mr. Morehead and unanimously approved by all members present.

### **2. Requesting Agency: Mississippi Department of Corrections**

**Lease #:** 170-381-19A

**Lessor:** Sarah Springer

**Term:** 11/01/2018-10/31/2019

**Total Yearly Cost:** \$25,800.00

**Cost PSF:** \$8.36 Utilities + Janitorial

**Previous Cost PSF:** \$8.36 Utilities + Janitorial

**Federal Funds:** 0%

**Square Footage Proposed:** 3,086

**Previous Square Footage:** 3,086

**Address of Property:** 1920 6<sup>th</sup> Street, Meridian, MS.

**Purpose of Lease:** This request is for office space for the Parole and Probation Office of Lauderdale County.

**Note:** This is a one (1) year lease with no renewals. Lessee agrees to give written notice to Lessor at least ninety days prior to the expiration of this lease should the lessee decide not to extend said lease beyond October 31, 2019. MDOC also asks for retroactive approval of 11/01/2018.

**Staff Recommendation:** Upon the granting of retroactive approval by PPRB this lease request will comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the retroactive approval of this lease.

**Action:** A motion was made by Ms. Wray to approve the staff recommendation as presented. The motion was seconded by Mr. Belk and unanimously approved by all members present.

#### **E. RPM Non-Competitive Leases (Exempt from Competition)**

**1. Requesting Agency:** Mississippi Forestry Commission

**Lease #:** 330-264-23B

**Lessor:** City of West, MS

**Term:** 12/01/2018-11/30/2023

**Total Yearly Cost:** \$9,600.00

**Previous Yearly Cost:** \$4,800.00

**Cost PSF:** \$1.92 Utilities + Janitorial

**Previous Cost PSF:** \$1.68 Utilities + Janitorial

**Federal Funds:** 0%

**Square Footage Proposed:** 5,000

**Previous Square Footage:** 2,856

**Address of Property:** 25225 Highway 51, West, MS.

**Purpose of Lease:** This is a five (5) year lease with no renewals.

**Note:** The City of West has agreed to mutually end the present lease contract 330-264-23A and has made a new location available that will accommodate the inside storage needs and the outside storage needs of larger tractor trailer equipment requirements. The security of this location is also much better than where the equipment was previously stored. The new location will be primarily used for storage, but will also have two offices for administrative duties. The equipment that requires being stored inside is presently being stored at the private residences of the employees. This is due to the large amount of theft that has taken place at previous locations. Due to the large need for storage versus office requirements, Mississippi Forestry Commission asks PPRB for a waiver of the Space Utilization Requirement. Space Utilization is 571 square feet per employee at this time.

**Staff Recommendation:** Upon the granting of the Space Utilization Waiver by PPRB this lease request will have complied with all rules, regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.



**Action:** A motion was made by Mr. Belk to approve the staff recommendation as presented. The motion was seconded by Ms. Malatesta and unanimously approved by all members present.

**2. Requesting Agency:** Mississippi Department of Rehabilitation Services

**Lease #:** 725-454-19A

**Lessor:** Titan Development Company, LLC.

**Term:** 09/01/2018-08/30/2019

**Total Yearly Cost:** \$15,300

**Cost PSF:** \$8.50 Inclusive

**Previous Cost PSF:** N/A

**Federal Funds:** 100%

**Square Footage Proposed:** 1,800

**Previous Square Footage:** N/A

**Address of Property:** 644 Church Road, Madison, MS.

**Purpose of Lease:** This request is for storage to house the items that came out of the Addy McBryde Building.

**Note:** This is a month to month storage lease not to exceed 12 months with no renewals. Mississippi Department of Rehabilitation Services ask PPRB for retroactive approval.

**Staff Recommendation:** Upon the granting of the retroactive approval by PPRB this lease request will comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the retroactive approval of this lease.

**Action:** A motion was made by Mr. Belk to approve the staff recommendation as presented. The motion was seconded by Ms. Wray and unanimously approved by all members present.

**F. RPM Competitive Leases**

**1. Requesting Agency:** Mississippi Department of Revenue

**Lease #:** 800-431-24A

**Lessor:** Sunray Investments, LLC.

**Term:** Base Years 01/01/2019-12/31/2024

**Total Yearly Cost:** \$23,808.00

**Cost PSF:** \$12.00 Utilities + Janitorial

**Previous Cost PSF:** N/A

**Federal Funds:** 0%

**Square Footage Proposed:** 1,984

**Previous Square Footage:** N/A

**Address of Property:** 912 Brookway Blvd., Brookhaven, MS.

**Purpose of Lease:** This request is for office space for the Mississippi Department of Revenue Area Office.

**Note:** This lease was advertised and the lower of the two responses was selected. This is a six (6) year base lease with two (2) renewals of two (2) years each.

**Options to Renew**

**Renewal #1:** 01/01/2025-12/31/2027 @ \$24,800.04 or \$12.50 Utilities + Janitorial

**Renewal #2:** 01/01/2028-12/31/2030 @ \$25,692.84 or \$12.95 Utilities + Janitorial

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.

**Action:** A motion was made by Mr. Morehead to approve the staff recommendation as presented. The motion was seconded by Ms. Malatesta and unanimously approved by all members present.

**2. Requesting Agency:** Ellisville State School

**Lease #:** 534-641-23A

**Lessor:** Calem, LLC.

**Term:** 01/01/2019-12/31/2023

**Total Yearly Cost:** \$20,400.00

**Cost PSF:** \$8.50 Utilities + Janitorial

**Previous Cost PSF:** N/A

**Federal Funds:** 0%

**Square Footage Proposed:** 2,400

**Previous Square Footage:** N/A

**Address of Property:** 720B 3<sup>rd</sup> Street SW, Magee, MS.

**Purpose of Lease:** This lease will be the Magee Home and Community Based Waiver Support Center.

**Note:** This is a five (5) year lease with no renewals. This lease was advertised and the lower of the two responses was selected.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.

**Action:** A motion was made by Ms. Wray to approve the staff recommendation as presented. The motion was seconded by Mr. Morehead and unanimously approved by all members present.

**3. Requesting Agency:** Mississippi Department of Employment Security

**Lease #:** 260-572-21A

**Lessor:** Pooley Rentals, LLC,

**Term:** 12/01/2018-12/31/2021

**Total Yearly Cost:** \$62,000.00

**Cost PSF:** \$10.88 Utilities + Janitorial

**Previous Cost PSF:** N/A

**Federal Funds:** 100%

**Square Footage Proposed:** 5,700

**Previous Square Footage:** N/A

**Address of Property:** 1400 A Harrison Avenue, McComb, MS.

**Purpose of Lease:** This request is for office space that will house the WIN Job Center for the McComb area.

**Note:** This is a three (3) year lease with no renewals. Mississippi Department of Employment Security advertised three times for this lease. On the third advertisement, Mississippi

Department of Employment Security received two responses. One of those responses had asbestos in the building and was considered non-responsible. Mississippi Department of Employment Security selected the second of the two offerings. This location must be renovated to meet the needs of the Mississippi Department of Employment Security. An attachment to the contract in the form of Exhibit "A" list the renovations that must be made prior to the agency taking occupancy. *Please see detailed information concerning exhibit A in the linked contract.*

RPM Standard Lease Agreement and Exhibit A are attached to these Minutes as **Attachment F**.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.

**Action:** A motion was made by Mr. Morehead to approve the staff recommendation as presented. The motion was seconded by Mr. Belk and unanimously approved by all members present.

**4. Requesting Agency:** Mississippi Bureau of Narcotics

**Lease #:** 580-361-23A

**Lessor:** Heritage Developments, LLC.

**Term:** 01/01/2019-12/31/2023

**Total Yearly Cost:** \$51,275.00

**Cost PSF:** \$17.50 Inclusive

**Previous Square Footage:** N/A

**Federal Funds:** 0%

**Square Footage Proposed:** 2,930

**Previous Square Footage:** N/A

**Address of Property:** 312 Heritage Drive, Oxford, MS.

**Purpose of Lease:** This request is for space that will house the drug enforcement activities of the Oxford District Office/ Mississippi Bureau of Narcotics. Activities include but are not limited to weekly meetings, investigating criminal drug activity, and compiling evidence for successful prosecution. It also includes the temporary storage of evidence.

**Note:** This is a five (5) year lease with no renewals. Mississippi Bureau of Narcotics advertised and received three responses. Mississippi Bureau of Narcotics selected their current landlord's offer. Two of the responses offered property with too much square footage. Therefore, the total overall cost would be more annually than the current location. In selecting the current location there would not be any moving expenses associated with the new lease. The building selected is also occupied by the Drug Enforcement Administration. This building is also dedicated as a law enforcement facility.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.

**Action:** A motion was made by Ms. Wray to approve the staff recommendation as presented. The motion was seconded by Ms. Malatesta and unanimously approved by all members present.

5. **Requesting Agency:** Mississippi Department of Human Services  
**Lease #:** 865-251-39A  
**Lessor:** Hertz Jackson City Centre, LLC.  
**Term:** 01/01/2019-12/31/2039  
**Total Yearly Cost:** \$1,251.064.00  
**Cost PSF (first year):** \$8.00 Inclusive. *Graduate cost increases are included in this contract. Please see linked contract for specific details.*  
**Previous Cost PSF:** N/A  
**Federal Funds:** 0%  
**Square Footage Proposed:** 136,231  
**Address of Property:** 200 South Lamar, Jackson, MS.  
**Purpose of Lease:** This request is for space that will house the Mississippi Department of Human Services.  
**Note:** This lease was advertised and two responses were received. The agency used a scoring system that gave different values and weights to the offers per the RLP (Request for Lease Proposal). This lease was awarded to Hertz Jackson City Centre, LLC. based on the scoring system. No protest was received from the other bidder. This is a 20 year base lease with two (2) renewals of five (5) years each. The base lease includes a graduate lease rate that ranges from \$8.00 PSF to \$16.50 PSF. Mississippi Department of Human Services asks PPRB for a waiver of the Space Efficiency Allowance. The Space Efficiency is 347 square feet per employee.

Standard Lease Agreement, Exhibit A with graduate cost increases, diagram, and fourth amendment to original lease are attached to these Minutes as **Attachment G**.

**Staff Recommendation:** Upon granting the waiver for the Space Efficiency Allowance the lease request will comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.

**Action:** A motion was made by Ms. Wray to approve the staff recommendation as presented. The motion was seconded by Mr. Belk and unanimously approved by all members present.

#### **G. RPM Amended Lease**

1. **Requesting Agency:** Mississippi Division of Medicaid  
**Lease #:** 515-381-23A  
**Lessor:** Allred Investments, LLC.  
**Term:** 12/01/2018 - 11/30/2023  
**Total Yearly Cost:** \$63,750.00  
**Cost PSF:** \$8.50 Utilities + Janitorial  
**Previous Square Footage:** \$8.50 Utilities and Janitorial  
**Federal Funds:** 50%  
**Square Footage Proposed:** 7,500  
**Previous Square Footage:** 7,500  
**Address of Property:** 3848 Highway 45 North, Meridian, MS.

**Purpose of Lease:** This request is an amendment to extend the present leased office space for the Medicaid office in Lauderdale County.

**Note:** This is a five (5) year extension amendment to a current lease with no renewals. Due to the substantial repairs being made to the building after being hit by a tornado in April 2018. The Mississippi Division of Medicaid decided to advance their schedule for this office's renovation. All of the Medicaid offices are being refurbished into an open office plan throughout the state. This office was scheduled for the same renovation at the end of their current lease ending December 31, 2020. The Mississippi Division of Medicaid decided to take advantage of the construction/repair work being presently performed in order to request the removal of unwanted walls and partitions. Doing the procurement and rearranging of cubicles now in concert with the repairs will save on down time in the future. The landlord also agreed to keep the lease rate the same during the amended period.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.

**Action:** A motion was made by Mr. Morehead to approve the staff recommendation as presented. The motion was seconded by Mr. Belk and unanimously approved by all members present.

**2. Requesting Agency:** Mississippi Department of Health

**Lease #:** 390-421-19A

**Lessor:** T3M Enterprises, LLC

**Term:** 12/30/2018-09/29/2019

**Total Yearly Cost:** \$25,450.08

**Cost PSF:** \$7.47 Utilities + Janitorial

**Previous Cost PSF:** \$8.36 + Janitorial

**Federal Funds:** 100%

**Square Footage Proposed:** 3,409

**Previous Square Footage:** 3,409

**Address of Property:** 522 West Park Avenue, Suite P&O, Greenwood, MS.

**Purpose of Lease:** This lease request is for offices for the Mississippi Department of Health Collaborative Project in Greenwood, MS.

**Note:** This is an amendment to an existing lease adding nine (9) months to the lease term.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.

**Action:** A motion was made by Ms. Wray to approve the staff recommendation as presented. The motion was seconded by Mr. Morehead and unanimously approved by all members present.

**3. Requesting Agency:** Mississippi Department of Human Services

**Lease #:** 865-251-31A

**Lessor:** Madated, LLC.

**Term:** 01/01/2008 thru 12/31/2031

**Total Yearly Cost:** Year one: \$2,307,188.00, Year two (2) thru eleven (11): \$2,074,188.00  
**Cost PSF:** Year one (1): \$13.16 Utilities + Janitorial, Year two (2) thru eleven (11): \$11.83 Utilities + Janitorial  
**Federal Funds:** 0%  
**Square Footage Proposed:** 175,333  
**Address of Property:** 750 North State Street, Jackson, MS.  
**Purpose of Lease:** DHS/CPS offices  
**Note:** Please see linked exhibit "A" for improvements and additional modification to the lease.

**Staff Recommendation:** MDHS and RPM requests Agenda Item V.G.3 be tabled until December 5, 2018.

#### **H. RPM Correction**

**1. Requesting Agency:** Mississippi Department of Employment Security

**Lease #:** 260-061-18A-R

**Lessor:** May's Wholesale Dry Good Company

**Term:** 01/14/2014 - 12/31/2019

**Total Yearly Cost:** \$26,760.00

**Cost PSF:** \$6.00 Utilities + Janitorial

**Address of Property:** 119 North Commerce Drive, Cleveland, MS.

**Purpose of Lease:** This location has housed the WIN Job Center for the Cleveland area.

**Nature of Correction:** On November 6, 2013 PPRB originally approved this lease with the expiration date to take effect December 31, 2018. In anticipation of renewing the lease Mississippi Department of Employment Security noticed that the actual lease contract had an expiration date of December 31, 2019. In order to rectify the discrepancy, Mississippi Department of Employment Security is asking PPRB to extend the lease by one year. RPM concurs with Mississippi Department of Employment Security with the reconciliation of the dates and the one (1) year extension

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.

**Action:** A motion was made by Mr. Belk to approve the staff recommendation as presented. The motion was seconded by Ms. Wray and unanimously approved by all members present.

#### **I. RPM Director's Report (listed incorrectly as G on the agenda)**

*Mr. Adams reported on the importance of being proactive on notification of upcoming lease.*

#### **VI. DFA Office of Personal Service Contract Review (OPSCR)**

##### **A. Petitions for Relief from Competitive Sealed Bidding**

*Ms. Walton stated there were no Petitions for Relief to report.*

## **B. Consideration of Contracts for Board Action**

### **1. Requesting Agency: Veterans Affairs Board**

**Supplier:** Healthcare Services Group

**Contract #:** 8200042720

**Term:** 12/06/2018 – 12/05/2020

**Total Value:** \$10,000,000.00

**New**

**\$10,000,000.00**

**Summary of Request:** The term of the contract is two years with one optional one-year renewal. The contractor will provide food services at the State Veterans Homes in Collins, Jackson, Kosciusko, and Oxford. The contractor was selected through an RFP with one respondent. One post award vendor debriefing was requested and held. The daily price per resident is \$23.00 subject to increase based on decreases in the average census and decrease based on increases in the average census. The agency requests an exception to 3-202.06.4 of the PPRB OPSCR Rules and Regulations for failure to comply with the advertisement requirement to publish once each week for two consecutive weeks in the county or municipality in which the agency is located and for failure to publish on the Mississippi Contract/Procurement Opportunity Search Portal for thirty (30) days. Although the advertisement was published only once in the county or municipality in which the agency is located, the advertisement was correctly published in two other newspapers within the state and the solicitation was posted to the procurement portal, but for less than thirty (30) days; therefore, OPSCR staff does not have concerns regarding the competitiveness of this procurement. Confirmation from the Bond Advisory Division must be received from the agency prior to processing the contract.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and, upon granting of the exception to Section 3-202.06.4, will comply with OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract as requested contingent upon receipt of confirmation from the Bond Advisory Division.

**Projected Budget for Life of the Contract:** \$15,000,000.00

**Action:** A motion was made by Ms. Wray to approve the staff recommendation as presented. The motion was seconded by Mr. Morehead and unanimously approved by all members present.

### **2. Requesting Agency: Mississippi Division of Medicaid**

**Supplier:** Medical Transportation Management, Inc.

**Contract #:** 86845/8200007428

**Term:** 03/01/2014 - 01/31/2019

**Total Value:** [REDACTED]

**Renewal**

**Summary of Request:** The original term of the contract was three years, four months with two optional renewals not to exceed a five-year contract term. Amendment Four has been submitted to renew the contract for one month until the operational phase for the new contract 8200041083 begins with the incumbent vendor on February 1, 2019. This renewal is allowable as DOM has two months remaining that were not exercised as part of the second renewal. The contractor develops and operates a non-emergency transportation (hereinafter "NET")

brokerage program. This NET service includes, but is not limited to, authorization, coordination, scheduling, management, and reimbursement. Based on an estimated participant population of 121,549, the price per beneficiary per month associated with Amendment Four remains at [REDACTED]. Amendment Four also updates the Entire Agreement, Contract Price, E-Payment, Representation Regarding Gratuities, Procurement Regulations, Stop Work Order, and Term of the Contract clauses and adds the Approval clause. All other terms and conditions of the original contract remain the same. This contract is subject to a protective order entered into by the Hinds County Chancery Court on December 27, 2013 to protect from release confidential commercial and financial information and/or trade secrets with regard to any contract and amendment resulting from RFP #20130802 and RFP #20130802-1. Further, the PSCRB approved DOM's exception request to not include the Trade Secrets, Commercial and Financial Information clause to the contract as was required in PSCRB Rules and Regulations Appendix C, due to the protective order.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and complies with OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract renewal as requested.

**Projected Budget for Life of the Contract:** [REDACTED]

**Action:** A motion was made by Mr. Morehead to approve the staff recommendation as presented. The motion was seconded by Mr. Belk and unanimously approved by all members present.

**3. Requesting Agency:** Mississippi Division of Medicaid

**Supplier:** eQHealth Solutions, Inc.

**Contract #:** 8200021941

**Term:** 12/01/2015 – 11/30/2019

**Total Value:** \$1,880,216.00

**Renewal**  
**\$490,087.00**

**Summary of Request:** The original term of the contract remains three years with two optional one-year renewals. Amendment One has been submitted to renew the contract for one year. This is the first of two optional one-year renewals allowed by the original contract. The contractor provides utilization management and quality improvement organization services for Imaging Services. The contractor conducts prior authorization and repayment review of all claims for non-emergency, outpatient advanced imaging studies including, but not limited to, hospital outpatient, free standing clinics, and private physician offices covered under the DOM program. The contractor was originally selected through an RFP with three respondents. One post award vendor debriefing was requested and held. The original contract was statutorily approved at the November 17, 2015 PSCRB meeting. Amendment One also updates the Entire Agreement, Period of Performance, Cost for Services, E-Payment, PayMode, Procurement Regulations, Stop Work Order, Termination for Default, Termination for Convenience, Termination upon Bankruptcy, Availability of Funds, Applicable Law, E-Verification, Representation Regarding Gratuities, Transparency, Modifications, and Compliance with Laws clauses; and adds the Approval and Trade Secrets, Commercial and Financial Information clauses.



**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and complies with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract renewal as requested.

**Projected Budget for Life of the Contract:** \$2,385,006.00

**Action:** A motion was made by Mr. Belk to approve the staff recommendation as presented. The motion was seconded by Ms. Wray and unanimously approved by all members present.

**4. Requesting Agency:** Mississippi Department of Corrections

**Supplier:** Superior Protection Services, Inc. d/b/a Advert Group, USA

**Contract #:** 8200042472

**Term:** 12/01/2018 – 11/30/2020

**Total Value:** \$6,067,776.00

**New**

**\$6,067,776.00**

**Summary of Request:** The term of the contract is two years with two optional one-year renewals. The contractor will provide uniformed armed and unarmed security guard protection services for outpatient clinic visits and hospitalized state prisoners. The rate for armed and unarmed guards is the same, \$14.96 per hour. The contractor was selected through an RFP with three respondents. One post award vendor debriefing was requested and held.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and complies with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract as requested

**Projected Budget for Life of the Contract:** \$12,135,552.00

**Action:** A motion was made by Mr. Morehead to approve the staff recommendation as presented. The motion was seconded by Mr. Belk and unanimously approved by all members present.

*Items VI.B.5 through VI.B.7 were presented and voted together.*

**5. Requesting Agency:** Mississippi State Hospital

**Supplier:** Infiniti Healthcare Services, LLC

**Contract #:** 8200042407

**Term:** 12/17/2018 - 12/16/2021

**Total Value:** \$4,587,336.00

**New**

**\$4,587,336.00**

**Summary of Request:** The term of the contract is three years with no renewal. The contractor will provide temporary certified nursing assistants, registered nursing and/or licensed practical nursing services to the Mississippi State Hospital Inpatient Service Division, Jaquith Nursing Home Division and Whitfield Medical Surgical Division. The contractor was selected through an IFB with fifteen respondents, of which seven were deemed non-responsive or non-responsible for deficient references or failure to provide a contact person available twenty-four hours daily as needed for communication with MSH Divisions. Five vendors received contracts, two contracts did not meet the OPSCR PPRB threshold, but contracts were awarded for each location and nursing service category. Proof of the regulatory board's approval

(Mississippi Board of Mental Health) must be received from the agency prior to processing the contract. This Board meets on November 15, 2018.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and complies with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract as requested contingent upon proof of regulatory board approval.

**Projected Budget for Life of the Contract:** \$4,587,336.00

6. **Requesting Agency:** Mississippi State Hospital

**Supplier:** Precision Healthcare, LLC

**Contract #:** 8200042406

**Term:** 12/17/2018 - 12/16/2021

**Total Value:** \$1,981,973.22

**New**

**\$1,981,973.22**

**Summary of Request:** The term of the contract is three years with no renewal. The contractor will provide temporary certified nursing assistants, registered nursing and/or licensed practical nursing services to the Mississippi State Hospital Inpatient Service Division, Jaquith Nursing Home Division and Whitfield Medical Surgical Division. The contractor was selected through an IFB with fifteen respondents, of which seven were deemed non-responsive or non-responsible for deficient references or failure to provide a contact person available twenty-four hours daily as needed for communication with MSH Divisions. Five vendors received contracts, two contracts did not meet the OPSCR PPRB threshold, but contracts were awarded for each location and nursing service category. Proof of the regulatory board's approval (Mississippi Board of Mental Health) must be received from the agency prior to processing the contract. This Board meets on November 15, 2018.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and complies with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract as requested contingent upon proof of regulatory board approval.

**Projected Budget for Life of the Contract:** \$1,981,973.22

7. **Requesting Agency:** Mississippi State Hospital

**Supplier:** Statewide Healthcare Services, LLC d/b/a Oxford Healthcare

**Contract #:** 8200042408

**Term:** 12/17/2018 - 12/16/2021

**Total Value:** \$240,136.40

**New**

**\$240,136.40**

**Summary of Request:** The term of the contract is three years with no renewal. The contractor will provide temporary certified nursing assistants, registered nursing and/or licensed practical nursing services to the Mississippi State Hospital Inpatient Service Division, Jaquith Nursing Home Division and Whitfield Medical Surgical Division. The contractor was selected through an IFB with fifteen respondents, of which seven were deemed non-responsive or non-responsible for deficient references or failure to provide a contact person available twenty-four hours daily as needed for communication with MSH Divisions. Five vendors received contracts, two contracts did not meet the OPSCR PPRB threshold, but contracts were awarded

for each location and nursing service category. Proof of the regulatory board's approval (Mississippi Board of Mental Health) must be received from the agency prior to processing the contract. This Board meets on November 15, 2018.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and complies with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract as requested contingent upon proof of regulatory board approval.

**Projected Budget for Life of the Contract:** \$240,136.40

**Action:** A motion was made by Mr. Morehead to approve the staff recommendations as presented. The motion was seconded by Ms. Wray and unanimously approved by all members present.

**8. Requesting Agency:** Mississippi Department of Employment Security

**Supplier:** TempStaff, Inc.

**Contract #:** 8200015553

**Term:** 01/01/2015-12/31/2019

**Total Value:** \$12,000,000.00

**Renewal**

**\$2,000,000.00**

**Summary of Request:** The original term of the contract was four years with one optional one-year renewal. Renewal /Modification One exercises the one optional renewal allowed by the original contract. The contractor provides temporary workers on an as needed basis to all agency locations throughout the State. The agency notifies the contractor of a staffing need, and the contractor is paid a 26.5 percent markup on the hourly rate. The contractor was originally selected through an RFP. The original contract was approved at the December 16, 2014 PSCRB meeting. Renewal/Modification One also updates the Representation Regarding Gratuities, Compliance with Laws, Transparency, Modification or Amendment, Procurement Regulations, Stop Work Order, E-Payment, E-Verification, Paymode, Contract Documents, and Approval clauses and adds the Termination Upon Bankruptcy and Trade Secrets, Commercial and Financial Information clauses. All other terms and conditions of the original contract remain the same.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and complies with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract renewal as requested.

**Projected Budget for Life of the Contract:** \$12,000,000.00

**Action:** A motion was made by Ms. Wray to approve the staff recommendation as presented. The motion was seconded by Mr. Belk and unanimously approved by all members present.

**9. Requesting Agency:** Mississippi Department of Health

**Supplier:** Southern Research Group, Inc.

**Contract #:** 8200035868

**Term:** 01/01/2019 to 12/31/2019

**Modification**

**Total Value:** \$495,000.00

**\$211,200.00**

**Summary of Request:** The term of the contract remains two years with one optional one-year renewal. Modification Two has been submitted to increase the cost per completed surveys from \$47.30 to \$48.45 for the renewal approved at the September 11, 2018 PPRB meeting. The vendor's proposal allowed for annual incremental increases. The contractor collects random sample telephone survey data related to health risk factors and disease conditions for the adult population in Mississippi via the Behavioral Risk Factor Surveillance System Survey and the Zika Virus Call-Back Survey. All other terms and conditions of the original contract remain the same.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and complies with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract renewal with the amended term beginning date (01/01/2018 to 01/01/2019) as requested.

**Projected Budget for Life of the Contract:** \$706,200.00

**Action:** A motion was made by Mr. Morehead to approve the staff recommendation as amended (term beginning date was changed from 01/01/2018 to 01/01/2019). The motion was seconded by Ms. Malatesta and unanimously approved by all members present.

**10. Requesting Agency:** DMH-Central Mississippi Residential Center

**Supplier:** TPCS, Inc. (Dr. Nunilon Thomas, MD)

**Contract #:** 8200042398

**Term:** 11/16/2018 – 06/30/2021

**Total Value:** \$554,000.00

**New**

**\$554,000.00**

**Summary of Request:** The term of the contract is two (2) years, seven (7) months and fifteen (15) days with two optional one-year renewals. The contractor will provide psychiatry and geriatric psychiatry services to patients of Central Mississippi Residential Center (CMRC). The contractor was selected through an IFB with one respondent. The rate of pay is \$200.00 per hour and the average work week is 20 hours. Proof of the regulatory board's approval (Mississippi State Board of Mental Health) must be received from the agency prior to processing the contract. This Board meets on November 15, 2018.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and complies with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract as requested contingent upon the agency providing regulatory board approval verification.

**Projected Budget for Life of the Contract:** \$970,000.00

**Action:** A motion was made by Ms. Wray to approve the staff recommendation as presented. The motion was seconded by Mr. Morehead and unanimously approved by all members present.

**11. Requesting Agency:** Mississippi Department of Education

**Supplier:** National Center for the Improvement of Educational Assessment, Inc.

**Contract #:** 8200042426

**Term:** 11/07/2018 – 11/06/2019

**Total Value:** \$223,550.00

**New**  
**\$223,550.00**

**Summary of Request:** The term of the contract is one year with four optional one-year renewals. The contractor will provide a project manager and a Chair to the Mississippi Technical Advisory Committee (hereinafter “TAC”) and will appoint six subject matter experts providing guidance related to public school student assessment and accountability issues to ensure a high quality TAC for the purpose of maintaining compliance with both state and federal law and ensuring our state assessments and accountability system follows best practices and industry standards. The contractor was selected through an RFP with three respondents. Two post-award vendor debriefings were requested and held. The agency requests an exception to Section 3-202.06.4 as the solicitation notice was posted less than thirty days on the Mississippi Contract/Procurement Opportunity Search Portal (hereinafter “Portal”) and not concurrent with the agency website notice. The agency contends the solicitation wasn’t published on the portal until August 24, 2018 due to an unknown MAGIC technical issue which was rectified upon notification of issue. The agency provided a written determination from their Chief Procurement Officer that a shorter portal publication time was deemed necessary to timely award the contract and OPSCR staff does not have concerns regarding the competitiveness of this procurement.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and upon granting exception to Section 3-202.06.4 of the PPRB OPSCR Rules and Regulations, will comply with the PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract as requested.

**Projected Budget for Life of the Contract:** \$1,174,750.00

**Action:** A motion was made by Mr. Belk to approve the staff recommendation as presented. The motion was seconded by Ms. Wray and unanimously approved by all members present.

**12. Requesting Agency:** Mississippi Division of Medicaid

**Supplier:** Carlos A. Latorre, M.D.

**Contract #:** 112575

**Term:** 11/26/2018 – 11/25/2019

**Total Value:** \$242,000.00

**New**  
**\$242,000.00**

**Summary of Request:** The term of the contract is one year with four optional one-year renewals. Dr. Latorre is a contract worker, who will serve as a medical director/physician consultant to the Executive Director for the Division of Medicaid. He is paid \$120.00 per hour not to exceed 2,000 hours annually. The total requested spending authority is \$242,000.00, which includes \$240,000.00 for personal service and \$2,000.00 for travel reimbursement. The contractor was selected through an RFA and was the only respondent.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and complies with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract as requested.

**Projected Budget for Life of the Contract: \$1,210,000.00**

**Action:** A motion was made by Ms. Wray to approve the staff recommendation as presented. The motion was seconded by Mr. Morehead and unanimously approved by all members present.

**13. Requesting Agency:** Mississippi Department of Wildlife, Fisheries and Parks

**Supplier:** Wiregrass Ecological Associates

**Contract #:** 8200038408

**Term:** 05/10/2018- 05/09/2019

**Modification**

**Total Value:** \$149,780.00

**\$0.00**

**Summary of Request:** The original term of the contract remains one year with three optional one-year renewals. Amendment One has been submitted to incorporate the sub-grantee conditions as MDWFP's sub-award from the Mississippi Department of Environmental Quality requires that all conditions be part of any contract funded by the sub-award (Exhibit A) and assigns document priority by updating the Entire Agreement clause. All other terms and conditions of the original contract remain the same. The contractor provides field data collection and inventory services for 12,952 acres on the Ward Bayou Wildlife Management Area in Jackson County, Mississippi. The contractor developed an invasive species management plan based on the data collected. The contractor was originally selected through an IFB. The original contract was approved at the May 2, 2018 PPRB meeting. The contractor is paid \$20.00 per plot for invasive species only plots, \$36.00 per plot for invasive species and timber plots, and \$7,500 for the Ward Bayou Wildlife Management Area Invasive Species Management Plan.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and complies with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract modification as requested.

**Projected Budget for Life of the Contract: \$599,120.00**

**Action:** A motion was made by Mr. Morehead to approve the staff recommendation as presented. The motion was seconded by Ms. Malatesta and unanimously approved by all members present.

**C. Department of Child Protection Services Contracts and Department of Human Services Contracts Useful in Establishing and Operating DCPS for Fiscal Year 2019**

*Neither the Public Procurement Review Board nor OPSCR staff approves Department of Child Protection Services (DCPS) contracts or Department of Human Services (DHS) contracts useful in establishing and operating DCPS. These contracts are reported to the board for consideration of recommendations, but are not subject to OPSCR Rules and Regulations. The implementation of any board recommendations is at the discretion of DHS and/or DCPS. Pursuant to Miss. Code Ann. § 27-104-7(f), the board is not authorized to disapprove any proposed personal service contracts for DCPS or DHS contracts that are useful in establishing and operating DCPS*

**1. DCPS Contract:** Mississippi Department of Child Protection Services

**Supplier:** Social Work PRN

**Contract #:** 8200041797

**Term:** 9/14/2018 to 9/13/2019

**Total Value:** \$2,273,340.00

**Purpose of the Contract:** To continue Mississippi Centralized Intake Services in compliance with federal requirements including a 24-hour hotline to receive abuse/neglect calls. This contract was not competitively bid.

Department of Child Protection Services Contracts and Department of Human Services Contracts Useful in Establishing and Operating DCPS for Fiscal Year 2019 are attached to these Minutes as **Attachment H**.

**D. Emergency Contracts Reported to the Board for Fiscal Year 2019**

*Emergency contracts are reviewed by OPSCR staff for technical compliance upon the written request of the submitting agency. The OPSCR staff will process the contract in MAGIC upon receipt of the contract, and then conduct the requested review and notify the agency of any problems found during the requested review; however, it is the responsibility of the agency to correct any errors. If no written request for review is made by the submitting agency, OPSCR staff will process the contract in MAGIC upon receipt of same, and then conduct a review of the contract for internal auditing purposes. Emergency contracts are presented to the PPRB at its regular meeting and are included in the minutes of said meeting, but no action is required by the PPRB as to these contracts. Any approval in MAGIC or any other state system does not constitute approval of the emergency procurement by the PPRB and is done solely for processing purposes. This provision is not intended to prevent the PPRB from making a report under the statutory authority to audit or to take other action as deemed appropriate.*

**1. Requesting Agency: Mississippi Department of Corrections**

**Supplier:** Superior Protection Services, Inc.

**Contract #:** 8400000923

**Term:** 10/06/2018 – 11/30/2018

**Total Value:** \$410,400.00

**New**

**\$410,000.00**

**Summary of Request:** The contractor provides uniformed armed and unarmed security guard services for outpatient clinic visits and hospitalized state prisoners. The rate for armed and unarmed guards is \$15.00 per hour. The term of the contract is one month and twenty-five days. The contractor was selected through emergency procurement procedures pursuant to Section 3-207 of the PSCRB Rules and Regulations, which states “[i]f the Agency Head... determines... that the delay incident to undertaking a competitive procurement would threaten the health or safety of any person, or the preservation or protection of property, then the Agency Head...may make an emergency procurement.” The agency states the emergency contract is necessary to maintain public safety as MDOC does not have sufficient staff to provide the service.

**2. Requesting Agency: Mississippi Department of Education**

**Supplier:** Margie B. Pulley

**Contract #:** 8400000811

**Term:** 7/01/2018 – 06/30/2019

**Total Value:** \$199,500.00

**Modification**

**\$99,750.00**

**Summary of Request:** Modification One was submitted to extend the contract for six months and add \$99,750.00 in spending authority, for a contract total of \$199,500.00, which is comprised of \$170,000.00 for personal services or \$850.00 per day for 200 days and \$29,500.00 for travel. The contractor serves as the conservator (interim superintendent) responsible for the administration, management, and operation of the Tunica County School District. This independent contractor is a Mississippi Public Employees Retirement System retiree. The contractor was selected through emergency procurement procedures pursuant to Section 3-207 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, which states “[i]f the Agency Head...determines...that the delay incident to undertaking a competitive procurement would threaten the health or safety of any person, or the preservation or protection of property, then the Agency Head...may make an emergency procurement.” The agency contends the extreme emergency situation jeopardizes the safety, security, and educational interest of the children enrolled in the schools in this district and without intervention by the State, it could result in the continuation of an inadequate and unstable educational environment, thereby denying the students of this district the opportunity to learn, to excel, and to obtain a free and appropriate public education. The Governor declared a state of emergency for Tunica County School District on July 9, 2015. Modification One updated the Statement of Work, Compensation and Financial Reports, Budget Narrative, and Priority clauses. All other terms and conditions of the original contract remain the same.

**3. Requesting Agency:** Mississippi Department of Education

**Supplier:** James Johnson-Waldington

**Contract #:** 8400000810

**Term:** 7/01/2018 – 06/30/2019

**Total Value:** \$195,500.00

**Modification  
\$97,750.00**

**Summary of Request:** Modification One was submitted to extend the contract for six months and add \$97,750.00 in spending authority, for a contract total of \$195,500.00, which is comprised of \$170,000.00 for personal services or \$850.00 per day for 200 days and \$25,500.00 for travel. The contractor serves as the conservator (interim superintendent) responsible for the administration, management, and operation of the Leflore County School District. The contractor was selected through emergency procurement procedures pursuant to Section 3-207 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, which states “[i]f the Agency Head...determines...that the delay incident to undertaking a competitive procurement would threaten the health or safety of any person, or the preservation or protection of property, then the Agency Head...may make an emergency procurement.” The agency contends the extreme emergency situation jeopardizes the safety, security, and educational interest of the children enrolled in the schools in this district and without intervention by the State, it could result in the continuation of an inadequate and unstable educational environment, thereby denying the students of this district the opportunity to learn, to excel, and to obtain a free and appropriate public education. The Governor declared a state of emergency for Leflore County School District on September 16, 2013. Modification One updated the Statement of Work, Compensation and Financial Reports, Budget Narrative, and Priority clauses. All other terms and conditions of the original contract remain the same.



An updated report of all emergency contracts reported to the Board for Fiscal Year 2019 is attached to these Minutes as **Attachment I**.

**E. OPSCR Staff Approvals Reported to the Board**

*Ms. Martin stated the Staff Approvals are listed in the link.*

**F. OPSCR Director's Report**

*Ms. Martin discussed past and future OPSCR trainings and best practices for RFPs shared at the annual MAGPPA Convention.*

**VII. Adjournment**

**Action: A motion was made by Mr. Morehead to adjourn. The motion was seconded by Mr. Belk and unanimously approved by all members present.**

These Minutes of the Public Procurement Review Board were approved by the members on the 5<sup>th</sup> of December, 2018.

  
J. K. "Hoopy" Stringer, Jr., Chair

  
Date



**STATE OF MISSISSIPPI**  
GOVERNOR PHIL BRYANT

**DEPARTMENT OF FINANCE AND ADMINISTRATION**

LAURA D. JACKSON  
EXECUTIVE DIRECTOR

# **NOTICE**

A Regular Meeting of the

**PUBLIC PROCUREMENT REVIEW BOARD**

will be held Wednesday, November 7, 2018, 9:00 a.m. in  
Room 145 Conference Room  
Woolfolk State Office Building





## PUBLIC PROCUREMENT REVIEW BOARD

### Regular Meeting

Wednesday, November 7, 2018  
9:00 a.m.

### PPRB STAFF ATTENDANCE SHEET

NAME AND TITLE

AGENCY/COMPANY

*(Please write legibly)*

Lashonda Washington	DFA / OPSCR
Tenebra Walton	DFA / OPSCR
Vergenia Coleman	DFA / OPSCR
Victoria James	DFA / OPSCR
Jeremy Holmes	DFA / OPSCR
Alicia Coleman	DFA / OPSCR
CHUCK McINTOSH	DFA
Calvin Sibley	BOB
Edward Wiggins Jr.	AGO/DFA
Shandra Thompson	DFA / OPSCR
Catoria Martin	DFA / OPSCR
Ross Campbell	DFA / OPTFM
Glenn Kornbrek	DFA
Clay Chastain	DFA / OIT
Bonnie Jones	DFA / OPTFM
Ashley Harrell	DFA / OPTFM
Carlene Hay	DFA / OPTFM
Yolanda Thurman	DFA / OPTFM

NAME AND TITLE

AGENCY/COMPANY

**(Please write legibly)**

Regina Irwin Contract Analyst

DFA/OPTFM

Mike Cook

DFA/OPTFM

James P. Brown

DFA/OPTFM

Liz DeRouen

DFA/OPTFM  
DFA/Recorder



PUBLIC PROCUREMENT REVIEW BOARD

Regular Meeting

Wednesday, November 7, 2018  
9:00 a.m.

GUEST ATTENDANCE SHEET

NAME AND TITLE

AGENCY/COMPANY

(Please write legibly)

Sam Brown	MDPS
Kathy Caldwell	JAB
Matthew Day	PEER
Sherri Johnson	DHS
Bryan Wardlaw	DHS
Harris VanBuren	MDOT
Kimberly LaBranche	MDOT
Joe Dan	MDOT
Dee Lemke	DOC
Shirley Thompson	DOM
Melanie Green	MDEQ
Sally O'Callaghan	ummc
Danny Lynch	MDES
Gary K. Wilson	Pam
Chips Butler	DHS
Paula Vanderford	MDE
Sharon Trestridge	MDE
Jennifer Robinson	MDE



## NAME AND TITLE

## AGENCY/COMPANY

(Please write legibly)

Marilyn Moering Watkins	MDW F P
Lynn Mullen	Corrections
Melissa Clatterson	AG/MDOT
Kass H. H.	MDWFP
Kamaree P. H.	AG/DFA
Keneshia Anderson	DIV of Medicaid
William Thompson	DIV of Medicaid
Enel J. J.	Capital Resources
Monique Corley (Procurement Director)	MDE
Madeline Morris (Staff Officer)	MPE
Stephanie Pepper	MDHS
H. L. Lockhart	MSH
John Nelson	MSDH
Anita Evans	MSDH
Rebekah Olander	Forestry
Terrri Ashty	DFA-WI
Lynn Answorth	ITS



**MEETING AGENDA**  
**Wednesday, November 7, 2018**  
**9:00 a.m.**

**I. Call to Order**

**II. Approval of Minutes from October 3, 2018 Public Procurement Review Board Meeting**

**A. Motion to Amend Attachment H of October 3, 2018 Minutes**

*Correct Contract #8200041620 vendor's name from Precision Healthcare Staffing, LLC to Southern Healthcare Agency, Inc.*

*Remove Contract #8200041234 with Waste Management of Central MS because it was withdrawn*

**III. Approval of per diem and expenses for the November 7, 2018 meeting and for any additional expenses incurred prior to the December 5, 2018 meeting**

**IV. DFA Office of Purchasing, Travel and Fleet Management (OPTFM)**

**A. Petitions for Relief from Reverse Auction**

**1. Governing Authorities**

**i. Requesting Governing Authority: Scott County**

**Supplier:** unknown

**Term:** unknown

**Commodities:** asphalt, liquid asphalt, hot and cold mix, sand gravel, gravel, sand, rip rap, limestone, and culverts

**Total Value:** \$1,100,000.00 (\$500,000.00, \$500,000.00, \$100,000.00) estimated

**Summary of Request:** Scott County has requested an exemption from using the Reverse Auction process for the purchase of various commodities. They are requesting the exemption because of the limited vendors that will participate in the area and the need to award to multiple vendors. The county feels the competitive sealed bid process should be utilized to procure the items.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules and regulations and legal requirements by DFA staff.



Based on the information submitted by the county, we ask that the Board approve this exemption and the use of competitive sealed bidding for the procurement.

ii. **Requesting Governing Authority:** Webster County School District

**Supplier:** unknown

**Term:** July 1, 2019 through June 30, 2020

**Commodities:** E-Rate Category 2 Project

**Total Value:** \$194,000.00 estimated

**Summary of Request:** Webster County School District has requested an exemption from using Reverse Auction for the purchase of an E-Rate Category 2 project. E-rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). They are requesting exemption because of the overall complexity of the project, which will include commodities and services. Vendors may make a primary bid and are able to send in an alternate equivalent bid. Vendors can bid on one or more items of the project or they may bid on the complete project. Because of the complexity of these projects, the District feels other evaluation factors may need to be considered, other than cost. The school district feels that competitive sealed bidding should be utilized to procure the project.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules and regulations and legal requirements by DFA staff. Based on the information submitted by the district, we ask that the Board approve this exemption and the use of competitive sealed bidding for the procurement.

iii. **Requesting Governing Authority:** Hinds County School District

**Supplier:** Unknown

**Term:** July 1, 2019 through June 30, 2020

**Commodities:** E-Rate Category 2 Project

**Total Value:** \$302,700.00

**Summary of Request:** Hinds County School District has requested exemption from using the Reverse Auction process for the purchase of an E-Rate Category 2 project. E-rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). They are requesting exemption because of the overall complexity of the project, which will include commodities and services. Vendors may make a primary bid and are able to send in an alternate equivalent bid. Vendors can bid on one or more items of the project or they may bid on the complete project. Because of the complexity of these projects, the District feels other evaluation factors may need to be considered, other than cost. The school district feels that competitive sealed bidding should be utilized to procure the project.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules and regulations and legal requirements by DFA staff. Based on the information submitted by the district, we ask that the Board approve this exemption and the use of competitive sealed bidding for the procurement.

iv. **Requesting Governing Authority:** Lauderdale County School District

**Supplier:** Unknown

**Term:** July 1, 2019 through June 30, 2020

**Commodities:** E-Rate Category 2 Project

**Total Value:** \$130,000.00

**Summary of Request:** Lauderdale County School District has requested exemption from using the Reverse Auction process for the purchase of an E-Rate Category 2 project. E-rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). They are requesting exemption because of the overall complexity of the project, which will include commodities and services. Vendors may make a primary bid and are able to send in an alternate equivalent bid. Vendors can bid on one or more items of the project or they may bid on the complete project. Because of the complexity of these projects, the District feels other evaluation factors may need to be considered, other than cost. The school district feels that competitive sealed bidding should be utilized to procure the project.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules and regulations and legal requirements by DFA staff. Based on the information submitted by the district, we ask that the Board approve this exemption and the use of competitive sealed bidding for the procurement.

v. **Requesting Governing Authority:** Harrison County Library System

**Supplier:** Unknown

**Term:** July 1, 2019 through June 30, 2020

**Commodities:** E-Rate Category 2 Project

**Total Value:** \$270,000.00

**Summary of Request:** Harrison County Library System has requested exemption from using the Reverse Auction process for the purchase of an E-Rate Category 2 project. E-rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). They are requesting exemption because of the overall complexity of the project, which will include commodities and services. Vendors may make a primary bid and are able to send in an alternate equivalent bid. Vendors can bid on one or more items of the project or they may bid on the complete project. Because of the complexity of these projects, the System feels other evaluation factors may need to be considered, other than cost. The school district feels that competitive sealed bidding should be utilized to procure the project.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules and regulations and legal requirements by DFA staff. Based on the information submitted by the county, we ask that the Board approve this exemption and the use of competitive sealed bidding for the procurement.

## 2. State Agencies

### i. **Requesting Agency:** Mississippi Department of Transportation (MDOT)

**Supplier:** Unknown

**Contract#:** 3180000563

**Term:** Unknown

**Commodities:** Herbicides: Dergio, Method 240SL, Esplanade 200 SC

**Total Value:** \$100,000.00 (estimated)

**Summary of Request:** MDOT completed a Reverse Auction for different types of herbicides and a multi award bid was approved at the October 3, 2018 PPRB meeting. MDOT is requesting exemption from the Reverse Auction process for the procurement of three (3) specific herbicides that were not included in this prior Reverse Auction. The manufacturer, Bayer, holds dealers to contractual pricing restrictions due to patents on these herbicides. A Reverse Auction would be awarded to whomever entered the first bid as it does not allow for a tie scenario. As a result, MDOT believes the competitive sealed bidding process should be utilized to procure these items.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules and regulations and legal requirements by DFA staff. Based on the information submitted by the agency, we ask that the Board approve this exemption and the use of competitive sealed bidding for the procurement.

## B. Consideration of Awards for Governing Authorities Receiving Exemptions

### 1. **Requesting Governing Authority:** Harrison County

**Supplier:** Land Shaper, Inc.

**Term:** June 30, 2019 and/or until a new contract is accepted

**Total Value:** Unknown

**Summary of Request:** Harrison County was granted an exemption from Reverse Auction at the September 11, 2018 PPRB meeting. They advertised for competitive sealed bids for Asphalt milling and tack. One bid was received and they are requesting to award to Land Shaper, Inc.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules and regulations and legal requirements by DFA staff. Based on the information submitted by the county, we ask that the Board approve this contract.

### 2. **Requesting Governing Authority:** City of Hattiesburg

**Supplier:** Allied Universal

**Term:** Unknown

**Total Value:** \$133,718.00

**Summary of Request:** The City of Hattiesburg was granted an exemption from Reverse Auction at the August 1, 2018 PPRB meeting. They advertised for competitive sealed bids for chlorine gas and sulfur dioxide. Two bids were received from Allied Universal and DPC Enterprises. They are requesting to award to the vendor with the lowest price, which is Allied Universal.

**Staff Recommendation:** This request has been reviewed for compliance and has been

determined to comply with all rules and regulations and legal requirements by DFA staff. Based on the information submitted by the city, we ask that the Board approve this contract.

**C. Consideration of Awards for State Agencies Receiving Exemptions**

1. **Requesting Agency:** Mississippi Department of Transportation (MDOT)  
**Supplier:** Compass Minerals, A&R Farm and Garden, Mattox Feed  
**Contract#:** 8900000921, 8900000931, 8900000932  
**Term:** Ten (10) months and thirteen (13) days, 11/7/2018 - 9/30/2019  
**Total Value:** \$575,000.00 (\$225,000.00, 175,000.00, \$175,000.00)  
**Summary of Request:** MDOT requested and was approved exemption from the Reverse Auction process for the procurement of rock salt at the July 11, 2018 PPRB meeting. This was determined the best option throughout the state to treat roadways in a timely fashion at the lowest cost during severe weather. This is a multi-award bid with award to the lowest vendor price per item. Three (3) responses were received with no protests. MDOT wishes to award to all three (3) vendors based on the lowest bid per item that meet specifications and delivery requirements.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules and regulations and legal requirements by DFA staff. Based on the information submitted by the agency, we ask that the Board approve this contract.

**D. Consideration of State Agency Contracts for Board Action**

1. **Requesting Agency:** Mississippi Department of Marine Resource (DMR)  
**Supplier:** Gerald Robert Forte, B&W Seafood LLC, Crystal Seas Seafood LLC., Bayou Caddy Fisheries, Inc.  
**Contract#:** 8900000926, 8900000927, 8900000928, 8900000929  
**Term:** Twelve (12) months, 11/8/2018 – 11/7/2019  
**Total Value:** \$1,984,000.00 (\$496,000.00 per vendor)  
**Summary of Request:** DMR is requesting contracts for the purchase of live oysters from qualified Mississippi oyster dealer/processors to ensure preservation and protection of the oysters. Live animals are exempt from the competitive bidding process under section 31-7-13(m), Mississippi Code of 1972. The live oysters will be relayed from the Eastern Mississippi Sound to various areas in the Western Mississippi Sound. The oysters need to be relocated to a more favorable environment for sustainability. The total spend may be as low as \$603,648.00 based on estimates of under 19,000 sacks. DMR is not able to determine in advance the cost for each contract as it can only be determined after the work is completed. The purpose of a higher total award value is to ensure that if more oysters are discovered than the estimate, it will allow for their relocation as time would be of the essence to ensure their survival. DMR has contacted all dealer/processors who are eligible under the NOAA Bonnet Carre Disaster Grant funding and these agreements are with each vendor willing to participate.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules and regulations and legal requirements by DFA staff. Based on the information submitted by the agency, we ask that the Board approve this

contract.

2. **Requesting Agency:** Mississippi Department of Marine Resource (DMR)  
**Supplier:** Maverick Boat Group, Inc.  
**Contract#:** 8200041042

**Term:** Twelve (12) months, 9/12/2018 – 9/11/2019

**Total Value:** \$124,261.73 (previous \$138,006.73)

**Summary of Request:** DMR requested and was approved exemption from Reverse Auction at the May 2, 2018 PPRB meeting for the purchase of (1) 32 to 37 foot fiberglass stepped hull vessel. The contract was awarded to Maverick Boat Group and approved at the September 11, 2018 PPRB meeting, in the amount of \$138,006.73. This included the cost of rigging the craft for Yamaha motors but not the motors themselves. DMR is seeking approval for an amendment that lowers the cost of the currently approved contract while also allowing the craft to be ready for use at an earlier date and save cost on the purchase of motors. Since the time of the contract, Yamaha motors has fallen behind on production and is not able to provide the motors until late spring. DMR has obtained quotes to have the vessel rigged and outfitted for the same horsepower motors from Suzuki that will provide a cost savings of \$13,745.00 on the current contract by removing the rigging for Yamaha motors and allow the Agency to purchase the alternative Suzuki motors. This will allow the vessel to be ready for use by the end of December, as Suzuki has no backlog of production. DMR requests this amendment as it serves the Agencies and States best interests fiscally and for public safety as DMR will have the craft ready for use at an earlier date.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules and regulations and legal requirements by DFA staff. Based on the information submitted by the agency, we ask that the Board approve this contract.

3. **Requesting Agency:** University of Mississippi Medical Center (UMMC)

**Supplier:** Gray Daniels Ford

**Contract #:** 8900000940

**Term:** One Time Purchase with Trade in of Existing Equipment

**Total Value:** Four (4) Ford Police Interceptors (\$44,936.00), Trade-In of Seven (7) Various Vehicles (\$44,500.00)

**Summary of Request:** UMMC requests a deviation from section 8.101.01.2 of the Mississippi Procurement Manual. UMMC traded in (7) vehicles and purchased (4) vehicles from state contract. This is not allowed per Section 8.101.01.2 of the Procurement Manual and UMMC failed to solicit bids for the trade-in of the used vehicles as required by regulation 8.101.01. Section 8.101.01.2 states, "[i]t 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." UMMC assured us that they have taken steps to ensure that regulations regarding fleet and procurement policies will be followed in the future and that the UMMC staff and leadership have been educated properly.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to deviate from rules and regulations and/or legal requirements by DFA staff.

**E. OPTFM Staff Approvals reported to the Board**

1. **Emergency Purchases**
2. **Sole Source Purchases**

**F. OPTFM Director's Report**

**V. DFA Bureau of Building, Grounds, and Real Property Management (BOB/RPM)**

**A. Consideration of Contracts for Board Action**

**B. BOB Staff Approvals Reported to the Board**

**C. BOB Director's Report**

**D. RPM Succeeding Leases**

1. **Requesting Agency:** Mississippi Office of Medicaid  
**Lease #:** 515-421-23B  
**Lessor:** H & L Properties, LLC.  
**Term:** 12/01/2018-11/30/2023  
**Total Yearly Cost:** \$77,385.00  
**Cost PSF:** \$10.50 Utilities + Janitorial  
**Previous Cost PSF:** \$10.50 Utilities + Janitorial  
**Federal Funds:** 50%  
**Square Footage Proposed:** 7,370  
**Previous Square Footage:** 7,370  
**Address of Property:** 805 West Park Avenue, Greenwood, MS.  
**Purpose of Lease:** This request is for office space for the Regional Office for Medicaid.  
**Note:** This is a five (5) year lease with no renewals.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.

2. **Requesting Agency:** Mississippi Department of Corrections  
**Lease #:** 170-381-19A  
**Lessor:** Sarah Springer  
**Term:** 11/01/2018-10/31/2019  
**Total Yearly Cost:** \$25,800.00  
**Cost PSF:** \$8.36 Utilities + Janitorial  
**Previous Cost PSF:** \$8.36 Utilities + Janitorial  
**Federal Funds:** 0%

**Square Footage Proposed:** 3,086

**Previous Square Footage:** 3,086

**Address of Property:** 1920 6<sup>th</sup> Street, Meridian, MS.

**Purpose of Lease:** This request is for office space for the Parole and Probation Office of Lauderdale County.

**Note:** This is a one (1) year lease with no renewals. Lessee agrees to give written notice to Lessor at least ninety days prior to the expiration of this lease should the lessee decide not to extend said lease beyond October 31, 2019. MDOC also asks for retroactive approval of 11/01/2018.

**Staff Recommendation:** Upon the granting of retroactive approval by PPRB this lease request will comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the retroactive approval of this lease.

**E. RPM Non-Competitive Leases (Exempt from Competition)**

**1. Requesting Agency:** Mississippi Forestry Commission

**Lease #:** 330-264-23B

**Lessor:** City of West, MS

**Term:** 12/01/2018-11/30/2023

**Total Yearly Cost:** \$9,600.00

**Previous Yearly Cost:** \$4,800.00

**Cost PSF:** \$1.92 Utilities + Janitorial

**Previous Cost PSF:** \$1.68 Utilities + Janitorial

**Federal Funds:** 0%

**Square Footage Proposed:** 5,000

**Previous Square Footage:** 2,856

**Address of Property:** 25225 Highway 51, West, MS.

**Purpose of Lease:** This is a five (5) year lease with no renewals.

**Note:** The City of West has agreed to mutually end the present lease contract 330-264-23A and has made a new location available that will accommodate the inside storage needs and the outside storage needs of larger tractor trailer equipment requirements. The security of this location is also much better than where the equipment was previously stored. The new location will be primarily used for storage, but will also have two offices for administrative duties. The equipment that requires being stored inside is presently being stored at the private residences of the employees. This is due to the large amount of theft that has taken place at previous locations. Due to the large need for storage versus office requirements, Mississippi Forestry Commission asks PPRB for a waiver of the Space Utilization Requirement. Space Utilization is 571 square feet per employee at this time.

**Staff Recommendation:** Upon the granting of the Space Utilization Waiver by PPRB this lease request will have complied with all rules, regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.

**2. Requesting Agency:** Mississippi Department of Rehabilitation Services

**Lease #:** 725-454-19A

**Lessor:** Titan Development Company, LLC.

**Term:** 09/01/2018-08/30/2019

**Total Yearly Cost:** \$15,300  
**Cost PSF:** \$8.50 Inclusive  
**Previous Cost PSF:** N/A  
**Federal Funds:** 100%  
**Square Footage Proposed:** 1,800  
**Previous Square Footage:** N/A  
**Address of Property:** 644 Church Road, Madison, MS.  
**Purpose of Lease:** This request is for storage to house the items that came out of the Addy McBryde Building.  
**Note:** This is a month to month storage lease not to exceed 12 months with no renewals. Mississippi Department of Rehabilitation Services ask PPRB for retroactive approval.

**Staff Recommendation:** Upon the granting of the retroactive approval by PPRB this lease request will comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the retroactive approval of this lease.

#### **F. RPM Competitive Leases**

1. **Requesting Agency:** Mississippi Department of Revenue  
**Lease #:** 800-431-24A  
**Lessor:** Sunray Investments, LLC.  
**Term:** Base Years 01/01/2019-12/31/2024  
**Total Yearly Cost:** \$23,808.00  
**Cost PSF:** \$12.00 Utilities + Janitorial  
**Previous Cost PSF:** N/A  
**Federal Funds:** 0%  
**Square Footage Proposed:** 1,984  
**Previous Square Footage:** N/A  
**Address of Property:** 912 Brookway Blvd., Brookhaven, MS.  
**Purpose of Lease:** This request is for office space for the Mississippi Department of Revenue Area Office.  
**Note:** This lease was advertised and the lower of the two responses was selected. This is a six (6) year base lease with two (2) renewals of two (2) years each.  
**Options to Renew**  
**Renewal #1:** 01/01/2025-12/31/2027 @ \$24,800.04 or \$12.50 Utilities + Janitorial  
**Renewal #2:** 01/01/2028-12/31/2030 @ \$25,692.84 or \$12.95 Utilities + Janitorial

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.

2. **Requesting Agency:** Ellisville State School  
**Lease #:** 534-641-23A  
**Lessor:** Calem, LLC.  
**Term:** 01/01/2019-12/31/2023  
**Total Yearly Cost:** \$20,400.00  
**Cost PSF:** \$8.50 Utilities + Janitorial  
**Previous Cost PSF:** N/A



**Federal Funds:** 0%

**Square Footage Proposed:** 2,400

**Previous Square Footage:** N/A

**Address of Property:** 720B 3<sup>rd</sup> Street SW, Magee, MS.

**Purpose of Lease:** This lease will be the Magee Home and Community Based Waiver Support Center.

**Note:** This is a five (5) year lease with no renewals. This lease was advertised and the lower of the two responses was selected.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.

3. **Requesting Agency:** Mississippi Department of Employment Security

**Lease #:** 260-572-21A

**Lessor:** Pooley Rentals, LLC,

**Term:** 12/01/2018-12/31/2021

**Total Yearly Cost:** \$62,000.00

**Cost PSF:** \$10.88 Utilities + Janitorial

**Previous Cost PSF:** N/A

**Federal Funds:** 100%

**Square Footage Proposed:** 5,700

**Previous Square Footage:** N/A

**Address of Property:** 1400 A Harrison Avenue, McComb, MS.

**Purpose of Lease:** This request is for office space that will house the WIN Job Center for the McComb area.

**Note:** This is a three (3) year lease with no renewals. Mississippi Department of Employment Security advertised three times for this lease. On the third advertisement, Mississippi Department of Employment Security received two responses. One of those responses had asbestos in the building and was considered non-responsible. Mississippi Department of Employment Security selected the second of the two offerings. This location must be renovated to meet the needs of the Mississippi Department of Employment Security. An attachment to the contract in the form of Exhibit "A" list the renovations that must be made prior to the agency taking occupancy. *Please see detailed information concerning exhibit A in the linked contract.*

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.

4. **Requesting Agency:** Mississippi Bureau of Narcotics

**Lease #:** 580-361-23A

**Lessor:** Heritage Developments, LLC.

**Term:** 01/01/2019-12/31/2023

**Total Yearly Cost:** \$51,275.00

**Cost PSF:** \$17.50 Inclusive

**Previous Square Footage:** N/A

**Federal Funds:** 0%

**Square Footage Proposed:** 2,930

**Previous Square Footage:** N/A

**Address of Property:** 312 Heritage Drive, Oxford, MS.

**Purpose of Lease:** This request is for space that will house the drug enforcement activities of the Oxford District Office/ Mississippi Bureau of Narcotics. Activities include but are not limited to weekly meetings, investigating criminal drug activity, and compiling evidence for successful prosecution. It also includes the temporary storage of evidence.

**Note:** This is a five (5) year lease with no renewals. Mississippi Bureau of Narcotics advertised and received three responses. Mississippi Bureau of Narcotics selected their current landlord's offer. Two of the responses offered property with too much square footage. Therefore, the total overall cost would be more annually than the current location. In selecting the current location there would not be any moving expenses associated with the new lease. The building selected is also occupied by the Drug Enforcement Administration. This building is also dedicated as a law enforcement facility.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.

5. **Requesting Agency:** Mississippi Department of Human Services

**Lease #:** 865-251-39A

**Lessor:** Hertz Jackson City Centre, LLC.

**Term:** 01/01/2019-12/31/2039

**Total Yearly Cost:** \$1,251,064.00

**Cost PSF (first year):** \$8.00 Inclusive. *Graduate cost increases are included in this contract. Please see linked contract for specific details.*

**Previous Cost PSF:** N/A

**Federal Funds:** 0%

**Square Footage Proposed:** 156,383

**Address of Property:** 200 South Lamar, Jackson, MS.

**Purpose of Lease:** This request is for space that will house the Mississippi Department of Human Services.

**Note:** This lease was advertised and two responses were received. The agency used a scoring system that gave different values and weights to the offers per the RLP (Request Lease Proposal). This lease was awarded to Hertz Jackson City Centre, LLC. based on the scoring system. No protest was received from the other bidder. This is a 20 year base lease with two (2) renewals of five (5) years each. The base lease includes a graduate lease rate that ranges from \$8.00 PSF to \$16.50 PSF.

**Staff Recommendation:** This lease has been reviewed for compliance and has been determined to comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.

**G. RPM Amended Lease**

1. **Requesting Agency:** Mississippi Division of Medicaid

**Lease #:** 515-381-23A

**Lessor:** Allred Investments, LLC.

**Term:** 12/01/2018 - 11/30/2023

**Total Yearly Cost:** \$63,750.00

**Cost PSF:** \$8.50 Utilities + Janitorial

**Previous Square Footage:** \$8.50 Utilities and Janitorial

**Federal Funds:** 50%

**Square Footage Proposed:** 7,500

**Previous Square Footage:** 7,500

**Address of Property:** 3848 Highway 45 North, Meridian, MS.

**Purpose of Lease:** This request is an amendment to extend the present leased office space for the Medicaid office in Lauderdale County.

**Note:** This is a five (5) year extension amendment to a current lease with no renewals. Due to the substantial repairs being made to the building after being hit by a tornado in April 2018. The Mississippi Division of Medicaid decided to advance their schedule for this office's renovation. All of the Medicaid offices are being refurbished into an open office plan throughout the state. This office was scheduled for the same renovation at the end of their current lease ending December 31, 2020. The Mississippi Division of Medicaid decided to take advantage of the construction/repair work being presently performed in order to request the removal of unwanted walls and partitions. Doing the procurement and rearranging of cubicles now in concert with the repairs will save on down time in the future. The landlord also agreed to keep the lease rate the same during the amended period.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.

**2. Requesting Agency:** Mississippi Department of Health

**Lease #:** 390-421-19A

**Lessor:** T3T Enterprises, LLC

**Term:** 12/30/2018-09/29/2019

**Total Yearly Cost:** \$25,450.08

**Cost PSF:** \$7.47 Utilities + Janitorial

**Previous Cost PSF:** \$7.47 Utilities + Janitorial

**Federal Funds:** 100%

**Square Footage Proposed:** 3,409

**Previous Square Footage:** 3,409

**Address of Property:** 522 West Park Avenue, Suite P&O, Greenwood, MS.

**Purpose of Lease:** This lease request is for offices for the Mississippi Department of Health Collaborative Project in Greenwood, MS.

**Note:** This is an amendment to an existing lease adding nine (9) months to the lease term.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.

**3. Requesting Agency:** Mississippi Department of Human Services

**Lease #:** 865-251-31A

**Lessor:** Madated, LLC.

**Term:** 01/01/2008 thru 12/31/2031

**Total Yearly Cost:** Year one: \$2,307,188.00, Year two (2) thru eleven (11): \$2,074,188.00  
**Cost PSF:** Year one (1): \$13.16 Utilities + Janitorial, Year two (2) thru eleven (11): \$11.83 Utilities + Janitorial  
**Federal Funds:** 0%  
**Square Footage Proposed:** 175,333  
**Address of Property:** 750 North State Street, Jackson, MS.  
**Purpose of Lease:** DHS/CPS offices  
**Note:** Please see linked exhibit "A" for improvements and additional modification to the lease.

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.

#### H. RPM Correction

1. **Requesting Agency:** Mississippi Department of Employment Security  
**Lease #:** 260-061-18A-R  
**Lessor:** May's Wholesale Dry Good Company  
**Term:** 01/14/2014 - 12/31/2019  
**Total Yearly Cost:** \$26,760.00  
**Cost PSF:** \$6.00 Utilities + Janitorial  
**Address of Property:** 119 North Commerce Drive, Cleveland, MS.  
**Purpose of Lease:** This location has housed the WIN Job Center for the Cleveland area.  
**Nature of Correction:** On November 6, 2013 PPRB originally approved this lease with the expiration date to take effect December 31, 2018. In anticipation of renewing the lease Mississippi Department of Employment Security noticed that the actual lease contract had an expiration date of December 31, 2019. In order to rectify the discrepancy, Mississippi Department of Employment Security is asking PPRB to extend the lease by one year. RPM concurs with Mississippi Department of Employment Security with the reconciliation of the dates and the one (1) year extension

**Staff Recommendation:** This request has been reviewed for compliance and has been determined to comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the approval of this lease.

#### G. RPM Director's Report

#### VI. DFA Office of Personal Service Contract Review (OPSCR)

##### A. Petitions for Relief from Competitive Sealed Bidding

##### B. Consideration of Contracts for Board Action

1. **Requesting Agency:** Veterans Affairs Board  
**Supplier:** Healthcare Services Group  
**Contract #:** 8200042720  
**Term:** 12/06/2018 – 12/05/2020  
**Total Value:** \$10,000,000.00

**New**  
**\$10,000,000.00**

**Summary of Request:** The term of the contract is two years with one optional one-year renewal. The contractor will provide food services at the State Veterans Homes in Collins, Jackson, Kosciusko, and Oxford. The contractor was selected through an RFP with one respondent. One post award vendor debriefing was requested and held. The daily price per resident is \$23.00 subject to increase based on decreases in the average census and decrease based on increases in the average census. The agency requests an exception to 3-202.06.4 of the PPRB OPSCR Rules and Regulations for failure to comply with the advertisement requirement to publish once each week for two consecutive weeks in the county or municipality in which the agency is located and for failure to publish on the Mississippi Contract/Procurement Opportunity Search Portal for thirty (30) days. Although the advertisement was published only once in the county or municipality in which the agency is located, the advertisement was correctly published in two other newspapers within the state and the solicitation was posted to the procurement portal, but for less than thirty (30) days; therefore, OPSCR staff does not have concerns regarding the competitiveness of this procurement. Confirmation from the Bond Advisory Division must be received from the agency prior to processing the contract.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and, upon granting of the exception to Section 3-202.03.6, will comply with OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract as requested contingent upon receipt of required insurance certifications and confirmation from the Bond Advisory Division.

**Projected Budget for Life of the Contract:** \$15,000,000.00

**2. Requesting Agency:** Mississippi Division of Medicaid

**Supplier:** Medical Transportation Management, Inc.

**Contract #:** 86845/8200007428

**Term:** 03/01/2014 - 01/31/2019

**Total Value:** [REDACTED]

**Renewal**

**Summary of Request:** The original term of the contract was three years, four months with two optional renewals not to exceed a five-year contract term. Amendment Four has been submitted to renew the contract for one month until the operational phase for the new contract 8200041083 begins with the incumbent vendor on February 1, 2019. This renewal is allowable as DOM has two months remaining that were not exercised as part of the second renewal. The contractor develops and operates a non-emergency transportation (hereinafter "NET") brokerage program. This NET service includes, but is not limited to, authorization, coordination, scheduling, management, and reimbursement. Based on an estimated participant population of 121,549, the price per beneficiary per month associated with Amendment Four remains at [REDACTED]. Amendment Four also updates the Entire Agreement, Contract Price, E-Payment, Representation Regarding Gratuities, Procurement Regulations, Stop Work Order, and Term of the Contract clauses and adds the Approval clause. All other terms and conditions of the original contract remain the same. This contract is subject to a protective order entered into by the Hinds County Chancery Court on December 27, 2013 to protect from release confidential commercial and financial information and/or trade secrets with regard to any contract and

amendment resulting from RFP #20130802 and RFP #20130802-1. Further, the PSCRB approved DOM's exception request to not include the Trade Secrets, Commercial and Financial Information clause to the contract as was required in PSCRB Rules and Regulations Appendix C, due to the protective order.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and complies with OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract renewal as requested.

**Projected Budget for Life of the Contract:** [REDACTED]

**3. Requesting Agency:** Mississippi Division of Medicaid

**Supplier:** eQHealth Solutions, Inc.

**Contract #:** 8200021941

**Term:** 12/01/2015 – 11/30/2019

**Total Value:** \$1,880,216.00

**Renewal**

**\$490,087.00**

**Summary of Request:** The original term of the contract remains three years with two optional one-year renewals. Amendment One has been submitted to renew the contract for one year. This is the first of two optional one-year renewals allowed by the original contract. The contractor provides utilization management and quality improvement organization services for Imaging Services. The contractor conducts prior authorization and repayment review of all claims for non-emergency, outpatient advanced imaging studies including, but not limited to, hospital outpatient, free standing clinics, and private physician offices covered under the DOM program. The contractor was originally selected through an RFP with three respondents. One post award vendor debriefing was requested and held. The original contract was statutorily approved at the November 17, 2015 PSCRB meeting. Amendment One also updates the Entire Agreement, Period of Performance, Cost for Services, E-Payment, PayMode, Procurement Regulations, Stop Work Order, Termination for Default, Termination for Convenience, Termination upon Bankruptcy, Availability of Funds, Applicable Law, E-Verification, Representation Regarding Gratuities, Transparency, Modifications, and Compliance with Laws clauses; and adds the Approval and Trade Secrets, Commercial and Financial Information clauses.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and complies with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract renewal as requested.

**Projected Budget for Life of the Contract:** \$2,385,006.00

**4. Requesting Agency:** Mississippi Department of Corrections

**Supplier:** Superior Protection Services, Inc. d/b/a Advert Group, USA

**Contract #:** 8200042472

**Term:** 12/01/2018 – 11/30/2020

**Total Value:** \$6,067,776.00

**New**

**\$6,067,776.00**

**Summary of Request:** The term of the contract is two years with two optional one-year renewals. The contractor will provide uniformed armed and unarmed security guard protection services for outpatient clinic visits and hospitalized state prisoners. The rate for armed and

unarmed guards is the same, \$14.96 per hour. The contractor was selected through an RFP with three respondents. One post award vendor debriefing was requested and held.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and complies with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract as requested

**Projected Budget for Life of the Contract:** \$12,135,552.00

5. **Requesting Agency:** Mississippi State Hospital

**Supplier:** Infiniti Healthcare Services, LLC

**Contract #:** 8200042407

**Term:** 12/17/2018 - 12/16/2021

**Total Value:** \$4,587,336.00

**New**

**\$4,587,336.00**

**Summary of Request:** The term of the contract is three years with no renewal. The contractor will provide temporary certified nursing assistants, registered nursing and/or licensed practical nursing services to the Mississippi State Hospital Inpatient Service Division, Jaquith Nursing Home Division and Whitfield Medical Surgical Division. The contractor was selected through an IFB with fifteen respondents, of which seven were deemed non-responsive or non-responsible for deficient references or failure to provide a contact person available twenty-four hours daily as needed for communication with MSH Divisions. Five vendors received contracts, two contracts did not meet the OPSCR PPRB threshold, but contracts were awarded for each location and nursing service category. Proof of the regulatory board's approval (Mississippi Board of Mental Health) must be received from the agency prior to processing the contract. This Board meets on November 15, 2018.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and complies with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract as requested contingent upon proof of regulatory board approval.

**Projected Budget for Life of the Contract:** \$4,587,336.00

6. **Requesting Agency:** Mississippi State Hospital

**Supplier:** Precision Healthcare, LLC

**Contract #:** 8200042406

**Term:** 12/17/2018 - 12/16/2021

**Total Value:** \$1,981,973.22

**New**

**\$1,981,973.22**

**Summary of Request:** The term of the contract is three years with no renewal. The contractor will provide temporary certified nursing assistants, registered nursing and/or licensed practical nursing services to the Mississippi State Hospital Inpatient Service Division, Jaquith Nursing Home Division and Whitfield Medical Surgical Division. The contractor was selected through an IFB with fifteen respondents, of which seven were deemed non-responsive or non-responsible for deficient references or failure to provide a contact person available twenty-four hours daily as needed for communication with MSH Divisions. Five vendors received contracts, two contracts did not meet the OPSCR PPRB threshold, but contracts were awarded

for each location and nursing service category. Proof of the regulatory board's approval (Mississippi Board of Mental Health) must be received from the agency prior to processing the contract. This Board meets on November 15, 2018.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and complies with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract as requested contingent upon proof of regulatory board approval.

**Projected Budget for Life of the Contract:** \$1,981,973.22

7. **Requesting Agency:** Mississippi State Hospital  
**Supplier:** Statewide Healthcare Services, LLC d/b/a Oxford Healthcare  
**Contract #:** 8200042408  
**Term:** 12/17/2018 - 12/16/2021

**Total Value:** \$240,136.40

**New  
\$240,136.40**

**Summary of Request:** The term of the contract is three years with no renewal. The contractor will provide temporary certified nursing assistants, registered nursing and/or licensed practical nursing services to the Mississippi State Hospital Inpatient Service Division, Jaquith Nursing Home Division and Whitfield Medical Surgical Division. The contractor was selected through an IFB with fifteen respondents, of which seven were deemed non-responsive or non-responsible for deficient references or failure to provide a contact person available twenty-four hours daily as needed for communication with MSH Divisions. Five vendors received contracts, two contracts did not meet the OPSCR PPRB threshold, but contracts were awarded for each location and nursing service category. Proof of the regulatory board's approval (Mississippi Board of Mental Health) must be received from the agency prior to processing the contract. This Board meets on November 15, 2018.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and complies with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract as requested contingent upon proof of regulatory board approval.

**Projected Budget for Life of the Contract:** \$240,136.40

8. **Requesting Agency:** Mississippi Department of Employment Security  
**Supplier:** TempStaff, Inc.  
**Contract #:** 8200015553  
**Term:** 01/01/2015-12/31/2019

**Total Value:** \$12,000,000.00

**Renewal  
\$2,000,000.00**

**Summary of Request:** The original term of the contract was four years with one optional one-year renewal. Renewal /Modification One exercises the one optional renewal allowed by the original contract. The contractor provides temporary workers on an as needed basis to all agency locations throughout the State. The agency notifies the contractor of a staffing need, and the contractor is paid a 26.5 percent markup on the hourly rate. The contractor was originally selected through an RFP. The original contract was approved at the December 16,



2014 PSCRB meeting. Renewal/Modification One also updates the Representation Regarding Gratuities, Compliance with Laws, Transparency, Modification or Amendment, Procurement Regulations, Stop Work Order, E-Payment, E-Verification, Paymode, Contract Documents, and Approval clauses and adds the Termination Upon Bankruptcy and Trade Secrets, Commercial and Financial Information clauses. All other terms and conditions of the original contract remain the same.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and complies with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract renewal as requested.

**Projected Budget for Life of the Contract:** \$12,000,000.00

**9. Requesting Agency:** Mississippi Department of Health

**Supplier:** Southern Research Group, Inc.

**Contract #:** 8200035868

**Term:** 01/01/2018 to 12/31/2019

**Total Value:** \$495,000.00

**Modification  
\$211,200.00**

**Summary of Request:** The term of the contract remains two years with one optional one-year renewal. Modification Two has been submitted to increase the cost per completed surveys from \$47.30 to \$48.45 for the renewal approved at the September 11, 2018 PPRB meeting. The vendor's proposal allowed for annual incremental increases. The contractor collects random sample telephone survey data related to health risk factors and disease conditions for the adult population in Mississippi via the Behavioral Risk Factor Surveillance System Survey and the Zika Virus Call-Back Survey. All other terms and conditions of the original contract remain the same.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and complies with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract renewal as requested.

**Projected Budget for Life of the Contract:** \$706,200.00

**10. Requesting Agency:** DMH-Central Mississippi Residential Center

**Supplier:** TPCS, Inc. (Dr. Nunilon Thomas, MD)

**Contract #:** 8200042398

**Term:** 11/16/2018 – 06/30/2021

**Total Value:** \$554,000.00

**New  
\$554,000.00**

**Summary of Request:** The term of the contract is two (2) years, seven (7) months and fifteen (15) days with two optional one-year renewals. The contractor will provide psychiatry and geriatric psychiatry services to patients of Central Mississippi Residential Center (CMRC). The contractor was selected through an IFB with one respondent. The rate of pay is \$200.00 per hour and the average work week is 20 hours. Proof of the regulatory board's approval (Mississippi State Board of Mental Health) must be received from the agency prior to processing the contract. This Board meets on November 15, 2018.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and complies with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract as requested contingent upon the agency providing regulatory board approval verification.

**Projected Budget for Life of the Contract:** \$970,000.00

**11. Requesting Agency:** Mississippi Department of Education

**Supplier:** National Center for the Improvement of Educational Assessment, Inc.

**Contract #:** 8200042426

**Term:** 11/07/2018 – 11/06/2019

**Total Value:** \$223,550.00

**New  
\$223,550.00**

**Summary of Request:** The term of the contract is one year with four optional one-year renewals. The contractor will provide a project manager and a Chair to the Mississippi Technical Advisory Committee (hereinafter "TAC") and will appoint six subject matter experts providing guidance related to public school student assessment and accountability issues to ensure a high quality TAC for the purpose of maintaining compliance with both state and federal law and ensuring our state assessments and accountability system follows best practices and industry standards. The contractor was selected through an RFP with three respondents. Two post-award vendor debriefings were requested and held. The agency requests an exception to Section 3-202.06.4 as the solicitation notice was posted less than thirty days on the Mississippi Contract/Procurement Opportunity Search Portal (hereinafter "Portal") and not concurrent with the agency website notice. The agency contends the solicitation wasn't published on the portal until August 24, 2018 due to an unknown MAGIC technical issue which was rectified upon notification of issue. The agency provided a written determination from their Chief Procurement Officer that a shorter portal publication time was deemed necessary to timely award the contract and OPSCR staff does not have concerns regarding the competitiveness of this procurement.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and upon granting exception to Section 3-202.06.4 of the PPRB OPSCR Rules and Regulations, will comply with the PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract as requested.

**Projected Budget for Life of the Contract:** \$1,174,750.00

**12. Requesting Agency:** Mississippi Division of Medicaid

**Supplier:** Carlos A. Latorre, M.D.

**Contract #:** 112575

**Term:** 11/26/2018 – 11/25/2019

**Total Value:** \$242,000.00

**New  
\$242,000.00**

**Summary of Request:** The term of the contract is one year with four optional one-year renewals. Dr. Latorre is a contract worker, who will serve as a medical director/physician consultant to the Executive Director for the Division of Medicaid. He is paid \$120.00 per hour not to exceed 2,000 hours annually. The total requested spending authority is \$242,000.00, which includes \$240,000.00 for personal service and \$2,000.00 for travel reimbursement. The contractor was selected through an RFA and was the only respondent.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and complies with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract as requested.

**Projected Budget for Life of the Contract:** \$1,210,000.00

**13. Requesting Agency:** Mississippi Department of Wildlife, Fisheries and Parks

**Supplier:** Wiregrass Ecological Associates

**Contract #:** 8200038408

**Term:** 05/10/2018- 05/09/2019

**Total Value:** \$149,780.00

**Modification**

**\$0.00**

**Summary of Request:** The original term of the contract remains one year with three optional one-year renewals. Amendment One has been submitted to incorporate the sub-grantee conditions as MDWFP's sub-award from the Mississippi Department of Environmental Quality requires that all conditions be part of any contract funded by the sub-award (Exhibit A) and assigns document priority by updating the Entire Agreement clause. All other terms and conditions of the original contract remain the same. The contractor provides field data collection and inventory services for 12,952 acres on the Ward Bayou Wildlife Management Area in Jackson County, Mississippi. The contractor developed an invasive species management plan based on the data collected. The contractor was originally selected through an IFB. The original contract was approved at the May 2, 2018 PPRB meeting. The contractor is paid \$20.00 per plot for invasive species only plots, \$36.00 per plot for invasive species and timber plots, and \$7,500 for the Ward Bayou Wildlife Management Area Invasive Species Management Plan.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and complies with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract modification as requested.

**Projected Budget for Life of the Contract:** \$599,120.00

**C. Department of Child Protection Services Contracts and Department of Human Services Contracts Useful in Establishing and Operating DCPS for Fiscal Year 2019**

*Neither the Public Procurement Review Board nor OPSCR staff approves Department of Child Protection Services (DCPS) contracts or Department of Human Services (DHS) contracts useful in establishing and operating DCPS. These contracts are reported to the board for consideration of recommendations, but are not subject to OPSCR Rules and Regulations. The implementation of any board recommendations is at the discretion of DHS and/or DCPS. Pursuant to Miss. Code Ann. § 27-104-7(f), the board is not authorized to disapprove any proposed personal service contracts for DCPS or DHS contracts that are useful in establishing and operating DCPS*

**1. DCPS Contract:** Mississippi Department of Child Protection Services

**Supplier:** Social Work PRN

**Contract #:** 8200041797

**Term:** 9/14/2018 to 9/13/2019

**Total Value:** \$2,273,340.00

**Purpose of the Contract:** To continue Mississippi Centralized Intake Services in compliance with federal requirements including a 24-hour hotline to receive abuse/neglect calls. This contract was not competitively bid.

**D. Emergency Contracts Reported to the Board for Fiscal Year 2019**

*Emergency contracts are reviewed by OPSCR staff for technical compliance upon the written request of the submitting agency. The OPSCR staff will process the contract in MAGIC upon receipt of the contract, and then conduct the requested review and notify the agency of any problems found during the requested review; however, it is the responsibility of the agency to correct any errors. If no written request for review is made by the submitting agency, OPSCR staff will process the contract in MAGIC upon receipt of same, and then conduct a review of the contract for internal auditing purposes. Emergency contracts are presented to the PPRB at its regular meeting and are included in the minutes of said meeting, but no action is required by the PPRB as to these contracts. Any approval in MAGIC or any other state system does not constitute approval of the emergency procurement by the PPRB and is done solely for processing purposes. This provision is not intended to prevent the PPRB from making a report under the statutory authority to audit or to take other action as deemed appropriate.*

**1. Requesting Agency: Mississippi Department of Corrections**

**Supplier:** Superior Protection Services, Inc.

**Contract #:** 8400000923

**Term:** 10/06/2018 – 11/30/2018

**Total Value:** \$410,400.00

**New  
\$410,000.00**

**Summary of Request:** The contractor provides uniformed armed and unarmed security guard services for outpatient clinic visits and hospitalized state prisoners. The rate for armed and unarmed guards is \$15.00 per hour. The term of the contract is one month and twenty-five days. The contractor was selected through emergency procurement procedures pursuant to Section 3-207 of the PSCRB Rules and Regulations, which states "[i]f the Agency Head... determines... that the delay incident to undertaking a competitive procurement would threaten the health or safety of any person, or the preservation or protection of property, then the Agency Head...may make an emergency procurement." The agency states the emergency contract is necessary to maintain public safety as MDOC does not have sufficient staff to provide the service.

**2. Requesting Agency: Mississippi Department of Education**

**Supplier:** Margie B. Pulley

**Contract #:** 8400000811

**Term:** 7/01/2018 – 06/30/2019

**Total Value:** \$199,500.00

**Modification  
\$99,750.00**

**Summary of Request:** Modification One was submitted to extend the contract for six months and add \$99,750.00 in spending authority, for a contract total of \$199,500.00, which is comprised of \$170,000.00 for personal services or \$850.00 per day for 200 days and \$29,500.00 for travel. The contractor serves as the conservator (interim superintendent) responsible for the administration, management, and operation of the Tunica County School District. This independent contractor is a Mississippi Public Employees Retirement System retiree. The contractor was selected through emergency procurement procedures pursuant to Section 3-207 of the Public Procurement Review Board Office of Personal Service Contract

Review Rules and Regulations, which states "[i]f the Agency Head...determines...that the delay incident to undertaking a competitive procurement would threaten the health or safety of any person, or the preservation or protection of property, then the Agency Head...may make an emergency procurement." The agency contends the extreme emergency situation jeopardizes the safety, security, and educational interest of the children enrolled in the schools in this district and without intervention by the State, it could result in the continuation of an inadequate and unstable educational environment, thereby denying the students of this district the opportunity to learn, to excel, and to obtain a free and appropriate public education. The Governor declared a state of emergency for Tunica County School District on July 9, 2015. Modification One updated the Statement of Work, Compensation and Financial Reports, Budget Narrative, and Priority clauses. All other terms and conditions of the original contract remain the same.

**3. Requesting Agency:** Mississippi Department of Education

**Supplier:** James Johnson-Waldington

**Contract #:** 8400000810

**Term:** 7/01/2018 – 06/30/2019

**Total Value:** \$195,500.00

**Modification**

**\$97,750.00**

**Summary of Request:** Modification One was submitted to extend the contract for six months and add \$97,750.00 in spending authority, for a contract total of \$195,500.00, which is comprised of \$170,000.00 for personal services or \$850.00 per day for 200 days and \$25,500.00 for travel. The contractor serves as the conservator (interim superintendent) responsible for the administration, management, and operation of the Leflore County School District. The contractor was selected through emergency procurement procedures pursuant to Section 3-207 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, which states "[i]f the Agency Head...determines...that the delay incident to undertaking a competitive procurement would threaten the health or safety of any person, or the preservation or protection of property, then the Agency Head...may make an emergency procurement." The agency contends the extreme emergency situation jeopardizes the safety, security, and educational interest of the children enrolled in the schools in this district and without intervention by the State, it could result in the continuation of an inadequate and unstable educational environment, thereby denying the students of this district the opportunity to learn, to excel, and to obtain a free and appropriate public education. The Governor declared a state of emergency for Leflore County School District on September 16, 2013. Modification One updated the Statement of Work, Compensation and Financial Reports, Budget Narrative, and Priority clauses. All other terms and conditions of the original contract remain the same.

**E. OPSCR Staff Approvals Reported to the Board**

**F. OPSCR Director's Report**

**VII. Adjournment**

# **Attachment A**

**OPSCR**

**Amended September 2018 Staff Approvals**

**Public Procurement Review Board**  
**OPSCR Staff Approvals for September 2018 (Amended)**

	<b>Contract Number</b>	<b>Agency</b>	<b>Vendor</b>	<b>Request Type*</b>	<b>Service Type</b>	<b>Contract Action</b>	<b>Contract Action Amount</b>
1	8200038024	MS Division of Medicaid	DXC Techonology Services, LLC	RFP	Insurance, Claims Processing Services	Modification/New Name Change	\$149,564,500.21
2					Insurance, Claims Processing Services	Modification/Term ination - Name Change	(\$149,564,600.21)
3	8200032035	MS Division of Medicaid	Enterprise Services, LLC	RFP			
	8200041620	Mississippi State Hospital	Precision Healthcare Staffing, LLC	PVL	Nursing	New	\$800,000.00
4	8200041621	Mississippi State Hospital	Southern Healthcare Agency, Inc.	PVL	Nursing	New	\$600,000.00
5	8200035103	Department of Human Services	Precision Healthcare Staffing, LLC	PVL	Nursing	Modification	\$226,887.00
6	8200039762	Boswell Regional Center	Staffing Innovations, Inc.	PVL	Nursing	Modification	\$49,000.00
7	8200034271	Veterans Affairs Board	AHS Staffing, LLC	Multiple Contracts	Pharmaceutical	Modification	\$15,000.00
8	8200034273	Veterans Affairs Board	AHS Staffing, LLC	Multiple Contracts	Pharmaceutical	Modification	\$15,000.00
9	8200034270	Veterans Affairs Board	AHS Staffing, LLC	Multiple Contracts	Pharmaceutical	Modification	\$15,000.00
10	8200031895	Department of Human Services	Pendleton Security, Inc.	RFP	Guard and Security Services	Modification/Term ination	(\$232,807.92)
11	8200040910	Mississippi Department of Corrections	Global Prisoner Services, LLC d/b/a Texas Prisoner Transportation	IFB	Guard and Security Services	Modification	\$0.00

**Public Procurement Review Board**  
**OPSCR Staff Approvals for September 2018 (Amended)**

12	8200039469	Mississippi Department of Education	Data Recognition Corporation	RFP	Educational/Training Services, Examination and Testing	Modification	\$0.00
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*\*Request Types were approved using the following staff authorities approved by the Board at the January 3, 2018 meeting:*

*PVL: Staff authority to approve contracts for vendors selected from and containing scopes of services consistent with the preapproved vendor list.*

*WIN: Staff authority to approve WIN (contract worker) contracts not exceeding \$75,000.00 in one fiscal year and/or calendar year.*

*CPU: Staff authority to approve modifications to previously approved contracts that involve cost-per-unit fees up to ten percent of the originally approved contract amount. Contracts approved using this authority shall not exceed \$500,000.00.*

*Multiple Contracts: Staff authority to approved multiple contracts with the same vendor, but with different scopes of services. Contracts approved using this authority shall not exceed \$75,000.00.*

*Technical Error: Staff authority to approve modifications to previously approved contracts involving accounting and scrivener's errors and other technical or technological problems that do not alter the contract terms and conditions.*

*Novation/Buyout/Name Change: Staff authority to approve the transfer or assignment of a previously approved contract that does not alter any other contract terms and conditions. Contracts approved using this authority include novation, buyout, and all other vendor name changes.*

*Reduction: Staff authority to approve modifications to previously approved contracts that only reduce the dollar amount of the contracts or in which the amount and services are unchanged.*



**Public Procurement Review Board  
OPSCR Staff Approvals for September 2018 (Amended)**

# **Attachment B**

**OPTFM**

**Staff Approvals**

(September 21, 2018 – October 29, 2018)

**PUBLIC PROCUREMENT REVIEW BOARD**  
**OPTFM STAFF APPROVALS**  
**AS OF SEPTEMBER 21, 2018 - October 29, 2018**

	(P-I) CONTRACT#	AGENCY	VENDOR	REQUEST TYPE	COMMODITY	ACTION	AMOUNT
1	8200041118	MS DEPARTMENT OF EDUCATION	CANON USA, INC.	COMPETITIVE PURCHASING AGREEMENT	COPIER RENTAL AND MAINTENANCE	NEW	\$4,589.10
2	8200042081	MDOT	CANON USA INC	COMPETITIVE PURCHASING AGREEMENTS	COPIERS	MODIFICATION	\$9,595.80
3	8200042080	MDOT	CANON USA INC	COMPETITIVE PURCHASING AGREEMENTS	COPIERS	MODIFICATION	\$11,316.60
4	8200040060	DFA	CANON USA INC	COMPETITIVE PURCHASING AGREEMENTS	COPIERS	MODIFICATION	\$5,906.60
5	4600001491	MS DEPT OF PUBLIC SAFETY	GRAY DANIELS FORD	OPEN PO	GRAY DANIELS FORD COMPANY PARTS	MODIFICATION	\$5,000.00
6	4600001492	MS DEPT OF PUBLIC SAFETY	VENABLE GLASS SERVICES	OPEN PO	VENABLE GLASS REPAIR	MODIFICATION	\$5,000.00
7	4600001493	MS DEPT OF PUBLIC SAFETY	SAFELITE GLASS CORP	OPEN PO	SAFELITE GLASS REPAIR	MODIFICATION	\$5,000.00
8	8200041816	SMRC	KYOCERA	PURCHASING AGREEMENTS	COPIERS	NEW	\$140,768.64
9	8200031510	ELLISVILLE STATE SCHOOL	JONES COUNTY MEDICAL SUPPLIES	COMPETITIVE PURCHASING AGREEMENTS	MEDICAL SUPPLIES	MODIFICATION	\$350,000.00
10	8200040475	MS DEPARTMENT OF HUMAN SERVICES	FRANCOTYP POSTALIA	COMPETITIVE PURCHASING AGREEMENT	MAILING EQUIPMENT	MODIFICATION	\$21,006.00
11	8200042151	MS STATE DEPARTMENT OF HEALTH	CANON USA, INC.	COMPETITIVE PURCHASING AGREEMENT	COPIER RENTAL AND MAINTENANCE	NEW	\$14,625.92
12	8200042017	MSU	TA INSTRUMENTS - WATERS TECHNOLOGIES CORPORATION	COMPETITIVE BID	DYNAMIC MECHANICAL ANALYZER DEMONSTRATION SYSTEM	NEW	\$119,897.00
13	8200041959	MS DEPT OF TRANSPORTATION	RICOH USA INC	PURCHASING AGREEMENTS	COPIERS	NEW	\$51,480.00

**PUBLIC PROCUREMENT REVIEW BOARD**  
**OPTFM STAFF APPROVALS**  
**AS OF SEPTEMBER 21, 2018 - October 29, 2018**

14	8200038747	MS DEPT OF WILDLIFE AND FISHERIES	RICOH USA INC	COMPETITIVE PURCHASING AGREEMENTS	COPIERS	MODIFICATION	\$306,443.20
15	8200042222	MS DEPT OF TRANSPORTATION	CANON USA INC	COMPETITIVE PURCHASING AGREEMENTS	COPIERS	NEW	\$5,150.88
16	8900000055	MDOT	ENNIS-FLINT INC	COMPETITIVE RFX	HIGH BUILD TRAFFIC PAINT	MODIFICATION	\$485,000.00
17	8200042220	MDOT	CANON U.S.A., INC.	COMPETITIVE PURCHASING AGREEMENTS	COPIERS	MODIFICATION	\$14,754.36
18	8200042221	MDOT	CANON U.S.A., INC.	COMPETITIVE PURCHASING AGREEMENTS	COPIERS	MODIFICATION	\$14,754.36
19	8200041959	MDOT	RICOH USA INC	COMPETITIVE PURCHASING AGREEMENTS	COPIERS	MODIFICATION	\$51,480.00
20	8200038930	MS DEPT OF WILDLIFE AND FISHERIES	XEROX DIRECT	COMPETITIVE PURCHASING AGREEMENTS	COPIERS	MODIFICATION	\$207,406.20
21	8200034978	MS DEPARTMENT OF HUMAN SERVICES	FRANCOTYP POSTALIA	COMPETITIVE PURCHASING AGREEMENT	MAILING EQUIPMENT	MODIFICATION	\$95,302.80
22	8200042295	MSU	THE WAX COMPANY	COMPETITIVE BID	27 TONS OF 3-WAY PERENNIAL RYEGRASS	NEW	\$55,080.00
23	8200042300	MS DEPARTMENT OF HUMAN SERVICES	FRANCOTYP POSTALIA	COMPETITIVE PURCHASING AGREEMENT	MAILING EQUIPMENT	NEW	\$15,105.60
24	8200042254	DFA	TEC SERVICES OF LOUISIANA INC	COMPETITIVE RFX	TAX FORMS	NEW	\$130,590.00

**PUBLIC PROCUREMENT REVIEW BOARD**  
**OPTFM STAFF APPROVALS**  
**AS OF SEPTEMBER 21, 2018 - October 29, 2018**

25	8900000925	MDOT	ORAFOL AMERICAS INC	COMPETITIVE RFX	REFLECTIVE SHEETING	NEW	\$75,000.00
26	8900000923	MDOT	AVERY DENNISON CORPORATION	COMPETITIVE RFX	REFLECTIVE SHEETING	NEW	\$225,000.00
27	8900000922	MDOT	3M COMPANY	COMPETITIVE RFX	REFLECTIVE SHEETING	NEW	\$75,000.00
28	8200374635	MS STATE DEPARTMENT OF HEALTH	CANON USA, INC.	COMPETITIVE PURCHASING AGREEMENT	COPIER RENTAL AND MAINTENANCE	MODIFICATION	\$30,000.00
29	8200042204	MS STATE DEPARTMENT OF HEALTH	CANON USA, INC.	COMPETITIVE PURCHASING AGREEMENT	COPIER RENTAL AND MAINTENANCE	MODIFICATION	\$27,822.72
30	8800003269	MDOT	THOMAS AUCTION & REAL ESTATE	OREQ - APPROVAL REQUEST	AUCTION HOUSE	MODIFICATION	\$50,000.00
31	8800003268	MDOT	JEFF MARTIN AUCTIONEERS INC	OREQ - APPROVAL REQUEST	AUCTION HOUSE	MODIFICATION	\$50,000.00
32	8200042523	UNIVERSITY OF MS	E3 DIAGNOSTICS INC.	COMPETITIVE BID	FOUR (4) AUDIOMETRIC SOUND BOOTHS	NEW	\$269,000.00
33	8200042563	UNIVERSITY OF SOUTHERN MS	L3 OCEAN SERVER	COMPETITIVE BID	AUTONOMOUS UNDERWATER VEHICLE	NEW	\$496,074.95
34	8200042674	MSU	ROBERTS WELDING LLC	COMPETITIVE BID	THREE (3) FLAT BOTTOM ALUMINUM BOATS INCLUDING TRAILERS AND OUTBOARD ENGINES FOR ALL THREE.	NEW	\$75,000.00
35	8200042654	MS DEPT OF TRANSPORTATION	CANON U.S.A., INC.	COMPETITIVE PURCHASING AGREEMENTS	COPIERS	NEW	\$13,212.00

**PUBLIC PROCUREMENT REVIEW BOARD**  
**OPTFM STAFF APPROVALS**  
**AS OF SEPTEMBER 21, 2018 - October 29, 2018**

36	8200042664	MS DEPT OF TRANSPORTATION	CANON U.S.A., INC.	COMPETITIVE PURCHASING AGREEMENTS	COPIERS	NEW	\$17,328.60
37	8200042560	OFFICE OF THE STATE AUDITOR	CANON USA INC.	COMPETITIVE PURCHASING AGREEMENT	COPIER RENTAL	NEW	\$130,171.00
38	4000332218	MISSISSIPPI DEPARTMENT OF HEALTH	CANNON MOTORS	COMPETITIVE PURCHASING AGREEMENT	3 DODGE GRAND CARAVANS	NEW	\$64,134.00
39	4000332100	DEPARTMENT OF MARINE RESOURCES	KIRK AUTO WORLD	COMPETITIVE PURCHASING AGREEMENT	1 DODGE RAM 1500 TRUCK	NEW	\$26,235.00

# **Attachment C**

**OPTFM**

Emergency Purchases

**PUBLIC PROCUREMENT REVIEW BOARD  
EMERGENCY OPTFM APPROVALS**

	(P-1) Contract #	AGENCY	VENDOR	REQUEST TYPE	COMMODITY	AMOUNT	DATE RECEIVED	ACTION
1	8400000800	MDOT	TRIAD METALS INTERNATIONAL	EMERGENCY	HR H PILE	\$77,605.00	3/23/2018	NEW
2	8400000801	MDOT	TWINCREST INC	EMERGENCY	TRAFFIC SIGNAL DEVICES	\$64,802.00	3/28/2018	NEW
3	8400000802	MS STATE DEPARTMENT OF HEALTH	BIMBO BAKERIES USA	EMERGENCY	BREAD, WHOLE WHEAT, GRAIN FOR WIC	\$258,000.00	3/29/2018	NEW
4	8400000802	MS STATE DEPARTMENT OF HEALTH	BIMBO BAKERIES USA	EMERGENCY	BREAD, WHOLE WHEAT, GRAIN FOR WIC	\$258,000.00	4/2/2018	NEW
5	8400000580	MS STATE DEPARTMENT OF HEALTH	NEXAIR LLC	EMERGENCY	ICP LIQUID ARGON GAS AND BULK TANK RENTAL	\$80,963.70	4/25/2018	MODIFICATION
6	8400000802	MS STATE DEPARTMENT OF HEALTH	BIMBO BAKERIES USA	EMERGENCY	BREAD FOR WIC PROGRAM	\$258,000.00	5/10/2018	MODIFICATION
7	8400000702	MS DEPARTMENT OF CORRECTIONS	SOUTHWEST MICROWAVE, INC.	EMERGENCY	REPLACEMENT OF CMC'S PERIMETER FENCE DETECTION SYSTEM	\$125,910.00	8/7/2018	MODIFICATION
8	8400000893 (Type 2, Emergency P1)	JSU	PUCKETT MACHINERY - JACKSON	TYPE 2 EMERGENCY PURCHASE	RENTAL OF THREE (3) GENERATORS, CABLES AND TECHNICIANS TO PROVIDE 90% POWER TO MS VETERANS MEMORIAL STADIUM.	\$124,257.84	8/24/2018	NEW



# **Attachment D**

**OPTFM**

**Sole Source Purchases**

	(P-1) CONTRACT	AGENCY	VENDOR	REQUEST TYPE	COMMODITY	AMOUNT	DATE RECEIVED	ACTION	SOLE SOURCE JUSTIFICATION
1	88000006121	UMMC	TUCKER-DAVIS TECHNOLOGIES	SOLE SOURCE	RECORDING SYSTEM FOR AUDITORY EVOKED POTENTIALS AND DISTORTION PRODUCT OF ACOUSTIC EMISSIONS IN RODENTS AND RELATED ACCESSORIES FROM TUCKER- DAVIS TECHNOLOGIES	\$27,265.00	1/8/18		
2	88000006130	UMMC	BIO-RAD LABORATORIES	SOLE SOURCE	TWO (2) CHEMIDOC MP IMAGING SYSTEMS, ACCESSORIES AND COMMODITIES FROM BIO-RAD.	\$84,480.00	1/9/18		
3	88000006157	MS STATE DEPARTMENT OF HEALTH	QIAGEN, INC.	SOLE SOURCE	TB REAGENTS TEST KITS	\$373,437.00	1/26/18		
4	88000006158	MS STATE DEPARTMENT OF HEALTH	BECTON, DICKSON AND COMPANY	SOLE SOURCE	REAGENTS AND SUPPLIES FOR BD BACTEC MGIT SYSTEM	\$71,271.90	1/26/18		
5	88000006158	MS STATE DEPARTMENT OF HEALTH	BECTON, DICKSON AND COMPANY	SOLE SOURCE	REAGENTS AND SUPPLIES FOR BD BACTEC MGIT SYSTEM	\$71,271.90	1/29/18		
6	88000006140	MSU	INTERNATIONAL ASSOCIATION OF ASSESSING O	SOLE SOURCE	COURSE MATERIALS	\$99,750.00	1/11/18		
7	88000006141	MSU	CRAIC TECHNOLOGIES , INC	SOLE SOURCE	SPECTROPHOTOMETER	\$76,355.00	1/18/18		
8	88000004732	UNIVERSITY OF MS	UNIVERSITY OF ALASKA FAIRBANKS	SOLE SOURCE	CHAPARRAL MODEL 50A INFRASOUND SENSORS	\$8,160.00	2/21/18		
9	88000004654	UNIVERSITY OF MS	D E HOKANSON INC.	SOLE SOURCE	HOKANSON NIVP3 NONINVASIVE ARTERIAL INFLOW AND EC6 STRAIN GAUGE AND PHOTO PLETHYSMOGRAPH WITH ACCESSORIES	\$9,054.00	2/21/18		
10	88000004767	UNIVERSITY OF MS	WYLE LABORATORIES INC	SOLE SOURCE	BIOREACTOR DOMES- CUSTOM DESIGNED INSTRUMENT FOR CANCER RESEARCH	\$42,224.97	2/21/18		
11	88000004770	UNIVERSITY OF MS	RHOADES CAR INTERNATIONAL	SOLE SOURCE	RHOADES CAR GOBOY X2 WITH MOTOR, CANOPY, AND ACCESSORIES	\$6,472.00	2/21/18		

13	8800004897	UNIVERSITY OF MS	PARR INSTRUMENT COMPANY	SOLE SOURCE	MINI PRESSURE REACTION APPARATUS, 300 ML, REMOVABLE HEAD ALLOY C-276 (HAST C-276)	\$24,485.00	2/21/18		
14	8800004885	UNIVERSITY OF MS	METRO LASER, INC.	SOLE SOURCE	CUSTOM DOUBLE PULSE LASER SHEAROGRAPHY SYSTEM WITH PIXELATED, INSTANTANEOUS PHASE SHIFTING INTERFEROMETRY	\$570,521.00	2/21/18		
15	8800005201	UNIVERSITY OF MS	BRUKER BIOSPIN CORP	SOLE SOURCE	BRUKER BIOSPIN CORP FOURIER™ 300 FT-NMR SPECTROMETER, COMPLETE SYSTEM DEMO UNIT	\$160,950.00	2/21/18		
16	8800005361	UNIVERSITY OF MS	S G FRANTZ CO INC	SOLE SOURCE	CONVERSION PARTS TO CONVERT FRANTZ ISODYNAMIC MAGNETIC SEPARATOR MODEL L-1 (S/N 1245) TO A FRANTZ MAGNETIC BARRIER LABORATORY SEPARATOR MODEL LB-1	\$11,558.74	2/21/18		
17	8800005363	UNIVERSITY OF MS	WATERS TECHNOLOGIES CORPORATION	SOLE SOURCE	XEVO TQD BENCHTOP TANDEM QUADRUPOLE MASS DETECTOR	\$160,010.48	2/21/18		
18	8800005497	UNIVERSITY OF MS	MOLMEX SCIENTIFIC INC	SOLE SOURCE	MOLMEX SCIENTIFIC LS INSTRUMENTS 3D LS SPECTROMETER PACKAGE	\$147,992.00	2/21/18		
19	8800005851	UNIVERSITY OF MS	WATERS TECHNOLOGIES CORPORATION DBA. TA INSTRUMENTS - WATERS LLC	SOLE SOURCE	TA INSTRUMENTS DISCOVERY DSC25 SYSTEM DISCOVERY REFRIGERATED COOLING SYSTEM	\$39,240.00	2/21/18		
20	8800005893	UNIVERSITY OF MS	AGILENT TECHNOLOGIES, INC.	SOLE SOURCE	AGILENT 6230 MASS SPECTROMETER ANALYZER	\$150,787.62	2/21/18		
21	8800005955	UNIVERSITY OF MS	JASPER CANYON RESEARCH INCORPORATED	SOLE SOURCE	JASPER CANYON RESEARCH, INC. ZIRCON WATER TABLE SEPARATOR SYSTEM	\$18,500.00	2/21/18		
22	8800005953	UNIVERSITY OF MS	NIKON INSTRUMENTS	SOLE SOURCE	NIKON MODEL T12-E W/CUSTOM CONFIGURATION PER DR. ASHPOLE	\$149,997.36	2/21/18		
23	8800005954	UNIVERSITY OF MS	NIKON INSTRUMENTS	SOLE SOURCE	NIKON MODEL T12-E W/CUSTOM CONFIGURATION PER DR. PARIS	\$149,965.60	2/21/18		
24	8800006031	UNIVERSITY OF MS	LI-COR, INC.	SOLE SOURCE	LI-COR, INC. ODYSSEY CLX INFRARED IMAGING SYSTEM	\$55,155.00	2/21/18		

<b>25</b>	8800006074	UNIVERSITY OF MS	COSMED USA INC	SOLE SOURCE	COSMED USA, INC. BOD POD GOLD STANDARD	\$48,536.00	2/21/18		
<b>26</b>	8800006190	MSU	BRASCO INTERNATIONAL INC.	SOLE SOURCE	BUS STOP SHELTERS BRASCO INTERNATIONAL 5'X10' SLIMLINE SERIES ALUMINUM FOUR-SIDED STRUCTURE WITH FRONT CENTERED WINDSCREEN, TWO ADA OPENINGS, DARK ANODIZED ALUMINUM FINISH, 1/4" CLEAR TEMPERED SAFETY GLASS, HORIZONTAL MULLIONS WITH THREE-WAY SPLIT GLASS, FLAT ALUMINUM ROOF, 12" ALUMINUM FASCIA, PARTIAL LENGTH ALUMINUM BENCH, SOLAR POWERED LIGHTING PACKAGE, 4' X6' DISPLAY CASE	\$39,850.00	2/26/18	NEW	
<b>27</b>	8800006155	UMMC	ANDOR TECHNOLOGY LTD	SOLE SOURCE	ANDOR DSD2 CONFOCAL 3D IMAGING SYSTEM, CAMERA AND ASSOCIATED ACCESSORIES	\$76,632.00	1/24/18	NEW	
<b>28</b>	8800005280	MSU	MARQUIS ENTERTAINMENT	SOLE SOURCE	MINIATURE MILKING COW. THE MILKING COW IS MADE OF FIBERGLASS AND MOUNTED ON A FIBERGLASS BASE.	\$8,915.00	3/6/18	MODIFICATION	
<b>29</b>	8800005520	MSU	PHYSICS APPLICATIONS	SOLE SOURCE	TWO-STAGE LIGHT-GAS GUN TO INCLUDE ALL PERIPHERAL SENSORS, TANKS, LASER VELOCIMETER SYSTEM, INSTALLATION, AND DEMONSTRATION.	\$115,000.00	3/6/18	MODIFICATION	
<b>30</b>	8800005555	MSU	SPARY EMBEDDED AB	SOLE SOURCE	RADIOSONDE S1H2-S (WEATHER INSTRUMENTATION WITH BALLOON)	\$28,997.00	3/6/18	MODIFICATION	
<b>31</b>	8800005633	MSU	ACEA BIOSCIENCES	SOLE SOURCE	FLOW CYTOMETER, THE NOVOCYTE 3000, PRODUCED BY ACEA BIOSCIENCES, INC., SAN DIEGO, CA. IT IS A 3-LASER INSTRUMENT WITH 13 FLUORESCENT CHANNELS (AS WELL AS SIDE SCATTER AND FORWARD SCATTER) AND IS EQUIPPED WITH AN AUTOSAMPLER FOR HANDS-OFF OPERATION.	\$135,476.70	3/6/18	MODIFICATION	

32	8800005655	MSU	LPW TECHNOLOGY INC.	SOLE SOURCE	15 KG OF PLASMA ATOMIZED TI-6AL-4V POWDER (45-150 MICRON) 13.6 KG OF PLASMA ROTATING ELECTRODE PROCESS TI- 6AL-4V POWDER (45-150 MICRON).	\$6,727.50	3/6/18	MODIFICATION	
33	8800005645	MSU	ANTON PAAR USA INC.	SOLE SOURCE	PELTIER TEMPERATURE CONTROL DEVICE FOR CONCENTRIC CYLINDER MEASURING GEOMETRIES TEMPERATURE RANGE -30 TO 200C	\$17,393.53	3/6/18	MODIFICATION	
34	8800005675	MSU	TELONICS INC.	SOLE SOURCE	TGW-4677-4 GPS/IRIDIUM SYSTEM WITH FULL CAST FOR BROWN BEAR. TGW-4677-4 GPS/IRIDIUM SYSTEM FOR ELK.	\$85,314.00	3/6/18	MODIFICATION	
35	8800005612	MSU	OPTOMECH INC.	SOLE SOURCE	TWO POWDER FEEDERS MOUNTED ON A STANDALONE CART WITH INDIVIDUAL RPM CONTROL AND A PROGRAM FOR CUSTOM BLENDING OF MATERIALS.	\$49,000.00	3/6/18	MODIFICATION	
36	8800005692	MSU	PI PHYSIK INSTRUMENTE LP	SOLE SOURCE	P-025.40P: PICA POWER PIEZO ACTUATOR, 60µM, OD25XL60MM P-025.80P: PICA POWER PIEZO ACTUATOR, 120µM, OD25XL113MM P-202.06: PICA HVPZT CABLE LEMO / OPEN END, 0.6 M E-482.00: QTY 2-PICA HIGH- POWER PIEZO DRIVER/CONTROLLER WITH ENERGY RECOVERY, 1050V, 6 A, 19" P-056.40P: PICA POWER PIEZO ACTUATOR, 60µM, OD56XL63MM	\$33,413.00	3/6/18	MODIFICATION	

<b>37</b>	8800005794	MSU	COLORADO STATE UNIVERSITY	SOLE SOURCE	EATING SMART • BEING ACTIVE CURRICULUM ORIGINALLY WRITTEN IN 2005, UPDATED IN 2010, AND THOROUGHLY REVISED IN 2017.	\$13,154.85	3/6/18	MODIFICATION	
<b>38</b>	8800005799	MSU	US FOREST SERVICE	SOLE SOURCE	14,000 MARK TRAIL COLORING BOOK 13,000 MARK TRAIL ACTIVITY BOOKS	\$27,000.00	3/6/18	MODIFICATION	
<b>39</b>	8800005520	MSU	PHYSICS APPLICATIONS	SOLE SOURCE	TWO-STAGE LIGHT-GAS GUN TO INCLUDE ALL PERIPHERAL SENSORS, TANKS, LASER VELOCIMETER SYSTEM, INSTALLATION, AND DEMONSTRATION.	\$115,000.00	3/12/18	MODIFICATION	
<b>40</b>	8800005555	MSU	SPARY EMBEDDED AB	SOLE SOURCE	RADIOSONDE S1H3-S (WEATHER INSTRUMENTATION WITH BALLOON)	\$28,997.00	3/12/18	MODIFICATION	
<b>41</b>	8800005633	MSU	ACEA BIOSCIENCES	SOLE SOURCE	FLOW CYTOMETER, THE NOVOCYTE 3000, PRODUCED BY ACEA BIOSCIENCES, INC., SAN DIEGO, CA. IT IS A 3-LASER INSTRUMENT WITH 13 FLUORESCENT CHANNELS (AS WELL AS SIDE SCATTER AND FORWARD SCATTER) AND IS EQUIPPED WITH AN AUTOSAMPLER FOR HANDS-OFF OPERATION.	\$135,476.70	3/12/18	MODIFICATION	

43	8800005645	MSU	ANTON PAAR USA INC.	SOLE SOURCE	PELTIER TEMPERATURE CONTROL DEVICE FOR CONCENTRIC CYLINDER MEASURING GEOMETRIES TEMPERATURE RANGE -30 TO 200C	\$17,393.53	3/12/18	MODIFICATION	
44	8800005675	MSU	TELONICS INC.	SOLE SOURCE	TGW-4677-4 GFS/IRIDIUM SYSTEM WITH FULL CAST FOR BROWN BEAR TGW-4677-4 GFS/IRIDIUM SYSTEM FOR ELK	\$85,314.00	3/12/18	MODIFICATION	
45	8800005612	MSU	OPTOMECH INC.	SOLE SOURCE	TWO POWDER FEEDERS MOUNTED ON A STANDALONE CART WITH INDIVIDUAL RPM CONTROL AND A PROGRAM FOR CUSTOM BLENDING OF MATERIALS	\$49,000.00	3/12/18	MODIFICATION	
46	8800005692	MSU	PIPHYSIK INSTRUMENTE LP	SOLE SOURCE	P-025.40P: PICA POWER PIEZO ACTUATOR, 60µM, OD25XL60MM P-025.80P: PICA POWER PIEZO ACTUATOR, 120µM, OD25XL113MM P-202.06: PICA HVPZT CABLE LEMO / OPEN END, 0.6M E-482.00: QTY 2-PICA HIGH-POWER PIEZO DRIVER/CONTROLLER WITH ENERGY RECOVERY, 1050V, 6 A, 19" P-056.40P: PICA POWER PIEZO ACTUATOR, 60µM, OD56XL63MM	\$33,413.00	3/12/18	MODIFICATION	
47	8800005794	MSU	COLORADO STATE UNIVERSITY	SOLE SOURCE	EATING SMART • BEING ACTIVE CURRICULUM ORIGINALLY WRITTEN IN 2005, UPDATED IN 2010, AND THOROUGHLY REVISED IN 2017.	\$13,154.85	3/12/18	MODIFICATION	

48	8800005799	MSU	US FOREST SERVICE	SOLE SOURCE	14,000 MARK TRAIL COLORING BOOK 13,000 MARK TRAIL ACTIVITY BOOKS	\$27,000.00	3/12/18	MODIFICATION	
49	8800004574	MSU	MTS SYSTEMS CORP.	SOLE SOURCE	HIGH PERFORMANCE FURANCE & ACCESSORIES	\$29,666.56	3/12/18	MODIFICATION	
50	8800004577	MSU	ABRAXIS LLC	SOLE SOURCE	CYANOTOXIN AUTOMATED ASSAY SYSTEM	\$25,600.00	3/12/18	MODIFICATION	
51	8800004578	MSU	TURBINE TECHNOLOGIES LTD	SOLE SOURCE	PUMPLAB	\$32,385.21	3/12/18	MODIFICATION	
52	8800004579	MSU	TA INSTRUMENTS LLC	SOLE SOURCE	STAINLESS SATEEL CUP & BOB FIXTURE	\$8,631.00	3/12/18	MODIFICATION	
53	8800004592	MSU	TURBINE TECHNOLOGIES LTD.	SOLE SOURCE	RANKINE CYCLER	\$32,593.92	3/12/18	MODIFICATION	
54	8800004600	MSU	ARMFIELD INC.	SOLE SOURCE	FLUID FRICTION MEASUREMENTS, DATA LOGGING ACCESSORY W/SOFTWARE FOR C6-MKII, PRESSURE SURGE IN A PIPE & WATER HAMMER APPARATUS VAPOUR COMPRESSION REFRIGERATION UNIT TRANSFORMER TO ACCOMMODATE 120V/1PH/60HZ SUPPLY SATURATION PRESSURE & TROTTLING CALORIMETER EDUCATIONAL SOFTWARE FOR THI TO TH5 ON A SINGLE CD-ROM, C/W DATA LOGGER	\$149,451.00	3/12/18	MODIFICATION	



55	8800004627	MSU	AGILENT TECHNOLOGIES INC.	SOLE SOURCE	LIQUID CHROMATOGRAPH	\$214,784.10	3/12/18	MODIFICATION	
56	8800004631	MSU	ORGANWISE GUYS	SOLE SOURCE	ORGANWISE GUYS NUTRITION EDUCATION MATERIALS AND CURRICULUM	\$154,341.88	3/12/18	MODIFICATION	
57	8800004785	MSU	AMRO MUSIC STORE	SOLE SOURCE	STEINWAY MODEL B EDONY SATIN	\$85,250.00	3/12/18	MODIFICATION	
58	8800004804	MSU	HYSITRON INC.	SOLE SOURCE	ADVANCED CONTROL MODULE FOR TRIBPNDENTER TL-900 HYSITRON/NEWPORT ESP-301 MOTOR CONTROLLER FOR TRIBOINDENTER TL-900 V2 COLOR OPTICS FOR TRIBOINDENTER TL-900 FUSED QUARTZ STANDARD FOR TEST CALIBRATION SINGLE CRYSTAL ALUMIN	\$80,574.00	3/12/18	MODIFICATION	
59	8800004815	MSU	BRUKER AXS INC.	SOLE SOURCE	CHEMISTRY DEPARTMENT IS SEEKING TO PURCHASE A BRUKER BCU-1 PRE-COOLING AND STABILIZATION ACCESSORY FOR T	\$6,500.00	3/12/18	MODIFICATION	
60	8800004832	MSU	BIOMEDICAL SOLUTIONS	SOLE SOURCE	PRECELLYS EVOLUTION HOMOGENIZERS & LYSING KIT FOR HARD TISSUE HOMOGENIZING	\$8,454.38	3/12/18	MODIFICATION	

61	8800004835	MSU	FUJIFILM SONOSITE INC.	SOLE SOURCE	SONOSITE EDGE ULTRASOUND SYSTEM	\$34,752.50	3/12/18	MODIFICATION	
62	8800004837	MSU	FEEDBACK INSTRUMENTS	SOLE SOURCE	MODULAR SERVO SYSTEM, CONVERSION KITS, COMPONENTS, MATLAB CONTROL APPLICATIONS, LABVIEW APPLICATIONS, & PLC TRAINING	\$177,375.41	3/12/18	MODIFICATION	
63	8800004863	MSU	SPARY EMBEDDED AB	SOLE SOURCE	WINDSOND SOFTWARE LICENSE WS-161, WINDSOND RECEIVER RR1-087, RADIOSONDE SIH3-S WITH BATTERY BL75	\$15,780.00	3/12/18	MODIFICATION	
64	8800004884	MSU	INTERNATIONAL ASSOCIATION OF ASSESSING O	SOLE SOURCE	IAAO COURSE MATERIAL	\$21,640.00	3/12/18	MODIFICATION	
65	8800004892	MSU	UVP LLC	SOLE SOURCE	UVP IBOX SCIENTIA 900, A SMALL ANIMAL IMAGING SYSTEM	\$84,128.00	3/12/18	MODIFICATION	
66	8800004920	MSU	US DIDACTIC	SOLE SOURCE	HM142-SEDIMENTATION TANK, HM141-HYDROGRAPH AFTER PRECIPITATION, HM111-PIPE NETWORK BENCH AND HM140-OPEN CHAN	\$103,000.00	3/12/18	MODIFICATION	
67	8800004931	MSU	INTERNATIONAL MET SYSTEMS	SOLE SOURCE	58 OF EACH OF THE FOLLOWING: IMET-1ABXN 403 MHZ GPS RADIOSONDE, 100GM METEOROLOGICAL BALLOON, DE-REELER FOR RADIOSONDE, PARACHUTE FOR RADIOSONDE	\$14,006.02	3/12/18	MODIFICATION	
68	8800004946	MSU	PERKIN ELMER HEALTH SCIENCES	SOLE SOURCE	IVIS LUMINA SERIES III INSTRUMENT WITH XGL-8 ANESTHESIA SYSTEM	\$208,256.00	3/12/18	MODIFICATION	

69	8800004962	MSU	HYDRONALIX	SOLE SOURCE	REMOVAL OF GASOLINE SYSTEM AND REPLACEMENT WITH STANDARD HYDRONALIX ELECTRIC MOTOR SYSTEM AND BATTERY PACK FOR 65" BOAT. 24 CELL BATTERY MODULE INSTALLED IN USV. MOTOR CONTROLLER SYSTEM WITH MAGNETIC ARMING SWITCH INTEGRATED WITH PICCOLO CONTROL INSTALLED IN USV. CHARGERS AND MISCELLANEOUS SUPPORT ACCESSORIES. READY TO RUN STATE AND CUSTOMER TRAINING AND ORIENTATION	\$24,000.00	3/12/18	MODIFICATION	
70	8800004963	MSU	FORNEY LP	SOLE SOURCE	CONSOLE, AUTOMATIC VFD-MOE	\$12,999.00	3/12/18	MODIFICATION	
71	8800004976	MSU	BECKMAN COULTER INC.	SOLE SOURCE	BECKMAN COULTER/OPTIMA XPN 90-IVD (A99842) BECKMAN COULTER/ROTOR PACKAGE, SW-32II (369694) BECKMAN COULTER/SW-55II ROTOR PACKAGE (342196)	\$64,068.32	3/12/18	MODIFICATION	
72	8800005031	MSU	LUMITE	SOLE SOURCE	(16) 6'H X 20' W X 20'L INSECT CAGES WITH PYRAMID TOP 4'H X 20' W X 20'L WITH 6' ZIPPER ON SIDE REINFORCED TOP	\$24,682.24	3/12/18	MODIFICATION	

93	8800006204	UMMC	DATA SCIENCES INTERNATIONAL (DSI)	SOLE SOURCE	PRESSURE AND ACTIVITY TELEMETRY PROBES AND ACCESSORIES	\$12,705.00	3/28/18	NEW	
94	8800006204	UMMC	DATA SCIENCES INTERNATIONAL (DSI)	SOLE SOURCE	PRESSURE AND ACTIVITY TELEMETRY PROBES AND ACCESSORIES	\$12,705.00	4/3/18	NEW	
95	8800006231	UNIVERSITY OF MS	LAB PRODUCTS INC.	SOLE SOURCE	SUPER MOUSE 750 VENTILATED MICRO- ISOLATOR CAGE RACK AND ACCESSORIES	\$16,297.00	4/5/18	NEW	
96	8800006220	MDOT	ANTON PAAR USA INC	SOLE SOURCE	ANTON PAAR GROUND TIRE RUBBER DEVICE	\$12,368.60	4/2/18	NEW	
97	8800006220	MDOT	ANTON PAAR USA INC	SOLE SOURCE	ANTON PAAR GROUND TIRE RUBBER DEVICE	\$12,368.60	4/2/18	MODIFICATION	
98	8800006220	MDOT	ANTON PAAR USA INC	SOLE SOURCE	ANTON PAAR GROUND TIRE RUBBER DEVICE	\$12,368.60	4/2/18	MODIFICATION	
99	8800006212	UMMC	TECAN US INC.	SOLE SOURCE	INFINITE 200 PRO M PLEX MICROPLATE READER AND RELATED ACCESSORIES	\$23,277.00	4/6/18	NEW	

100	8800006212	UMMC	TECAN US INC.	SOLE SOURCE	INFINITE 200 PRO M PLEX MICROPLATE READER AND RELATED ACCESSORIES	\$23,277.00	4/6/18	NEW	
101	8800006251	UNIVERSITY OF SOUTHERN MS	MASTER PRECISION PRODUCTS, INC.	SOLE SOURCE	ASTM MOLDS	\$6,850.00	4/23/18	NEW	
102	8800006251	UNIVERSITY OF SOUTHERN MS	MASTER PRECISION PRODUCTS, INC.	SOLE SOURCE	ASTM MOLDS	\$6,850.00	4/26/18	MODIFICATION	
103	8800006243	UNIV. OF MS MEDICAL CENTER	SIMULAB CORPORATION	SOLE SOURCE	MEDICAL TRAINING EQUIPMENT	\$13,600.00	4/24/18	NEW	
104	8800006252	UNIV. OF MS MEDICAL CENTER	RAYBIOTECH LIFE, INC.	SOLE SOURCE	LAB EQUIPMENT	\$40,402.36	4/30/18	NEW	
105	8800006242	UNIVERSITY OF MS	SYNDAVER LABS INC.	SOLE SOURCE	SYNTHETIC HUMAN, G2 ANATOMY MODEL, FEMALE	\$111,194.00	4/24/18	NEW	
106	8800006243	UNIV. OF MS MEDICAL CENTER	SIMULAB CORPORATION	SOLE SOURCE	MEDICAL TRAINING EQUIPMENT	\$13,600.00	4/25/18	NEW	
107	8800006252	UNIV. OF MS MEDICAL CENTER	RAYBIOTECH LIFE, INC.	SOLE SOURCE	LAB EQUIPMENT	\$40,402.36	4/25/18	NEW	
108	8800006248	UMMC	PERMED INC.	SOLE SOURCE	PERICAM PSI HR LASER SPECKLE IMAGER AND RELATED ACCESSORIES	\$61,900.00	5/11/18	NEW	

109	8800006256	UMMC	MEDIBEACON GMBH	SOLE SOURCE	NIC-KIDNEY FLUORESCENT DETECTOR AND RELATED ACCESSORIES	\$8,684.00	5/14/18	NEW	
110	8800006261	UMMC	AXON ENTERPRISE INC.	SOLE SOURCE	40 TASERS WITH ACCESSORIES WITH A SPARE TASER (41 TASERS); A SPARE HANDLE (41 HANDLES); AND A SPARE BATTERY PACK (41 BATTERY PACKS). THIS INCLUDES A FIVE YEAR SERVICE PLAN AND A FIVE YEAR ASSURANCE PLAN.	\$98,964.00	5/17/18	NEW	
111	8800006256	UMMC	MEDIBEACON GMBH	SOLE SOURCE	NIC-KIDNEY FLUORESCENT DETECTOR AND RELATED ACCESSORIES	\$40,000.00	Rejected on 5/14/2018, Revised on 5/22/18	NEW	
112	8800006264	UMMC	MED ASSOCIATES INC.	SOLE SOURCE	SELF-ADMINISTRATION EQUIPMENT FOR NONHUMAN PRIMATES	\$40,000.00	5/22/18	NEW	
113	8800006279	MS STATE DEPARTMENT OF HEALTH	BIO RAD LABORATORIES, INC.	SOLE SOURCE	GEENIUS HIV 1/2 SUPPLEMENTAL ASSAY TEST KITS	\$60,480.00	5/24/18	NEW	
114	8800006278	MS STATE DEPARTMENT OF HEALTH	IDEXX LABORATORIES, INC.	SOLE SOURCE	E. COLI AND COLIFORM REAGENTS (TEST KITS) FOR DRINKING & DIARY WATER	\$155,140.00	5/24/18	NEW	
115	8800006280	MS STATE DEPARTMENT OF HEALTH	BIOFIRE DIAGNOSTICS, LLC	SOLE SOURCE	BIOFIRE FILM ARRAY SYSTEM TEST KITS & PCR MOLECULAR BIOLOGY SYSTEM	\$69,420.00	5/24/18	NEW	
116	8800006281	MSU	US DIDACTIC	SOLE SOURCE	(50), GUNT, TZ 300, LEVER ASSEMBLY PRESS KITS	\$60,058.42	5/30/18	NEW	
117	8800006262	DPS	QIAGEN INC	SOLE SOURCE	QIAGEN EZ1 ADVANCED XL	\$108,511.00	5/29/18	NEW	
118	8800006274	DPS	LIFE TECHNOLOGIES CORPORATION	SOLE SOURCE	401734 PRISM GENESCAN KIT 500 ROX	\$497,000.00	5/29/18	NEW	

119	8800006263	DPS	QIAGEN INC	SOLE SOURCE	EZ1 DNA INVESTIGATOR KIT (48)	\$432,000.00	5/29/18	NEW	
120	8800006284	MSU	US DIDACTIC	SOLE SOURCE	QTY 1: GUNT, WP 400, PENDULUM IMPACT TESTER, 25 NM, W/ DATA ACQUISITION, SAFETY CAGE, AND TEST SPECIMENS QTY 2: GUNT, WP 140, FATIGUE TESTING MACHINE W/ TEST SPECIMENS QTY 1: GUNT, TM 155, FREE AND FORCED VIBRATION APPARATUS W/ DATA ACQUISITION	\$65,037.51	6/5/18	NEW	
121	8800006285	MSU	INSTRON CORP.	SOLE SOURCE	INSTRON MODEL 5969 MATERIALS TESTING SYSTEM, CAPACITY 50 KN W/TENSION, COMPRESSION, BENDING, & SHEAR ACCESSORIES	\$99,390.00	6/5/18	NEW	
122	8800006300	UMMC	AXON ENTERPRISE INC.	SOLE SOURCE	40 TASER 60 X2 (MODEL) UNITS WITH ACCESSORIES	\$98,964.00	6/8/18	NEW	
123	8800006311	UNIVERSITY OF MS	GUBENER PLASTINATE GMBH	SOLE SOURCE	GUBENER PLASTINATE GMBH VON Hagens PLASTINATION SPECIMENS	\$139,898.40	6/11/18	NEW	
124	8800006310	MSU	DELTA WESTERN	SOLE SOURCE	FIVE EXPERIMENTAL DIETS CONTAINING VARIOUS LEVELS OF PROTEIN AND THE AMINO ACID LYSINE	\$20,000.00	6/12/18	NEW	
125	8800006312	UMMC	OROBOROS INSTRUMENTS GMBH	SOLE SOURCE	POWER O2K-RESPIROMETER, AN UPGRADE OF THE O2K-RESPIROMETER TO O2K-FLUORESPROMETER, AND A STIRRER-BAR.	\$50,219.41	6/13/18	NEW	
126	8800006320	MS STATE DEPARTMENT OF HEALTH	ROCHE DIAGNOSTICS CORPORATION	SOLE SOURCE	MAGNA PURE 96 INSTRUMENT	\$91,563.00	6/12/18	NEW	
127	8800006323	MDOT	POTTERS INDUSTRIES INC	SOLE SOURCE	VISILOK	\$150,000.00	6/15/18	NEW	
128	8800006314	UNIVERSITY OF SOUTHERN MS	PASCO SCIENTIFIC	SOLE SOURCE	PASCO 550 UNIVERSAL INTERFACE.	\$5,869.98	6/21/18	NEW	

129	8800006316	UMMC	OROBROS INSTRUMENTS GMBH	SOLE SOURCE	O2K FLUORESPIROMETER.	\$60,662.91	6/25/18	NEW	
130	8800006320	MS STATE DEPARTMENT OF HEALTH	ROCHE DIAGNOSTICS CORPORATION	SOLE SOURCE	MAGNA PURE 96 INSTRUMENT	\$91,563.00	6/21/18	NEW	
131	8800006320	MS STATE DEPARTMENT OF HEALTH	ROCHE DIAGNOSTICS CORPORATION	SOLE SOURCE	MAGNA PURE 96 INSTRUMENT	\$91,563.00	6/27/18	NEW	
132	8800006313	MS STATE DEPARTMENT OF HEALTH	The National Campaign to Prevent Te	SOLE SOURCE	Customized Comprehensive Reproductive Health Education Materials	\$15,080.00	6/25/18	NEW	IN COMPLIANCE WITH TITLE X FAMILY PLANNING PROGRAM'S LAWS AND REGULATIONS, THE AGENCY MUST HAVE A REVIEW AND APPROVAL PROCESS FOR PATIENT EDUCATION MATERIALS BY AN ADVISORY COMMITTEE. THE COMMITTEE SELECTED THIS VENDOR'S MATERIAL. THIS VENDOR'S MATERIALS ARE MEDICALLY ACCURATE, EVIDENCED BASED PATIENT MATERIALS TAILORED FOR FAMILY PLANNING CLIENTS. THESE MATERIALS ARE PRODUCED IN A VARIETY OF LANGUAGES.
133	8800006332	UMMC	Med Associates, Inc	SOLE SOURCE	Rat Shuttle Chamber package for active and passive avoidance	\$24,000.00	7/10/18	NEW	THE ADDITIONAL CHAMBER PACKAGE WILL BE CONTROLLED BY AN EXISTING COMPUTER WITH MED ASSOCIATES SOFTWARE
134	8800006341	UMMC	True Phantom Solutions, Inc.	SOLE SOURCE	Adult Human Head (Custom Phantom) for MRI and CT Scans with customized brain.	\$11,500.00	7/9/18	NEW	THIS CUSTOM PHANTOM WILL BE IMAGED USING BOTH CT AND MRI USING CLINICAL IMAGING PROTOCOLS. STANDARD PHANTOMS CANNOT BE USED TO ADDRESS THE RESEARCH QUESTIONS.
135	8800006333	UMMC	Medkoo Biosciences Inc.	SOLE SOURCE	Tonapofylline	\$6,980.00	7/11/18	NEW	TONAPOFYLLINE IS ONLY SYNTHESIZED BY MEDKOO BIOSCIENCES. THIS IS NOT AVAILABLE FROM ANY OTHER DISTRIBUTOR.
136	8800006344	UMMC	Illumina Inc.	SOLE SOURCE	AmpliSeq Library PLUS	\$25,480.00	7/11/18	NEW	ILLUMINA IS THE ONLY COMPANY THAT DISTRIBUTES THE PROPRIETARY REAGENTS FOR USE WITH THE ILLUMINA MISEQ SEQUENCER THAT IS UTILIZED BY THE RESEARCHER
137	8800006323	MDOT	POTTERS INDUSTRIES INC	SOLE SOURCE	PAINT SEALANT	\$0.00	7/31/18	MODIFICATION	ONLY MADE BY VENDOR



138	8800006330	MS DEPT OF PUBLIC SAFETY	CMI INC	SOLE SOURCE	BREATHALIZER PARTS	\$210,000.00	8/1/18	MODIFICATION	SPECIFIC PARTS ONLY MADE BY ONE COMPANY
139	8800006262	MS DEPT OF PUBLIC SAFETY	QIAGEN INC	SOLE SOURCE	DNA ROBOT TOOL	\$108,511.00	8/6/18	MODIFICATION	ONLY ONE PRODUCER MEETS SPECS REQUIRED
140	8800006366	UNIVERSITY OF MS	WYATT TECHNOLOGY CORPORATION	SOLE SOURCE	MINIDAWN TREOS II (PART NUMBER WTREOS- RC) MALS DETECTOR WITH ASTRA DATA COLLECTION AND ANALYSIS SOFTWARE; WYATT TECHNOLOGY OPTILAB T- REX (PART NUMBER WTREX-RC) REFRACTIVE INDEX DETECTOR	\$49,924.00	8/6/18	NEW	THE SYSTEM MUST MEET THE FOLLOWING REQUIREMENTS IN ORDER TO DEMONSTRATE BOTH SUITABILITY FOR THE PURPOSES DESCRIBED IN THE SPONSORED RESEARCH PROPOSAL FUNDED BY NIH
141	8800006371	MSU	LOLIGO SYSTEMS APS	SOLE SOURCE	COMPLETE BLOOD GAS SYSTEM (FOR ECTOTHERMS)	\$50,552.80	8/8/18	NEW	A GRANT HAS BEEN AWARDED TO DR ALLEN, SPECIFICALLY TO PURCHASE THIS INSTRUMENT, FROM THE US DEPARTMENT OF AGRICULTURE (USDA), AGRICULTURE AND FOOD RESEARCH INITIATIVE (AFRI) FOUNDATIONAL GRANT (PROPOSAL # 2017- 05803). THE OBJECTIVES OF THE GRANT CANNOT BE MET WITHOUT THIS INSTRUMENT.
142	8800006372	MSU	PASCO SCIENTIFIC	SOLE SOURCE	850 UNIVERSAL INTERFACE (10 PIECES) AND 550 UNIVERSAL INTERFACE (30 PIECES).	\$24,884.00	8/8/18	NEW	THE INTERFACES BEING PURCHASED ARE THE ONLY INTERFACES COMPATIBLE WITH THEIR EXISTING PASCO SENSORS AND PASCO LAB EQUIPMENT CURRENTLY BEING USED IN MSU'S PHYSICS LAB.
143	8800006372	MSU	LI-COR INC.	SOLE SOURCE	LI-6800F PORTABLE PHOTOSYNTHESIS SYSTEM WITH FLUOROMETER	\$49,062.00	8/15/18	NEW	COMPATIBILITY WITH THEIR EXISTING LI-COR LI-6400 SYSTEM
144	8800006390	MSU	FLANDERS CORPORATION	SOLE SOURCE	SIZE 5 NUCLEAR GRADE AXIAL FLOW HEPA FILTERS "U" PACK	\$14,400.00	8/15/18	NEW	UNDER AN AGREEMENT WITH THE DEPARTMENT OF ENERGY MSU IS PERFORMING RESEARCH ON NUCLEAR GRADE HEPA "U" PACK FILTERS. FLANDER CORP IS THE ONLY COMPANY THAT MANUFACTURES THIS TYPE OF "U" PACK FILTER.
145	8800006130	UMMC	BIO-RAD LABORATORIES	SOLE SOURCE	TWO (2)CHEMIDOC MP IMAGING SYSTEMS, ACCESSORIES AND COMMODITIES FROM BIORAD.	\$84,480.00	8/15/18	MODIFICATION	UNIVERSITY OF MS MEDICAL CENTER, RESUBMITTAL OF SOLE SOURCE APPROVAL SHOWING PROOF OF ACTUAL PURCHASE OF SAID COMMODITY. APPROVED 8/17/18.

146	8800006264	UMMC	MED ASSOCIATES INC.	SOLE SOURCE	SELF-ADMINISTRATION EQUIPMENT FOR NONHUMAN PRIMATES	\$40,000.00	8/16/18	MODIFICATION	UNIVERSITY OF MS MEDICAL CENTER; RESUBMITTAL OF SOLE SOURCE APPROVAL SHOWING PROOF OF ACTUAL PURCHASE OF SAID COMMODITY. APPROVED 8/17/18.
147	8800006155	UMMC	ANDOR TECHNOLOGY LTD	SOLE SOURCE	DSD2 CONFOCAL 3D IMAGING SYSTEM, CAMERA AND ASSOCIATED ACCESSORIES	\$76,632.00	8/16/18	MODIFICATION	UNIVERSITY OF MS MEDICAL CENTER; RESUBMITTAL OF SOLE SOURCE APPROVAL SHOWING PROOF OF ACTUAL PURCHASE OF SAID COMMODITY. APPROVED 8/17/18.
148	8800006252	UMMC	RAYBIOTECH LIFE	SOLE SOURCE	HUMAN GLYCOSYLATION ARRAY	\$40,402.36	8/16/18	MODIFICATION	UNIVERSITY OF MS MEDICAL CENTER; RESUBMITTAL OF SOLE SOURCE APPROVAL SHOWING PROOF OF ACTUAL PURCHASE OF SAID COMMODITY. APPROVED 8/17/18.
149	8800006248	UMMC	PERIMED INC.	SOLE SOURCE	PERUCAM PSI HR LASER SPECKLE IMAGER AND RELATED ACCESSORIES.	\$61,900.00	8/16/18	MODIFICATION	UNIVERSITY OF MS MEDICAL CENTER; RESUBMITTAL OF SOLE SOURCE APPROVAL SHOWING PROOF OF ACTUAL PURCHASE OF SAID COMMODITY. APPROVED 8/17/18.
150	8800006300	UMMC	AXON ENTERPRISE INC.	SOLE SOURCE	40 TASERS WITH ACCESSORIES AND 40 ASSURANCE PLANS	\$98,964.00	8/16/18	MODIFICATION	UNIVERSITY OF MS MEDICAL CENTER; RESUBMITTAL OF SOLE SOURCE APPROVAL SHOWING PROOF OF ACTUAL PURCHASE OF SAID COMMODITY. APPROVED 8/17/18.
151	8800006212	UMMC	TECAN US INC.	SOLE SOURCE	INFINITE 200 PRO M PLEX MICROPLATE READER AND RELATED ACCESSORIES	\$23,277.00	8/16/18	MODIFICATION	UNIVERSITY OF MS MEDICAL CENTER; RESUBMITTAL OF SOLE SOURCE APPROVAL SHOWING PROOF OF ACTUAL PURCHASE OF SAID COMMODITY. APPROVED 8/17/18.
152	8800006243	UMMC	SIMULAB CORPORATION	SOLE SOURCE	TRAUMAFAMILY MEDICAL SIMULATION TISSUE SETS AND RELATED ACCESSORIES	\$13,600.00	8/16/18	MODIFICATION	UNIVERSITY OF MS MEDICAL CENTER; RESUBMITTAL OF SOLE SOURCE APPROVAL SHOWING PROOF OF ACTUAL PURCHASE OF SAID COMMODITY. APPROVED 8/17/18.
153	8800006401	UMMC	ILLUMINA INC.	SOLE SOURCE	ISEQ 100 SEQUENCING INSTRUMENT AND RELATED KITS AND REAGENTS	\$27,696.00	8/16/18	NEW	THE ISEQ100 IS THE ONLY INSTRUMENT AVAILABLE THAT WILL SEAMLESSLY INTEGRATE WITH OUR CURRENT EQUIPMENT. THE DATA GENERATED IS EXACTLY THE SAME BETWEEN ALL THREE ILLUMINA INSTRUMENTS AND JUST THE SCALE (OR AMOUNT OF DATA) IS DIFFERENT. IN OTHER WORDS, A LIBRARY PREPARED FOR ONE INSTRUMENT CAN BE UTILIZED ON THE OTHER INSTRUMENTS DEPENDING ON THE REQUIRED AMOUNT OF DATA.

154	8800006402	UMMC	COLUMBUS INSTRUMENTS INT.	SOLE SOURCE	REPLACEMENT PLEXIWALLS FOR 6 OPTO-M4 OPEN FIELD ACTIVITY BOXES BY COLUMBUS INSTRUMENTS. EACH UNIT IS FORMED BY 4 SHEETS OF PLEXIGLASS CONNECTED WITH PLASTIC HOLDERS TO FORM THE BOX.	\$9,695.00	8/17/18	NEW	THE REPLACEMENT PARTS WILL GO INTO EXISTING OPTO-VARIMEX ACTIVITY BOXES. THE REPLACEMENT PARTS ARE MANUFACTURED BY COLUMBUS INSTRUMENTS SPECIFICALLY FOR THEIR ACTIVITY BOXES.
155	8800006405	UNIVERSITY OF SOUTHERN MS (GCRL)	TELEDYNE INSTRUMENTS INC.	SOLE SOURCE	TR-6001 ACOUSTIC RELEASES AND UNIVERSAL TOPSIDE UNIT	\$83,030.00	8/20/18	NEW	NOT INCLUDED.
156	8800006256	UMMC	MEDIBEACON	SOLE SOURCE	NTC-KIDNEY FLUORESCENT DETECTOR AND RELATED ACCESSORIES	\$40,000.00	8/16/18	MODIFICATION	UNIVERSITY OF MS MEDICAL CENTER. RESUBMITTAL OF SOLE SOURCE APPROVAL SHOWING PROOF OF ACTUAL PURCHASE OF SAID COMMODITY. APPROVED 8/23/18.
157	8800006420	MSU	UT-BATTELLE LLC	SOLE SOURCE	ISOTOPE: SEE BELOW. CD- 114 CADMIUM 114: 110 MG CADMIUM METAL SOLID ASSAY: 98.69% BATCH: 222140 ZZ-S12 (1) EM STABLE ISOTOPE TARGET FAB SERVICES: CD-114 PELLET - 4 MM DIAMETER X ~0.9 MM TYPICAL TOLERANCES: THICKNESS +/- 15% UNIFORMITY < 10% VARIATION OUTSIDE DIMENSIONS +/- 0.5 MM SHIP ~100 MG, CHARGE FOR 110 MG (MATERIAL LOST DURING FABRICATION) CD-113 CADMIUM 113: 13 MG CADMIUM METAL SOLID ASSAY: 95.10% BATCH: 181440 ZZ-S12 (2) EM STABLE ISOTOPE TARGET FAB SERVICES CD-113 PELLET - 4 MM X 79.4 MG/CM2 TYPICAL TOLERANCES: THICKNESS +/- 15% UNIFORMITY < 10% VARIATION OUTSIDE DIMENSIONS +/- 0.5 MM SHIP ~10 MG, CHARGE FOR 13 MG (MATERIAL LOST DURING FABRICATION) CD-112 CADMIUM 112: 110 MG CADMIUM METAL SOLID ASSAY: 98.27% BATCH: 155640 ZZ-S12 (3) EM STABLE ISOTOPE TARGET FAB SERVICES: CD-112 PELLET - 4 MM DIAMETER X ~0.9 MM TYPICAL TOLERANCES: THICKNESS +/- 15% UNIFORMITY < 10% VARIATION OUTSIDE DIMENSIONS +/- 0.5 MM SHIP ~100 MG, CHARGE FOR 110 MG (MATERIAL LOST DURING FABRICATION) LI-6800F PORTABLE PHOTOSYNTHESIS SYSTEM WITH FLUOROMETER	\$8,235.47	9/5/18	NEW	THESE ISOTOPE ARE THE ONLY ONES THAT CONFORM TO THE SPECIFICATIONS AND REQUIREMENTS OF THE LOS ALAMOS NATIONAL LABORATORY FOR RESEARCH PURPOSES.

158	8800006436	MSU	HORIBA INSTRUMENTS INC.	SOLE SOURCE	<p>SPECTROFLUOROMETER COMPONENTS THAT ARE COMPATIBLE WITH THEIR EXISTING UNIT. SEE BELOW: INTEGRATING SPHERE, 4" FOR FM4 SAMP COMP QUANTA-PHI STANDARD CUVETTE, UNCAL (PARTS USED WITH THE INTEGRATION SPHERE)</p> <p>CUVETTE, STD, 10ML</p> <p>SAMPLE HOLDER, 1-POS PELT QNW 15Z W/CIR FILTER SET, ND 03-3 0 50X50MM SET OF 7 (PARTS USED)</p> <p>WITH THE INTERGRATION SPHERE FILTER HOLDERS FOR FLUOROMAX, SET OF 2</p> <p>THE PART FOR ENABLING FLUORESCENCE ANISOTROPY ANALYSIS</p> <p>AUTO POLARIZER SET FOR FMAX-4 USB</p> <p>THE PART FOR ENABLING FLUORESCENCE TITRATION APPLICATIONS</p> <p>AUTO-TITRATION (INJECTOR) FM4 11.5V</p>	\$39,898.03	9/6/18	NEW	SPECTROFLUOROMETER COMPONENTS THAT ARE COMPATIBLE WITH THEIR EXISTING UNIT.
159	8800006432	MSU	TSI INCORPORATED	SOLE SOURCE	<p>TSI 8130A AUTOMATED FILTER TESTER TSI 3302A AEROSOL DILUTER</p> <p>1140001 ISOKINETIC SAMPLING COUPLER 3340/3302A TSI 3340A LASER AEROSOL SPECTROMETER</p>	\$149,070.00	9/7/18	NEW	MSU HAS ENTERED INTO A COOPERATIVE AGREEMENT (DE-EM0003163) WITH THE DEPARTMENT OF ENERGY TO COLLECT AND TEST VARIOUS AEROSOL CONCENTRATIONS. IT IS A REQUIREMENT OF THE DEPARTMENT OF ENERGY TO USE THIS EQUIPMENT MANUFACTURED BY TSI.
160	8800006451	UNIVERSITY OF SOUTHERN MS	THERMO ELECTRON NORTH AMERICA	SOLE SOURCE	SPECIMEN HEATING/COOLING PROBE FOR THERMOFISHER ESCALAB XT+, STANDARD THERMOFISHER ESCALAB XT+ SAMPLE KIT AND ESSENTIAL SPARES KIT FOR THERMOFISHER ESCALAB XT+ MAGXIS SYSTEM	\$51,865.00	9/13/18	NEW	COMPATIBILITY WITH AN EXISTING UNIT.
161	8800006431	UNIVERSITY OF SOUTHERN MS	WYATT TECHNOLOGY CORPORATION	SOLE SOURCE	MINDAWN TREOS LL MODEL MALS DETECTOR LIGHT SCATTERING INSTRUMENT	\$39,525.00	9/21/18	NEW	FROM SSD FORM: PURCHASING A NEW DETECTOR FOR OUR EXISTING SEC SYSTEM WAS WRITTEN INTO THE BUDGET FOR GRANT NUMBER 8006015 (EXXONMOBIL). WE NEED THIS SPECIFIC DEVICE AS IT IS THE ONLY EQUIPMENT COMPATIBLE WITH OUR EXISTING SOFTWARE, OUR SOLVENT DELIVERY SYSTEM AS WELL AS OUR ANALOG-DIGITAL (ADD) CONVERTER
162	8800006448	UNIVERSITY OF MS	BIORAD LABORATORIES, INC.	SOLE SOURCE	PROTEIN LIQUID CHROMATOGRAPHY (PLC) SYSTEM	\$54,464.80	9/27/18	NEW	THIS IS THE ONLY FAST PROTEIN LIQUID CHROMATOGRAPHY (FPLC) SYSTEM THAT HAS CERTAIN FEATURES REQUIRED BY THE RESEARCH DEPARTMENT THAT NO OTHER SIMILAR SYSTEM HAS INCLUDING, LED POINT-TO-PLUMB FEATURE, PLUG AND PLAY CAPABILITY AND BUFFER BLENDING VALVE TECHNOLOGY.

163	8800006449	UNIVERSITY OF MS	POLYTEC, INC.	SOLE SOURCE	VIBRASCAN PSV-500-M MODEL LASER DOPPLER VIBROMETER SYSTEM	\$302,960.00	9/28/18	NEW	<p>POLYTEC PSV-500 SCANNING LASER VIBROMETER IS THE ONLY SCANNING LASER VIBROMETER AVAILABLE ON THE MARKET THAT USES LASER LIGHT OF 633 NM WAVELENGTH THAT PROPAGATES THROUGH WATER WITHOUT SIGNIFICANT ABSORPTION. THIS ITEM IS NECESSARY TO COMPLETE THE WORK STATED IN CONTRACT # N00014-15-1-2894.</p> <p>DEPARTMENT OF DEFENSE (DOD) DEFENSE UNIVERSITY RESEARCH INSTRUMENTATION PROGRAM (DURIP). THE PURCHASE OF THIS EQUIPMENT IS 100% FEDERALLY FUNDED THROUGH THE (DOD), CONTRACT # N00014-15-1-2894.</p>
164	8800006130	UMMC	BIO-RAD LABORATORIES	SOLE SOURCE	ONE (1) CHEMIDOC MP IMAGING SYSTEM, ACCESSORIES AND COMMODITIES FROM BIORAD IN ADDITION TO THE TWO UNITS ALREADY PURCHASED.	\$124,480.00	9/28/18	MODIFICATION	<p>REQUEST FOR ANOTHER CHEMIDOC MP IMAGING SYSTEM SO THAT ALL OF THE SYSTEMS CAN COMMUNICATE WITH EACH OTHER. BIO-RAD MANUFACTURES THE PROPRIETARY COMPONENTS AND DISPOSABLES FOR PROPER USE OF THE INTEGRATED SYSTEMS.</p>
165	8800006470	MSU	AGILENT TECHNOLOGIES INC.	SOLE SOURCE	5110 VDV INDUCTIVELY COUPLED PLASMA-OPTICAL EMISSION SPECTROPHOTOMETER (ICP-OES), AUTOSAMPLER AND CHILLER	\$74,212.24	10/2/18	NEW	<p>PER REQUIREMENTS MADE BY THE MISSISSIPPI STATE CHEMICAL LABORATORY (MSCL) THIS SPECTROPHOTOMETER IS THE ONLY ONE OF ITS TYPE THAT OFFERS A PLASMA TORCH THAT IS A CASSETTE STYLE AND IS MOUNTED VERTICALLY. A CCD DETECTOR THAT IS HERMETICALLY SEALED. A VERTICAL PLASMA AND HAS A 'DUAL VIEW' WITH THE CAPABILITY TO READ AXIALLY AND RADIALLY AND SEQUENTIALLY OR TO READ AXIAL OR RADIAL VIEWS ALONE AND CAN SIMULTANEOUSLY PERFORM DETERMINATIONS ACROSS THE ENTIRE SPECTRUM, BOTH UV AND VISIBLE, IN A SINGLE MEASUREMENT ON A SINGLE DETECTOR.</p>
166	8800006461	UMMC	DATA SCIENCES INTERNATIONAL INC.	SOLE SOURCE	IMPLANTABLE TELEMETRY PRODUCTS	\$210,000.00	10/4/18	NEW	<p>THE IMPLANTABLE TELEMETRIC PHYSIOLOGIC MONITORING DEVICES AND ALL RELATED ACCESSORIES ARE PROPRIETARY TO THE EXISTING EQUIPMENT AND SOFTWARE THAT UMMC CURRENTLY UTILIZES FOR THE PHYSIOLOGICAL MONITORING OF VARIOUS SPECIES</p>

167	8800006462	MSU	MERLIN PRODUCTS LIMITED	SOLE SOURCE	MERLIN FLIGHT SIMULATION GROUP. MP-500 FLIGHT SIMULATOR.	\$19,000.00	10/8/18	NEW	WE HAVE FOUND THAT THERE ARE NO OTHER VENDORS THAT PROVIDE AN INTEGRATED ENGINEERING FLIGHT SIMULATOR FOR EDUCATION AND RESEARCH PURPOSES OTHER THAN MERLIN FLIGHT SIMULATION. THE UNIQUE INTEGRATED PERFORMANCE, STABILITY, AND CONTROL SOFTWARE ALLOWS THIS PRODUCT TO BE EASILY INTEGRATED INTO CLASSROOM EDUCATION WITHOUT EXTENSIVE TRAINING OF USERS. THIS CAPABILITY IS NOT AVAILABLE FROM ANY OTHER SOURCE.
168	8800006490	UNIVERSITY OF MS	LAB PRODUCTS INC.	SOLE SOURCE	SUPER MOUSE 750 CAGES AND ACCESSORIES	\$8,920.00	10/16/18	NEW	COMPATABILITY WITH THEIR EXISTING MOUSE RACKS
169	8800006492	UNIVERSITY OF MS	TECHCOMP USA	SOLE SOURCE	LASER FLASH PHOTOLYSIS SPECTROMETER	\$67,485.00	10/17/18	NEW	COMPATABILITY WITH EXISTING EQUIPMENT INCLUDING THEIR ICCD CAMERAS AND NANOSECOND LASERS) FOR FUNDED RESEARCH
170	8800006491	UNIVERSITY OF MS	COHERENT INC.	SOLE SOURCE	ASTRELLA-F-1K (ONE BOX FEMTOSECOND AMPLIFIER SYSTEM WITH AN AIR-COOLED CHILLER) AND THE ACCOMPANYING UPGRADES: OPERA SOLO SYSTEM, OPERA SOLO FH OPTION, OPERA SOLO NDFG1/2-KTA OPTION (FOR STUDIES IN THE RANGE 2600-20000 NM), AND OPERA SOLO LEGEND/LIBRA ROUTING KIT.	\$357,520.00	10/17/18	NEW	100% FUNDED BY THE NATIONAL SCIENCE FOUNDATION (NSF AWARD #01A-1757220) TO PERFORM CUTTING EDGE, STATE OF THE ART FEMTOSECOND TRANSIENT-ABSORPTION SPECTROSCOPY RESEARCH. THE COHERENT ASTRELLA-F-1K WITH ACCOMPANYING UPGRADES IS THE ONLY LASER SYSTEM THAT THEY HAVE IDENTIFIED THAT MEETS THE STRICT REQUIREMENTS OF THE RESEARCH PROGRAM.
171	8800006493	UMMC	ULTRAFAST SYSTEMS LLC	SOLE SOURCE	HELIOS FIRE FEMTOSECOND TRANSIENT ABSORPTION SPECTROMETER SYSTEM.	\$499,500.00	10/18/18	NEW	FROM SSD FORM; THIS SYSTEM (INCLUDING THE HELIOS-IR-FIRE AND HELIOS-VIS-FIRE ALONG WITH UPGRADED COMPONENTS) IS SPECIFICALLY DETAILED IN THE FUNDED GRANT PROPOSAL AND IS REQUIRED FOR THE FUNDED RESEARCH. 100% FEDERALLY FUNDED BY THE NATIONAL SCIENCE FOUNDATION (NSF AWARD #01A-1757220).

# **Attachment E**

**BOB**

Staff Approvals

# BoB-AD-080 PPRB

PPRB - Nov 07, 2018

Query Parameters:

condition(s):

Data Element: Condition Value

Approval Date: between 2018-09-22 to 2018-10-24

Completed

equals Dir\_Approved,SAF\_Printed

between 0 to 5000000

Workflow / Setup Name: contains

FE, ITS

Project Name	Institution/Agency Name	Contract Scope	Low Base Bid?	# Quote	Amend Number	CP-1 #	State Contract #	Company Name	Dir Approval Date	Amount
<b>Quote Award - FE</b>										
105-351 YMCA Renovation	Mississippi State University	Procurement, delivery and installation of Dual Arm Monitor for Mississippi State University YMCA, 195 Lee Blvd., Mississippi State, Mississippi 39762, State contract #8200039583.	Yes	1	FE020		8200039583	Sullivan's Office Supply	10/8/2018	\$384.60
105-351 YMCA Renovation	Mississippi State University	Procurement, delivery and installation of chairs for Mississippi State University YMCA, 195 Lee Blvd, Mississippi State, Mississippi 39762, State Contract #8200038813.	Yes	1	FE021		8200038813	Sullivan's Office Supply	10/8/2018	\$499.40
105-351 YMCA Renovation	Mississippi State University	Procurement, delivery, and installation for a chair to Mississippi State University YMCA, 195 Lee Blvd., Mississippi State, Mississippi, 39762, State Contract #8200039554.	Yes	1	FE022		8200039554	Sullivan's Office Supply	10/8/2018	\$366.30
105-351 YMCA Renovation	Mississippi State University	Procurement, delivery and installation of chairs for Mississippi State University YMCA, 195 Lee Blvd., Mississippi State, Mississippi, 39762, State Contract #8200038872.	Yes	1	FE023		8200038872	Sullivan's Office Supply	10/10/2018	\$7,024.69
105-351 YMCA Renovation	Mississippi State University	Procurement, delivery and installation of credenza's for Mississippi State University YMCA, 195 Lee Blvd., Mississippi State, Mississippi 39762, State Contract #8200038834.	Yes	1	FE024		8200038834	Sullivan's Office Supply	10/10/2018	\$2,082.20
105-351 YMCA Renovation	Mississippi State University	Procurement, delivery and installation of tables for Mississippi State University YMCA, 195 Lee Blvd., Mississippi State, Mississippi 39762, State Contract #8200039289.	Yes	1	FE025		8200039289	Sullivan's Office Supply	10/10/2018	\$816.20
105-351 YMCA Renovation	Mississippi State University	Procurement, delivery and installation of chairs for Mississippi State University YMCA, 195 Lee Blvd., Mississippi State, Mississippi 39762, Under \$5,000.00.	Yes	1	FE026			Sullivan's Office Supply	10/10/2018	\$2,804.00
105-351 YMCA Renovation	Mississippi State University	Procurement, delivery and installation of Benches to Mississippi State University YMCA, 195 Lee Blvd., Mississippi State, Mississippi, 39762, Under \$5,000.00.	Yes	1	FE027			MS Prison Industries Corp.	10/10/2018	\$2,100.00
105-351 YMCA Renovation	Mississippi State University	Procurement, delivery and installation of a Mohawk Sign for Mississippi State University YMCA, 195 Lee Blvd., Mississippi State, Mississippi, 39762, Under \$5,000.00.	Yes	1	FE028			Wenco Building Specialties, Inc.	10/10/2018	\$160.00
205-070 Admin. Bldg. Renovations	Hinds Community College	Procurement, delivery and installation of tables for Hinds Community College, 110 Administration Drive, Raymond, Mississippi 39154, State Contract #8200038834.	Yes	1	FE014		8200038834	Office Innovations, Inc.	8/25/2018	\$551.10
205-070 Admin. Bldg. Renovations	Hinds Community College	Procurement, delivery and installation of a Table for Hinds Community College, 110 Administration Drive, Raymond, Mississippi 39154, State Contract #8200038728.	Yes	1	FE015		8200038728	Office Innovations, Inc.	9/25/2018	\$433.96
371-149 Commemorative Plaques Signage	Department of Finance and Administration	Procurement, delivery, and installation of the Tim Ford Signage at the Public Employees' Retirement System Building located 429 Mississippi Street, Jackson, Mississippi 39201, Under \$5,000.00.	Yes	1	FE006			Mitchell Signs, Inc.	10/2/2018	\$2,775.00



[illegible]

BoB-AD-080 PPRB

BoB-AD-080 PPRB

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**Query Parameters:**

condition(s):

Data Element: Condition Value

Approval Date: between 2018-09-21:

to 2018-10-24

Completed

equals Dir Approved, SAF Printed

between 0 to 5000000

GC  
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Project Name	Institution/Agency Name	Contract Scope	Bid Classification	Low Base Bid?	# Bids	# Quotes	Award Number	Company Name	Dr. Approval Date	Amount	Contract Time
Bid Award - GC											
109-023 Clinical Research Unit	University Medical Center	Integration of the Energy Management and Controls System (EMCS) into the existing Johnson Controls EMCS (PPRS sole source approved 8/1/18).	Sole Source Award		1	0	GC002	Johnson Controls, Inc. (Milwaukee through the Office listed herein)	9/28/2018	\$135,000.00	120 days
201-074 Martin Center Demolition	Coahoma Community College	ACM abatement and demolition of the Martin Center for Life Long Learning (Bldg. 17) located on the campus of Coahoma Community College at Clarksdale, MS.		Yes	4	0	GC001	Cain, Inc.	10/1/2018	\$44,150.00	150 days
343-115 Fairgrounds Improvements - PH I	Fair Commission (Department of Agriculture and Commerce)	Upgrades to the mechanical system at the existing Winters Building, Central Mechanical Plant (CMP), to support the addition of the new Trademark Building at the Mississippi Fairgrounds & Coliseum. NOTE: COR was correct on envelope as required by Code and under Contractor's signature on proposal form. Based on that, Bob is enforcing 4.02 of the Instructions to Bidders and interpreting the fact that Bidder is self-performing as the sub-contractor and transposed his COR Number on that line as an irregularity.		Yes	6	0	GC004	Metro Mechanical, Inc.	10/22/2018	\$1,007,250.00	200 days
350-022 Hall Damage	Office of Capitol Facilities (Department of Finance and Administration)	Scope of work includes, but not limited to: Replacement of the lower portion of the exterior of the dome (both wood/steel) structure, install copper and stucco finishes on the newly constructed dome base, removal of the existing roofs and replacement with new copper and modified bitumen roofing and associated work, installation of a new aluminum catwalk in the attic and painting/re-glazing the existing lantern on the top of the dome.		Yes	2	0	GC003	Mandal's, Inc.	10/23/2018	\$1,544,944.00	225 days
350-026 HVAC & Energy Upgrades	Office of Capitol Facilities (Department of Finance and Administration)	Garage and various lighting upgrades at the Woolfolk Building.		Yes	3	0	GC001	B & B Electrical & Utility Contractors, Inc.	9/25/2018	\$43,516.00	90 days
374-004 Tenant Improvements	Office of Capitol Facilities (Department of Finance and Administration)	Tenant Improvements for MEMA that will be housed in the Bolton Building.		Yes	5	0	GC002	D.N.P., Inc.	9/25/2018	\$263,800.00	90 days
377-004 Interior Upgrades	Stennis Space Center (Office of Capitol Facilities) (Department of Finance and Administration)	Upgrades to existing boiler and cooling tower located at Lockheed Martin.	Bidder is lowest base bid.	Yes	4	0	GC004	Ray C. Weaver, Mechanical Contractors, Inc.	10/5/2018	\$389,480.00	90 days
645-008 Trace Lake Dam Repair (PH II)	Division of Fisheries (Department of Wildlife, Fisheries and Parks)	Construction through warranty for repairs to the Trace Lake Dam rebuilding areas of significant grade slope along length of dam.		Yes	5	0	GC002	Michael Pittman Construction Co., Inc.	10/5/2018	\$1,280,000.00	396 days
Bid Award - GC											
Count: 8											
\$4,738,142.00											
\$4,738,142.00											

BB Staff Approvals - Outside Contracts - Magic

PPRB - Nov 07, 2018

Agcy Desc	CTR Type Desc	CTR ID	Contract Description	Valid To	Total Amt	Vendor Name	Contract Category Desc	Approver Type	Appr/Rej Date	Appr Text
MS SOIL & WATER CONSERVATION COMMISSION	Purchasing (General)	8200042227	1486-19-C-CNTR-00003	10/31/2019	\$808,108.20	ANDERSON CONTRACTING LLC	BOB-CONSTRUCTION	CTR Commodity Oversight 1 Approval	10/3/2018	Approve contract for execution: \$808,108.20. ( CS30608893 10/03/2018 08:40:29 CST )
MS DEVELOPMENT AUTHORITY	Purchasing (General)	8200042550	1411-19-C-CNTR-00037	10/14/2021	\$200,000.00	MSP Consulting, LLC	BOB-PROFESSIONAL	CTR Commodity Oversight 1 Approval	10/18/2018	Approve Prof Contract w MSP Consulting. High score of three considered. ( CS30608893 10/18/2018 11:19:34 CST )

## BOB Staff Approvals - PP

PPRB 03:

1273 projects. &gt;

9/22/18 - 10/24/18

PPRB - Nov 7, 2018

## Emergencies highlighted in yellow

Project Name	Prime Agency Name	Professional Scope of Work	Award Number	Company Name	Dr. Approval Date	Selection Method	Final Competency	F&E Percentage	Anticipated Duration
101-1313 Pre-Plan Eunice Powell Hall Renovations	Alcorn State University	Pre-planning for renovations to the Eunice Powell Hall to include window repairs or replacements, mechanical upgrades, and a potential addition to the building.	PP001	Salmon Architect PLLC	10/4/2018	Professional selected through qualifications based selection from list of three eligibles (Competitive RFX)	C+		12 mo
105-287 McCain Library Envelope Repairs	University of Southern Mississippi	Construction Document through Warranty phase of the McCain Library envelope.	PP001	Shafter-Zahner-Zahner, PLLC	10/6/2018	Professional appointed as a continuation of previous selection (Statutory Exemption)	C+		3 yr
428-020 Chiller Replacement	Central Mississippi Residential Center	Planning through Construction Administration for replacement of 70-ton chiller located at CMRC.	PP001	Edmonds Engineering, Inc. (Hoover, Alabama, through the Office listed herein)	10/16/2018	Professional selected through qualifications based selection from list of three eligibles (Competitive RFX)	C+		2 yr
511-114 HO Improvements	Mississippi Library Commission	Planning through construction phases for roof repairs at the Mississippi Library Commission.	PP001	Burris/Wagnon Architects, P.A.	9/24/2018	Professional selected through qualifications based selection from list of three eligibles (Competitive RFX)	C		2 yr
103-292 Campus Roofing	Jackson State University	Schematic Design through Construction Administration for the re-roofing of existing buildings on the JSU campus as funding permits.	PP001	Burris/Wagnon Architects, P.A.	10/16/2018	Professional selected through qualifications based selection from list of three eligibles (Competitive RFX)	C		28 mo
202-078 Diesel Mechanic Shop	Copiah-Lincoln Community College	Planning through construction administration to construct a new Diesel Mechanic Shop located on the Copiah-Lincoln Community College Natchez, MS campus.	PP001	Salmon Architect PLLC	10/4/2018	Professional selected through qualifications based selection from list of three eligibles (Competitive RFX)	C		3 yr
101-1312 Ag Extension Building Interior Renovations	Alcorn State University	Planning through construction administration for interior renovation of all restrooms in the building as well as new flooring surfaces in the offices, classrooms, hallways, and other areas.	PP001	Burris/Wagnon Architects, P.A.	10/4/2018	Professional selected through qualifications based selection from list of three eligibles (Competitive RFX)	C+		24 mo
114-023 Science Bldg. Infiltration Repairs	University of Southern Mississippi - Gulf Park Campus	Planning through warranty phase. Remove and replace existing stucco due to water infiltration issues.	PP001	Elsey Guild Hardy Architects, PA	9/27/2018	Professional selected through qualifications based selection from list of three eligibles (Competitive RFX)	C+		24 mo
518-016 ABC Fuel Storage Tank Removal (EMER)	Department of Revenue - ABC Division	Planning and construction of an emergency project to include the removal of a leaking underground diesel tank the remediation of the contaminated areas.	PP001	Pickering Firm, Inc. (Memphis, Tennessee, through the Office listed herein)	10/4/2018	Professional appointed based upon qualifications to emergency project (Statutory Exemption)	B+		8 mo
101-1311 Sport Lighting Improvements	Alcorn State University	Planning through construction administration to provide sports lighting improvements to tennis courts, softball fields, the Latham University Park, and other recreational areas located on the Lorman, MS Campus.	PP001	Schultz & Wynne, P.A.	10/18/2018	Professional selected through qualifications based selection from list of three eligibles (Competitive RFX)	C+		28 mo
101-1314 Poultry Lab Building Envelope R&R	Alcorn State University	Planning through construction administration to provide envelope stabilization to the vacant building and begin the pre-planning process to renovate this space into a research lab with graduate student living quarters.	PP001	Waycaster & Associates Architect	10/4/2018	Professional selected through qualifications based selection from list of three eligibles (Competitive RFX)	C+		32 mo
374-004 Tenant Improvements	Office of Capitol Facilities (Department of Finance and Administration)	Planning for the procurement of system furniture and seating at the Bolton Building for MEMA. Scope to include proposals for purchase, delivery, installation and approval of invoices.	PP005	Alfred Sobarski Architects, PA	10/1/2018	Professional appointed to F&E contract incidental to prime contract (Statutory Exemption)		F&E (7%)	8 mo
507-051 Nurses' Station Renovation	Mississippi State Veterans Affairs Board	The scope of work will be the exact scope as PP001. The purpose is to break the four nursing homes into two bid packages. Bid Package one will be Collins and Jackson Homes, and Bid Package two will be Kaelclauko and Oxford Nursing Homes	PP002	Robert Lewis/Architect	10/4/2018	Professional selected through qualifications based selection from list of three eligibles (Competitive RFX)	C+		32 mo
371-148 Commemorative Plaques Signage	Department of Finance and Administration	Planning for the procurement of Exterior Signage of Alan Numellee at 515 E. Amite Street (MDEQ) and Tim Ford at 429 Mississippi Street (PERS). Scope to include drawings, layout and proposals for purchases.	PP001	Cooke Douglass Farr Lamons Architects & Engineers PA	10/10/2018	Professional appointed to F&E contract incidental to prime contract (Statutory Exemption)		F&E (7%)	6 mo
343-113 Equine Center Repairs	Fair Commission (Department of Agriculture and Commerce)	Planning through warranty phases of the repairs of envelope and mechanical to the existing Equine Center.	PP001	Mark S. Vaughan, Architect	10/5/2018	Professional selected through qualifications based selection from list of three eligibles (Competitive RFX)	C+		32 mo

Count: 15

# **Attachment F**

**RPM**

**MS Department of Employment Security  
Standard Lease Agreement**

**Exhibit A**

**Building Improvements and Modifications**

**Exhibit A**  
**Building Improvements and**  
**Modifications**

# STANDARD LEASE AGREEMENT

*Bureau of Building, Grounds and Real Property Management*

## RPM-5

RPM Lease Number: **260-572-21A**

PPRB Approval Date: **TBD**

This Lease Agreement entered into on this the day of, **TBD**, which is on or after the date the Public Procurement Review Board approved this Lease by and between, **Pooley Rentals, LLC**, whose address is **P.O. Box 1045, Gulfport, MS 39502**, (hereinafter referred to as "Lessor"), and the **Mississippi Department of Employment Security**, whose address is **P.O. Box 1699, Jackson, MS 39215-1699**, (hereinafter referred to as "Lessee"). The terms "Lessor" and "Lessee" shall include, whenever the context admits or requires, singular or plural, the heirs, legal representatives, successors and assigns of the respective parties.

WITNESSETH

FOR AND IN CONSIDERATION of the rental, covenants and conditions hereinafter stipulated to be paid and performed by Lessee, Lessor does hereby demise and let unto Lessee and Lessee does hereby accept and let from the Lessor, premises for the purposes of conducting the business activities of the **McComb WIN Job Center** the following described property situate in the City of **McComb**, County of **Pike**, State of Mississippi, described as follows, to-wit:

**1400-A Harrison Avenue  
McComb, MS 39648**

**5,700** Rentable Square Feet at **1400-A Harrison Avenue, McComb, MS 39648**, and as depicted on floor plan(s) or diagram(s) attached as **Exhibit A** to this Lease.

SECTION 1. The Base Term of this Lease (defined for the purpose of this Lease as that period of time for which rent is to be paid) shall be for **Thirty-six (36) Months** commencing on **December 1, 2018**, and ending at 12:00 midnight on **December 31, 2021**. The Lessor agrees that should the above described space not be prepared for occupancy per the specifications agreed between Lessor and Lessee by the first day of the Base Term of this Lease, the rent will be prorated accordingly, or the Lease may be voided at the option of the Lessee.

SECTION 2. The Lessee agrees to pay **One Hundred Eighty-six Thousand Dollars and Twelve Cents (\$186,000.12)** over the course of the entire Base Term to the Lessor for the demised premises, pursuant to the following schedule:

**FLAT RATE: In equal installments of \$5,166.67 per month**, which is based upon a rate of **\$10.88** per Rentable Square Foot.

SECTION 3. The Lessor hereby grants the Lessee the right and option to extend this Lease for **N/A** additional terms of **N/A** years each commencing at the expiration of the initial term or subsequent renewal term where applicable; provided, however, that written notice of intent to exercise such option shall be given by Lessee to Lessor at least one hundred twenty (120) days before the expiration of such term of this Lease or subsequent extension thereof. Such extension shall be at the same annual rental rate as the year proceeding the extension term unless otherwise noted below. All other terms and conditions set out herein shall be in effect during the term of the extension. No such renewal term shall become valid and binding until approved in writing by the Department of Finance and Administration acting through the Real Property Division of the Bureau of Building, Grounds and Real Property Management, and the Public Procurement Review Board where applicable.

1st RENEWAL TERM (FLAT RATE): **N/A**

2st RENEWAL TERM (FLAT RATE): **N/A**

**SECTION 4. Lessee shall pay for, as and when due, all utilities consumed or used incident to the demised premises**

SECTION 5. The Lessee will, at all times, take good and ordinary care and precaution for the preservation of the demised premises.

**Lessee shall pay for all janitorial services.**

SECTION 6. The Lessor shall pay, during the initial term of this Lease and any renewals or extensions thereof, all state, county and city ad valorem taxes and special assessments assessed against the property herein demised excluding any such taxes as may be assessed against the Lessee's fixtures and equipment used in said demised premises.

SECTION 7. The Lessee shall not be responsible for any increased costs incurred by the Lessor during the term of the Lease. Escalation and Expense Stop provisions are prohibited from inclusion in the Lease.

SECTION 8. Any notice required to be given by either party to the other party under the terms of this Lease shall be served upon such party by United States Certified Mail, as follows:

To Lessor: **Pooley Rentals, LLC**  
**P.O. Box 1045**  
**Gulfport, MS 39502**

To Lessee: **Mississippi Department of Employment Security**  
**P.O. Box 1699**  
**Jackson, MS 39215-1699**

SECTION 9. It is expressly understood and agreed that the Lessee's assumption of occupancy and the payment of rent is conditional on the receipt of Federal and/or State funds, and in the event of a discontinuance or decrease in Federal and/or State funds, and in the event of a discontinuance or



decrease in Federal and/or State for any cause necessitating a reduction in the Lessee's staff or need for space, the Lessee's obligation for the payment of rent shall be diminished in proportion to a reduction in space without penalty or interest or the Lease may be terminated by Lessee. Where return of a portion of space corresponding to reduction in funds is not feasible for Lessor, Lessor may offer a smaller or larger reduction for consideration, or may require termination rather than reduction. The Lessee shall notify the Lessor at least thirty (30) days in advance of any reduction in space or termination of the Lease necessitated by the discontinuance or decrease in Federal and/or State funds.

SECTION 10. It is distinctly understood and agreed by and between the parties hereto that in the event space becomes available to the Lessee herein in any State-owned building, the Lessee may unilaterally establish a revised end date for this Lease that is not less than thirty (30) days from the date of written notice by the Lessee to the Lessor and that upon such revised end date the terms contained herein shall become null and void without further consideration by Lessee.

SECTION 11. The Lessee shall not, without the previous consent in writing of the Lessor, assign this Lease or sublet the whole or any part of the demised premises or any part thereof to be used or occupied by others, which consent by Lessor shall not be unreasonably withheld. In the event Lessor consents to any such assignment or subletting, Lessee shall remain and continue primarily liable for the performance of the covenants and obligations on his part to be performed under this Lease during the base or any extended term hereof.

SECTION 12. The Lessor agrees to keep the building improvements erected on the demised premises insured against loss or damage by fire and all standard extended coverage perils for the full, fair insurable value thereof in a solvent and responsible company or companies authorized to do business in the State of Mississippi. The Lessor agrees to hold Lessee harmless and indemnified against any liability for injury or death to any person or damage to property in or upon the leased premises not caused directly by an act or omission of the Lessee or employee, agent, or patron of the Lessee. Lessor shall provide proof of insurance policy prior to execution of Lease and shall provide any amendments or changes to such policy throughout the base and any extended term hereof. The Lessor further agrees to provide elevation certificate and proof of flood insurance policy for any properties in zones A, AE, A1-A30, AH, AO, AR, A99, V, VE and V1-V30 prior to execution of Lease and shall provide any amendments or changes to such policy throughout the base and any extended term hereof.

SECTION 13. At the expiration of the tenancy hereby created and any extended term thereof, Lessee shall surrender the leased premises in the same condition as the leased premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted. Lessee's obligation to observe or perform this covenant shall extend past the expiration or other termination of this Lease for not more than thirty (30) days. Any claims of Lessor against Lessee under this section must be delivered in writing to the Lessee as specified in Section 8 no later than thirty (30) days after the expiration or termination of this Lease.

SECTION 14. The Lessor covenants to keep and maintain, at Lessor's expense and with minimal disruption to the Lessee, said demised premises and facilities in a state of tenantable repair during the

term of the Lease. Lessor shall not be called upon to make any such repairs occasioned by the acts of negligence of the Lessee, its agents, patrons, or employees, except where covered under Lessor's fire and extended coverage insurance. Lessor shall be responsible for moving and/or protecting tenant furniture and equipment as required to maintain space in tenantable condition. Tenantable condition shall be defined below for the following components and systems:

**(1) Flooring:**

a. Carpet – Carpeted areas shall be in good condition, free from stains, pulls, fraying. **Carpet must be professionally cleaned prior to occupancy.**

b. Resilient – Vinyl Composition Tile, Luxury Vinyl Tile or similar resilient tile / plank floors shall be in good condition, free from scratches, chips, and blemishes. **Any resilient tile must be professionally cleaned prior to occupancy.**

c. Other – Wood, Stone, Terrazzo, Ceramic, Porcelain and other similarly durable flooring shall be in good condition, sound, free from scratches, chips and other damage. **Any of the aforementioned durable flooring must be professionally cleaned prior to occupancy.**

**(2) Walls:**

a. Painted - Painted drywall or plaster walls and partitions shall be in good condition, free from stains, fading, dents, and holes. **Cosmetic damage to drywall or plastered walls including, but not limited to, stains of any kind, holes, and nail holes, must be repaired and painted prior to occupancy.** Painting of walls shall include any / all applicable base, door frames / trim, window frames / trim, casing, crown, wainscot and other such trim components.

b. Wall Covering – Wall coverings shall be in good condition, free from stains, scratches, peeling, and holes. **Cosmetic damage to any wall coverings must be repaired prior to occupancy.**

**(3) Ceilings:**

a. Lay-In Acoustical Ceilings – LAT ceilings shall be in good condition, free from warped, yellowed, stained, or otherwise damaged ceiling tiles in properly suspended and supported grid. Ceiling tiles which are in poor condition, **meaning stained, torn, misaligned, or otherwise damaged**, shall be replaced with tiles matching existing prior to start of lease term. Throughout the initial term, all tiles which become damaged over the lease term shall be replaced on at least a **monthly** basis.

b. Painted – Painted drywall or plaster ceilings shall be in good condition, free from stains, fading, dents, and holes. **Any damage to drywall and plastered ceiling must be repaired prior to occupancy.**

**(4) Building Envelope:**

a. Roof – Roof(s) shall be in good condition, free from leaks, and properly sloped to drains and maintained in such condition throughout the initial term including any/all subsequent renewals. Flat roofs, if any, shall be under manufacturer's warranty and 20 years or less at start of lease or shall be

replaced prior to the start of lease term. Throughout the initial term and any/all subsequent renewals, all flat roofs shall be maintained, repaired, replaced and/or restored such that roof covering tenant space is under a manufacturer's warranty continuously throughout the lease term.

b. Exterior Walls – Surfaces shall be in good condition, free from cracks, mold, and mildew, water-tight and maintained in such condition throughout the initial term including any/all subsequent renewals. **Any damage to painted surfaces including any/all applicable exterior doors, door frames / trim, window frames / trim, soffits, and other such trim components and appurtenances must be repaired and painted prior to occupancy.**

c. Joints – All sealant and caulk joints shall be in good condition, free from voids and gaps, water-tight and maintained in such condition throughout the initial term including any/all subsequent renewals.

d. Windows & Doors – All exterior openings shall be in good condition, free from cracked or damaged glass, water-tight and maintained in such condition throughout the initial term including any/all subsequent renewals. Integrity of sealed insulated and/or coated glazing units shall be maintained throughout the lease term with units that fail during the course of the lease promptly removed and replace with units matching existing. Window & door hardware, weather-stripping, and related components shall be sound, secure and properly maintained to provide for proper operation of same and to ensure both water-tightness and security of building.

#### **(5) Plumbing:**

a. General – All existing plumbing and such work performed prior to occupancy by Lessee shall be in accordance with applicable provisions of the Plumbing Code and Energy Code.

b. Fixture Quantity – Toilets, urinals, lavatories and drinking fountains shall be included in quantities complying with applicable provisions of the Plumbing Code. In toilet rooms where multiple fixtures are included, such fixtures shall be provided with privacy partitions of phenolic plastic, plastic laminate, enamel finished steel, stainless steel or equivalent. Appropriate toilet room accessories including toilet paper dispensers, soap dispensers, paper towel dispensers and/or electric hand dryers, mirrors, grab bars and coat hooks shall be provided.

c. Fixture Condition – Toilets, lavatories / vanities and drinking fountains shall be in good working condition, free from cracks, leaks or other damage and maintained in such condition throughout the initial term including any/all subsequent renewals.

d. Hot Water Boiler(s) – Equipment shall be in good operational condition, comply with all applicable codes and shall be less than median service life in accordance with ASHRAE Equipment Life Expectancy Chart or replaced prior to start of lease term. Equipment shall be maintained in such condition throughout the initial term including any/all subsequent renewals. Any/all equipment which reaches median service life during the lease term shall be carefully reviewed to determine remaining reliable life and shall be replaced by Lessor when equipment becomes un-reliable or highly inefficient at no additional cost to the Lessee.

**(6) HVAC:**

a. General – All existing HVAC and such work performed prior to occupancy by Lessee shall be in accordance with applicable provisions of the Mechanical Code and Energy Code. HVAC system shall be capable of maintaining temperature within a range of 68 to 78 degrees and humidity within a range 30% to 60%. Indoor Air Quality shall be maintained at all times and in accordance with ASHRAE 62.1 *Ventilation for Acceptable Indoor Air Quality*.

b. HVAC Equipment – Major equipment and components including air conditioners, heat pumps, chillers, cooling towers, boilers, VAV boxes, fans, coils, pumps, motors, starters and controls shall be in good operational condition, comply with all applicable codes and shall be no less than median service life in accordance with ASHRAE Equipment Life Expectancy Chart or replaced prior to start of lease term. Equipment shall be maintained in such condition, including filter replacement, lubrication, provision of chemicals and other required servicing on a regularly scheduled basis, throughout the initial term including any/all subsequent renewals. Any/all equipment which reaches median service life during the lease term shall be carefully reviewed to determine remaining reliable life and shall be replaced by Lessor when equipment becomes un-reliable or highly inefficient at no additional cost to the Lessee.

c. Air Quality – Should, at any time during the initial term and any/all subsequent renewals of this Lease, hazardous material, chemical, or odor be discovered in the leased building in any amounts determined by the Mississippi Department of Environmental Quality to be acceptable, the Lessor will have sixty (60) days from the date of written notice by the Lessee to satisfactorily dispose of the hazardous material, chemical, or odor or the Lessee may terminate the Lease at any time after such period with no penalty to the Lessee. The Base Rent shall be reduced on a prorated basis for any period where Lessee must vacate all or portions of the Rentable Area due to existence of such hazardous condition.

**(7) Electrical:**

a. General – All existing electrical and such work performed prior to occupancy by Lessee shall be in accordance with applicable provisions of the Electrical Code and Energy Code.

b. Lighting – Fixtures shall be in good operational condition, comply with all applicable codes and shall be maintained in such condition, including ballast, starter, and bulb replacement and other required servicing on a regularly scheduled basis, throughout the initial term including any/all subsequent renewals.

**(8) Elevator, Fire Alarm, Fire Suppression, Security, Access Control:**

a. General – All existing and such work performed prior to occupancy by Lessee shall be in accordance with applicable provisions of the Electrical Code and Energy Code.

b. Equipment – Any/all such equipment and systems shall be in good operational condition, comply with all applicable codes and shall be maintained in such condition, including any required servicing on a regularly scheduled basis, throughout the initial term including any/all subsequent renewals. Lessor shall

comply with any/all applicable inspection requirements by authorities having jurisdiction, **including fire extinguishers**, and furnish copies of any/all inspection reports promptly to Lessee.

**(9) Security:**

- a. Doors – Lessor shall be responsible for provision and maintenance of lockable and secure doors to building and tenant spaces.
- b. Lighting – Lessor shall be responsible for provision and maintenance of appropriately lighted lobbies, common areas, exterior and parking areas free from dimly lit areas of potential concealment.
- c. Safe Environment – Lessor shall be responsible for taking all reasonable steps to prevent loitering, vagrancy or other criminal activity on the premises including, but not limited to promptly reporting all such activity to local law enforcement.

**(10) Grounds:**

- a. General - Ground, pavement and other surfaces directly adjacent to building shall slope away from building to prevent water intrusion. Grade level and sub-grade storm water management features and infrastructure shall be adequate and properly maintained to prevent water intrusion. Lawns, trees, shrubs, landscaped beds, pavements and sidewalks where applicable shall be maintained in good condition throughout the initial term and any/all subsequent renewals.
- b. Lawns shall be full, free from weeds, bare spots, ruts and shall be properly cut on a regularly scheduled basis.
- c. Trees and shrubs shall be properly pruned.
- d. Landscaped beds shall be properly watered and free from weeds.
- e. Joints in pavements and sidewalks shall be properly sealed and free from weeds.
- f. All areas shall be kept clear from all litter, waste and debris.

**All repairs listed in Section 14 and modifications requested on Exhibit A are subject to MDES inspection prior to occupancy.**

SECTION 15. Should the leased building be totally or substantially destroyed by fire, the elements or otherwise, so as to render the demised building untenable, either party shall have the option to cancel the remaining portion of this Lease or of any extended term or period thereof. Lessee shall have no obligation to pay rent of any nature so long as the leased building is untenable. Lessor may offer comparable space under the same terms and conditions as this Lease, subject to Lessee's approval, which will not be unreasonably withheld.

SECTION 16. Failure on the part of the Lessee to pay any installment of rent when the same comes due and payable, or failure of either Lessee or Lessor to promptly and faithfully keep and perform each and

every covenant agreed and stipulated herein on the part of the Lessee or Lessor to be kept and performed, shall at the option of the Lessor or Lessee cause a forfeiture of this Lease.

(1) **Reservation of Rights:** Nothing contained in the foregoing paragraph shall be construed to waive either party's right to cancel this Lease in the event of any forfeiture or breach on the part of the other party hereto, all of which rights or cancellation are herein specifically reserved.

(2) **Notice:**

a. Prior to a declaration of forfeiture for default in payment of rent or additional rent, Lessor shall give to Lessee a Notice in writing, thirty (30) days prior thereto in the manner provided for by Section 8 hereof, during which time Lessee may purge itself of the grounds of forfeiture by paying such rent.

b. Prior to a declaration of forfeiture for default by Lessee in performing covenants other than for payment of rent, Lessor shall give to Lessee a Notice in writing thirty (30) days prior thereto in the manner provided for by Section 8 hereof, during which time Lessee may purge itself of the grounds of forfeiture by responding thereto in not less than fifteen (15) days from receipt of such Notice, copying the Real Property Management Division Director of the Department of Finance and Administration's Bureau of Building, Grounds and Real Property Management, with proposed cure to default to be completed within thirty (30) days or within such longer term as may be reasonably necessary to cure such defect, which shall not be unreasonably rejected.

c. Prior to a declaration of forfeiture for default by Lessor in performing covenants, Lessee shall give to Lessor a Notice in writing at least thirty (30) days prior thereto in the manner provided for by Section 8 hereof, during which time Lessor may purge itself of the grounds of forfeiture by responding thereto in not less than fifteen (15) days from receipt of such Notice, copying the Real Property Management Division Director of the Department of Finance and Administration's Bureau of Building, Grounds and Real Property Management, with proposed cure to default to be completed within thirty (30) days or within such longer term as may be reasonably necessary, which shall not be unreasonably rejected. The Base Rent shall be reduced on a prorated basis for any period where Lessee must vacate all or portions of the Rentable Area due to default by Lessor in performing covenants.

SECTION 17. Lessor covenants that the Lessee, on paying the rent herein determined, and performing the covenants and agreements hereof, shall peaceably have, hold and enjoy the Rentable Area and all rights, easements and privileges belonging or in anywise pertaining thereto, during the initial term including any/all subsequent renewals or extensions thereof. The Lessee shall have reasonable expectation of quiet enjoyment of premises. While periodic minimal disruptions in order for Lessor to perform maintenance required to keep premises in tenantable condition are anticipated and generally acceptable to Lessee; however, excessive, repetitive or prolonged disruptions are unacceptable. Lessor shall be entitled to reduce rental payments under such conditions as follows:

(1) **Minor Disruptions:** Where use of an area constituting less than 25% of the leased area is disrupted due to un-tenantable conditions or maintenance activities for more than 50% of a normal working day,

rental payments may be reduced by the Rental Rate times the portion of the Rentable Area so disturbed times the number of days such disruption continues.

(2) **Major Disruptions:** Where 25% or more of the entire leased area is disrupted due to un-tenantable conditions or maintenance activities for more than 50% of a normal working day, or any disruption necessitating closing of offices by agency or department, rental payments may be reduced by the Rental Rate times the entire Rentable Area times the number of days such disruption continues.

(3) **Prolonged Disruptions:** Disruptions continuing beyond three normal working days, or multiple disruptions in a one month period, shall constitute cause for termination for default of Lease Contract.

SECTION 18. Lessor will provide paved parking area(s) sufficient for the operation of said agencies on the leased premises, without additional cost to Lessee. Lessor will maintain such parking area(s) throughout the initial term including any/all subsequent renewals or extensions thereof in a serviceable condition. Lessor agrees to keep all parking areas provided to Lessee clean and free of trash and debris. The following number and type of spaces shall be provided:

(1) **Reserved:** Lessor will furnish and reserve **0** parking spaces exclusively for the use of the Lessee's employees and parking spaces exclusively for the use of the Lessee's visitors in one or more surface lots or parking structures. ADA spaces shall be provided in accordance with ADA guidelines; however, such spaces shall not be counted as part of the number required to be reserved for the exclusive use of Lessee.

(2) **Shared:** Lessor will provide **22** parking spaces for shared use of by the Lessee as well as other Tenants and/or Visitors to the leased building.

SECTION 19. Lessor hereby grants the Lessee the right and option to extend this Lease for a further term of up to three (3) months commencing at the expiration of the initial term or subsequent renewal term where applicable; provided, however, that written notice of the exercise of such option shall be given by Lessee to Lessor at least thirty (30) days before the expiration of such term of this Lease. Such extension shall be at the same annual rental rate as the year proceeding the extension term prorated for the number of additional months of such extension. All other terms and conditions set out herein shall be in effect during the term of the extension.

SECTION 20. Any deviations from the standard Sections above desired by the Lessee must be specifically identified below referencing by Section and paragraph the desired modification below. Inclusion of any deviation will become valid and made a part of this Lease only when specifically approved by the Department of Finance and Administration acting through the Real Property Division of the Bureau of Building, Grounds and Real Property Management, and the Public Procurement Review Board, as evidenced by the signature below:

(1) **Modification #1:**

This lease is contingent upon the completion of building modifications and improvements listed on Exhibit A attached hereto.

(2) **Modification #2:** SECTION \_\_\_\_\_ Modify as follows:

(3) **Modification #3:** SECTION \_\_\_\_\_ Modify as follows:

PPRB Approval Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

SECTION 21. This Lease will not become valid and binding until approved in writing by the Department of Finance and Administration acting through the Real Property Division of the Bureau of Building, Grounds and Real Property Management, and the Public Procurement Review Board.

SECTION 22. It shall be the sole responsibility of the Lessor to provide space that is fully compliant with any/all codes, regulations and other Federal, State and Local requirements. Submission of a Lease Proposal shall constitute representation by offeror that any proposed building including any/all proposed modifications does or will comply with all such items prior to occupancy by Lessee and shall be maintained in such compliance during the initial term and any/all subsequent renewals or extensions thereof. Applicable requirements include, but are not necessarily limited to the following:

(1) **Building Code**

(2) **Fire Code**

(3) **Plumbing Code** (including provisions relating to minimum number of fixtures)

(4) **Mechanical Code**

(5) **Electrical Code**

(6) **Mississippi Conveyance Safety Act**

(7) **Energy Code**

(8) **Zoning Regulations**

(9) **Environmental Regulations**

(10) **ADA** (as applicable to both occupants and visitors)

(11) **Antiquities Law** – If proposed space involves any alteration to a National Landmark, Mississippi Landmark or potentially eligible property, obtaining of any required approvals as well as any mitigation must be included at no additional cost to the Lessee. The Lessor, at its sole cost and expense, shall retain the services of a preservation architect who meets or exceeds the Secretary of the Interior's Professional Qualifications Standards for Historic Architecture as amended and annotated and previously published in the Code of Federal Regulations, 36 CFR part 61 if proposal includes modifications to any such property.



SECTION 23. The Lessor or Lessors herein warrant and that this Lease is not made in violation of Section 25-4-105 *Certain actions, activities and business relationships prohibited or authorized; contracts in violation of section voidable; penalties* of the Mississippi Code of 1972, annotated. Should it be determined during the term of this Lease that it is in violation of Section 25-4-105, the Lessee may terminate this Lease with no less than a written thirty (30) day notice to Lessor with no penalty to the Lessee.

SECTION 24. The Lessee and Lessor may terminate this Lease, upon mutual agreement. The Lessee and Lessor shall agree in writing as to the said termination, specifying the part of the Lease terminated and when the termination becomes effective, with notification to the Real Property Management Division Director of the Department of Finance and Administration's Bureau of Building, Grounds and Real Property Management. This Section does not affect the Sections herein that pertain to default and/or failure to comply with Lease provisions and pertains only to cancellation and/or termination of Lease, upon mutual agreement of the parties.

SECTION 25. The Lessor agrees to accept payment via the State of Mississippi's electronic and remittance vehicle. The Lessee agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the Mississippi Code of 1972, Annotated, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice. Payments using the Statewide Accounting System shall be made and remittance information provided electronically as directed by the Lessee. These payments shall be deposited into the bank account of the Lessor's choice. The Lessee may, at its sole discretion, require the Lessor to submit invoices and supporting documentation electronically at any time during the initial term and any/all subsequent renewals or extensions. The Lessor understands and agrees that the Lessee is exempt from the payment of taxes. All payments shall be in United States currency.

SECTION 26. Provided the Lessor is given reasonable advance written notice and such inspection is made during normal business hours of the Lessor, the Contractor agrees that the Lessee or any of its duly authorized representatives at any time during the term of this Lease shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Lessor related to the Lessor's charges and performance under this Lease. All records related to this Lease shall be kept by the Lessor for a period of three (3) years after final payment under this Lease and all pending matters are closed unless the Lessee authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Lease has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later. The Lessor agrees to refund to the Lessee any overpayment disclosed by any such audit arising out of or related in any way to this contract.

SECTION 27. The Lease shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Lessor shall comply with applicable federal, state, and local laws and regulations.

SECTION 28. The Lessor shall not assign, sub-contract or otherwise in whole or in part, its right or obligations under this Lease without prior written consent of the Lessee and the Public Procurement Review Board. Any attempted assignment or transfer without said consent shall be void and of no effect. No such approval by Lessee of any sub-contract shall be deemed in any way to provide for the incurrence of any obligation of Lessee in addition to the total fixed price agreed upon in this Lease. Sub-contracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the Lessee may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

SECTION 29. The Lessor understands that the Lessee is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Lessor agrees during the initial term and any/all subsequent renewals or extensions that the Lessor will strictly adhere to this policy in its employment practices and provision of services. The Lessor shall comply with, and all activities under this Lease shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SECTION 30. This Lease, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Lease is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Lease is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Lease to the website, any information identified by the Lessor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at:  
<http://www.transparency.mississippi.gov>.

SECTION 31. If applicable, the Lessor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, et seq. of the Mississippi Code of 1972, Annotated, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Lessor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Lessor further represents and warrants that any person assigned to perform services hereafter meets the

employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Lessor to the following: (1) termination of this Lease and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Lessor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both. In the event of such cancellation/termination, the Lessor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.

SECTION 32. This Lease may be modified, altered or changed only by written agreement of both parties subject to approval by the Public Procurement Review Board. The parties agree to renegotiate the Lease if federal, state and/or any applicable laws or regulations make changes in this Lease necessary.

SECTION 33. The Lease shall be governed by the applicable provisions of the Department of Finance and Administration, Bureau of Building, Grounds and Real Property Management *Leasing Manual* as adopted by the Public Procurement Review Board, a copy of which is available at 501 North West St., Suite 1401, Jackson, MS 39201 for inspection or downloadable at [www.dfa.ms.gov](http://www.dfa.ms.gov).

SECTION 34. The Lessor represents that it has not retained a person to solicit or secure a Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Lessor's proposal.

SECTION 35. The Lessor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities as set forth in Section 700.5 *Gratuities* of the Department of Finance and Administration, Bureau of Building, Grounds and Real Property Management *Leasing Manual*.

SECTION 36. Requirements that are generally considered above and beyond those hereinbefore identified shall be considered as Supplementary Provisions and identified below. Such provisions are only permitted when included within the RLP or addenda thereto.

**(1) Additional and/or Alternate Hours of Operation:** Unless noted differently in this Section, normal working days shall mean Mondays thru Fridays exclusive of State and Federal Holidays and normal working hours shall mean 8:00 a.m. to 6:00 p.m. each working day.

a. For this specific Lease, normal working days shall also include: **Monday through Friday**

b. For this specific Lease, normal working hours shall also include: **8:00 a.m. to 5:00 p.m. Additional operating hours may be required should classes be held at this facility.**

**(2) Additional Security: N/A**

**(3) Server Room Cooling/UPS Systems: N/A**

**(4) Generators: N/A**

**(5) Vending: N/A**

**(6) Signage: N/A**

**(7) Other: Prior to occupancy, Lessor must complete repairs included in Section 14 and building modifications listed on Exhibit A attached hereto.**

IN WITNESS WHEREOF, this Lease Agreement has been duly executed in duplicate originals on the date hereinbefore set forth.

LESSOR (Individual or Corporation)

By: \_\_\_\_\_

Title: \_\_\_\_\_

LESSEE

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Lessee's acknowledgment)

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me the undersigned Notary, personally appeared

\_\_\_\_\_, who acknowledged  
himself/herself to be the \_\_\_\_\_ of  
\_\_\_\_\_, for and on behalf of the State of  
Mississippi, and that he/she being authorized so to do, executed the foregoing instrument for the  
purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_

Notary Public

(SEAL)

My Commission Expires \_\_\_\_\_

**(Lessor's acknowledgment - Individual)**

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me the undersigned Notary, personally appeared

\_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_

Notary Public

(SEAL)

My Commission Expires \_\_\_\_\_

**(Lessor's acknowledgment - Corporation)**

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me the undersigned Notary, personally appeared

\_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of

\_\_\_\_\_, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_

Notary Public

(SEAL)

My Commission Expires \_\_\_\_\_

# **Attachment G**

**RPM**

**MS Department of Human Services  
Standard Lease Agreement**

**Exhibit A**

**Graduate Cost Increases, Diagram, and  
Fourth Amendment to Original Lease**

# STANDARD LEASE AGREEMENT

*Bureau of Building, Grounds and Real Property Management*

## RPM-5

RPM Lease Number: 865-251-39A  
PPRB Approval Date: \_\_\_\_\_

This Lease Agreement entered into on this the \_\_\_\_ day of \_\_\_\_\_, which is on or after the date the Public Procurement Review Board approved this Lease by and between Hertz Jackson City Centre, LLC, whose address is 200 South Lamar Street, Jackson, Mississippi 39201-4013, (hereinafter referred to as "Lessor"), and Mississippi Department of Human Services, whose address is Post Office Box 352, Jackson, Mississippi 39205-0352 (hereinafter referred to as "Lessee"). The terms "Lessor" and "Lessee" shall include, whenever the context admits or requires, singular or plural, the heirs, legal representatives, successors and assigns of the respective parties.

WITNESSETH

FOR AND IN CONSIDERATION of the rental, covenants and conditions hereinafter stipulated to be paid and performed by Lessee, Lessor does hereby demise and let unto Lessee and Lessee does hereby accept and let from the Lessor, premises for the purposes of conducting the business activities of the Mississippi Department of Human Services the following described property situate in the City of Jackson, County of Hinds, State of Mississippi, described as follows, to-wit: 156,383 Rentable Square Feet at 200 South Lamar Street, Jackson, Mississippi 39201-4013 and as depicted on floor plan(s) or diagram(s) attached as appendix A to this Lease.

SECTION 1. The Base Term of this Lease (defined for the purpose of this Lease as that period of time for which rent is to be paid) shall be for Twenty (20) years at the rates per year reflected below, commencing on January 1, 2019, and ending at 12:00 midnight on December 31, 2038. The Lessor agrees that should the above described space not be prepared for occupancy per the specifications agreed between Lessor and Lessee by the first day of the Base Term of this Lease, the rent will be prorated accordingly, or the Lease may be voided at the option of the Lessee.

SECTION 2. The Lessee agrees to pay Forty Seven Million Three Hundred Five Thousand Eight Hundred Fifty Seven Dollars and Fifty Cents (\$47,305,857.50) over the course of the entire Base Term (20 years) to the Lessor for the demised premises, pursuant to the following schedule: Payments are to be paid monthly.

### BASE TERM (GRADUATED RATE):

\$1,251,064.00 Year 1 which is based upon a rate of \$8.00 per Rentable Square Foot  
\$2,189,362.00 Year 2 which is based upon a rate of \$14.00 per Rentable Square Foot  
\$2,189,362.00 Year 3 which is based upon a rate of \$14.00 per Rentable Square Foot  
\$2,189,362.00 Year 4 which is based upon a rate of \$14.00 per Rentable Square Foot  
\$2,345,745.00 Year 5 which is based upon a rate of \$15.00 per Rentable Square Foot  
\$2,345,745.00 Year 6 which is based upon a rate of \$15.00 per Rentable Square Foot  
\$2,345,745.00 Year 7 which is based upon a rate of \$15.00 per Rentable Square Foot  
\$2,345,745.00 Year 8 which is based upon a rate of \$15.00 per Rentable Square Foot  
\$2,345,745.00 Year 9 which is based upon a rate of \$15.00 per Rentable Square Foot  
\$2,345,745.00 Year 10 which is based upon a rate of \$15.00 per Rentable Square Foot  
\$2,502,128.00 Year 11 which is based upon a rate of \$16.00 per Rentable Square Foot  
\$2,502,128.00 Year 12 which is based upon a rate of \$16.00 per Rentable Square Foot  
\$2,502,128.00 Year 13 which is based upon a rate of \$16.00 per Rentable Square Foot  
\$2,502,128.00 Year 14 which is based upon a rate of \$16.00 per Rentable Square Foot  
\$2,502,128.00 Year 15 which is based upon a rate of \$16.00 per Rentable Square Foot  
\$2,580,319.50 Year 16 which is based upon a rate of \$16.50 per Rentable Square Foot  
\$2,580,319.50 Year 17 which is based upon a rate of \$16.50 per Rentable Square Foot  
\$2,580,319.50 Year 18 which is based upon a rate of \$16.50 per Rentable Square Foot  
\$2,580,319.50 Year 19 which is based upon a rate of \$16.50 per Rentable Square Foot  
\$2,580,319.50 Year 20 which is based upon a rate of \$16.50 per Rentable Square Foot



SECTION 3. The Lessor hereby grants the Lessee the right and option to extend this Lease for two (2) additional terms of five (5) years each commencing at the expiration of the initial term or subsequent renewal term where applicable; provided, however, that written notice of intent to exercise such option shall be given by Lessee to Lessor at least one hundred twenty (120) days before the expiration of such term of this Lease or subsequent extension thereof. Such extension shall be at the same annual rental rate as the year proceeding the extension term unless otherwise noted below. All other terms and conditions set out herein shall be in effect during the term of the extension. No such renewal term shall become valid and binding until approved in writing by the Department of Finance and Administration acting through the Real Property Division of the Bureau of Building, Grounds and Real Property Management, and the Public Procurement Review Board where applicable.

1st RENEWAL TERM (GRADUATED RATE): \$2,814,894.00 per Year,  
which is based upon a rate of \$18.00 per Rentable Square Foot  
\$2,814,894.00 Year 1 which is based upon a rate of \$18.00 per Rentable Square Foot  
\$2,814,894.00 Year 2 which is based upon a rate of \$18.00 per Rentable Square Foot  
\$2,814,894.00 Year 3 which is based upon a rate of \$18.00 per Rentable Square Foot  
\$2,814,894.00 Year 4 which is based upon a rate of \$18.00 per Rentable Square Foot  
\$2,814,894.00 Year 5 which is based upon a rate of \$18.00 per Rentable Square Foot  
Total Rent First Renewal: \$14,074,470.00

2nd RENEWAL TERM (GRADUATED RATE): \$2,971,277.00 per Year,  
which is based upon a rate of \$19.00 per Rentable Square Foot  
\$2,971,277.00 Year 1 which is based upon a rate of \$19.00 per Rentable Square Foot  
\$2,971,277.00 Year 2 which is based upon a rate of \$19.00 per Rentable Square Foot  
\$2,971,277.00 Year 3 which is based upon a rate of \$19.00 per Rentable Square Foot  
\$2,971,277.00 Year 4 which is based upon a rate of \$19.00 per Rentable Square Foot  
\$2,971,277.00 Year 5 which is based upon a rate of \$19.00 per Rentable Square Foot  
Total Rent Second Renewal: \$14,856,385.00

SECTION 4. The Lessor shall furnish and pay for as part of Base Rent, as and when due so as to prevent any disruption in provision thereof, all utilities consumed or used incidentally to the demised premises, such as electricity, gas, water, sewer, trash and all other public utilities of every nature, kind and description except as specifically EXCLUDED below. The Lessee will, at all times, attempt to act in a prudent manner to conserve the amount of utilities consumed. Any utility excluded from Base Rent shall be the responsibility of the Lessee, however; the ability to meter the usage of any such excluded utility solely within the leased Occupant Area must be provided by Lessor. Utilities that are excluded from Base Rent shall not be permitted to be billed to the Lessee by the Lessor as additional or pass-thru charges by means of pro-rated values or calculations derived from bills from utility providers in the name of the Lessor. In no instance shall Lessee be responsible for additional charges for utility usage of Building Amenity Areas or Building Service Areas.

Tenant Responsible for cable, phones, and internet.

SECTION 5. The Lessee will, at all times, take good and ordinary care and precaution for the preservation of the demised premises. The Lessor shall furnish the following janitorial services (boxes left unchecked shall not apply):

- ☒ Janitorial Services, as defined below:
- (1) The following general services are to be provided in areas such as offices, corridors, conference rooms, work rooms, stairwells, elevators, etc:
- a. **Daily** – The following shall be performed on a daily basis each working day:
- i. Dust and/or spot clean furniture and furnishings;
  - ii. Empty wastebaskets, trash cans and recycling bins and install new liners as needed;
  - iii. Vacuum and spot clean all carpeting;
  - iv. Clean entrance doors, push/kick plates and glass at all other doors and sidelights;
  - v. Spot clean walls and light switch covers;
  - vi. Dust mop and wet mop non-carpeted floors;

- vii. Clean and disinfect water fountains; and,
- viii. Wipe chairs and tables and straighten magazines.
- b. **Weekly** – The following shall be performed on a weekly basis:
  - i. Polish all surfaces, such as desktops, credenzas, tables, bookcases, filing cabinets, etc;
  - ii. Vacuum upholstered furniture and spot clean;
  - iii. Dust wall décor;
  - iv. Damp wipe stairwell railings;
  - v. Wet mop stairwells, stair treads and landings; and,
  - vi. Clean elevator doors, handrails and switch panels.
- (2) The following general services are to be provided in all toilet rooms:
  - a. **Daily** – The following shall be performed on a daily basis each working day:
    - i. Clean and disinfect toilets, urinals and lavatories;
    - ii. Empty waste receptacles and install new liners as needed;
    - iii. Clean and polish all mirrors;
    - iv. Spot clean walls, partitions, doors and push/kick plates;
    - v. Sweep and wet mop floors with disinfectant;
    - vi. Replenish paper supplies as needed;
    - vii. Refill all dispensers as needed; and
    - viii. Clean and polish bright metal finished items.
- (3) The following general services are to be provided in all break rooms and kitchens:
  - a. **Daily** – The following shall be performed on a daily basis each working day:
    - i. Empty wastebaskets, trash cans, and recycling bins and install new liners as needed;
    - ii. Clean all chairs and tables;
    - iii. Sweep and wet mop floors;
    - iv. Spot clean walls, doors and push/kick plates;
    - v. Clean and disinfect water fountains;
    - vi. Clean tops of trash receptacles;
    - vii. Replenish napkin holders; and,
    - viii. Clean appliances and fixtures.
- (4) The following tasks shall be provided in all areas:
  - a. **Monthly** – The following shall be performed on a monthly basis:
    - i. Clean the interior of all windows;
    - ii. Dust and vacuum vents and grilles;
    - iii. Remove spider webs;
    - iv. Spot clean exterior entrance walls; and,
    - v. Buff and polish all non-carpeted floors.
  - b. **Annually** – The following shall be performed each year:
    - i. Deep clean (strip, wax, seal, buff, steam clean as appropriate to floor type) all non-carpeted flooring; and,
    - ii. Deep extraction cleaning of all carpeted areas.

☒ Janitorial Services to include toilet paper, paper towels and handwashing soap to be provided on a regularly scheduled basis.

SECTION 6. The Lessor shall pay, during the initial term of this Lease and any renewals or extensions thereof, all state, county and city ad valorem taxes and special assessments assessed against the property herein demised excluding any such taxes as may be assessed against the Lessee's fixtures and equipment used in said demised premises.

SECTION 7. The Lessee shall not be responsible for any increased costs incurred by the Lessor during the term of the Lease. Escalation and Expense Stop provisions are prohibited from inclusion in the Lease.

SECTION 8. Any notice required to be given by either party to the other party under the terms of this Lease shall be served upon such party by United States Certified Mail, as follows:

**To Lessor:** Building Management Office – Attn: Property Manager, 200 South Lamar Street, Suite 225 N, Jackson, Mississippi, 39201, Email: [propertymanager@citycentre.hertzgroup.com](mailto:propertymanager@citycentre.hertzgroup.com)

Notice Address: Attn: Property Manager, 21860 Burbank Blvd., Suite 300 South, Woodland Hills, California 91367, Email: [assetmanager@citycentre.hertzgroupp.com](mailto:assetmanager@citycentre.hertzgroupp.com)

**To Lessee:** Attn: John Davis, Executive Director, Post Office Box 352, Jackson, Mississippi 39205

**SECTION 9.** It is expressly understood and agreed that the Lessee's assumption of occupancy and the payment of rent is conditional on the receipt of Federal and/or State funds, and in the event of a discontinuance or decrease in Federal and/or State funds, and in the event of a discontinuance or decrease in Federal and/or State for any cause necessitating a reduction in the Lessee's staff or need for space, the Lessee's obligation for the payment of rent shall be diminished in proportion to a reduction in space without penalty or interest or the Lease may be terminated by Lessee. Where return of a portion of space corresponding to reduction in funds is not feasible for Lessor, Lessor may offer a smaller or larger reduction for consideration, or may require termination rather than reduction. The Lessee shall notify the Lessor at least thirty (30) days in advance of any reduction in space or termination of the Lease necessitated by the discontinuance or decrease in Federal and/or State funds.

**SECTION 10.** It is distinctly understood and agreed by and between the parties hereto that in the event space becomes available to the Lessee herein in any State-owned building, at any time after the tenth year of the initial term, the Lessee may unilaterally establish a revised end date for this Lease that is not less than one hundred twenty (120) days from the date of written notice by the Lessee to the Lessor and that upon such revised end date the terms contained herein shall become null and void without further consideration by Lessee.

**SECTION 11.** The Lessee shall not, without the previous consent in writing of the Lessor, assign this Lease or sublet the whole or any part of the demised premises or any part thereof to be used or occupied by others, which consent by Lessor shall not be unreasonably withheld. In the event Lessor consents to any such assignment or subletting, Lessee shall remain and continue primarily liable for the performance of the covenants and obligations on his part to be performed under this Lease during the base or any extended term hereof.

**SECTION 12.** The Lessor agrees to keep the building improvements erected on the demised premises insured against loss or damage by fire and all standard extended coverage perils for the full, fair insurable value thereof in a solvent and responsible company or companies authorized to do business in the State of Mississippi. The Lessor agrees to hold Lessee harmless and indemnified against any liability for injury or death to any person or damage to property in or upon the leased premises not caused directly by an act or omission of the Lessee or employee, agent, or patron of the Lessee. Lessor shall provide proof of insurance policy prior to execution of Lease and shall provide any amendments or changes to such policy throughout the base and any extended term hereof. The Lessor further agrees to provide elevation certificate and proof of flood insurance policy for any properties in zones A, AE, A1-A30, AH, AO, AR, A99, V, VE and V1-V30 prior to execution of Lease and shall provide any amendments or changes to such policy throughout the base and any extended term hereof.

**SECTION 13.** At the expiration of the tenancy hereby created and any extended term thereof, Lessee shall surrender the leased premises in the same condition as the leased premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted. Lessee's obligation to observe or perform this covenant shall extend past the expiration or other termination of this Lease for not more than thirty (30) days. Any claims of Lessor against Lessee under this section must be delivered in writing to the Lessee as specified in Section 8 no later than thirty (30) days after the expiration or termination of this Lease.

**SECTION 14.** The Lessor covenants to keep and maintain, at Lessor's expense and with minimal disruption to the Lessee, said demised premises and facilities in a state of tenantable repair during the term of the Lease. Lessor shall not be called upon to make any such repairs occasioned by the acts of negligence of the Lessee, its agents, patrons, or employees, except where covered under Lessor's fire and extended coverage insurance. Lessor shall be responsible for moving and/or protecting tenant furniture and equipment as required to maintain space in tenantable condition. Tenantable condition shall be defined below for the following components and systems:

**(1) Flooring:**

- a. Carpet – Carpeted areas shall be in good condition, free from stains, pulls, fraying and shall be less than 10 years old at start of lease or shall be replaced prior to start of lease term. Throughout the initial term and any/all subsequent renewals, all carpet shall be replaced a minimum of every fifteen (15) years from date of last installation.
- b. Resilient – Vinyl Composition Tile, Luxury Vinyl Tile or similar resilient tile / plank floors shall be in good condition, free from scratches, chips, blemishes and shall be less than 15 years old at start of lease or shall be replaced prior to start of lease term. Throughout the initial term and any/all subsequent renewals, all resilient flooring shall be replaced a minimum of every twenty (20) years from date of last installation.
- c. Other – Wood, Stone, Terrazzo, Ceramic, Porcelain and other similarly durable flooring shall be in

good condition, sound, free from scratches, chips and other damage with any re-finishing, re-sealing, or re-grouting completed prior to start of lease or shall be replaced prior to start of term. Throughout the initial term and any/all subsequent renewals, all such flooring shall be re-finished, re-sealed, or re-grouted on a schedule consistent with respective industry best practice.

**(2) Walls:**

- a. Painted - Painted drywall or plaster walls and partitions shall be in good condition, free from stains, fading, dents, holes and shall have been painted within the previous 5 years or shall be repainted prior to start of lease term. Throughout the initial term and any/all subsequent renewals, all painted drywall / plaster walls shall be re-painted a minimum of every seven (7) years from date of last application. Painting of walls shall include any / all applicable base, door frames / trim, window frames / trim, casing, crown, wainscot and other such trim components.
- b. Wall Covering - Wall coverings shall be in good condition, free from stains, scratches, peeling, holes and shall have been installed within the previous 5 years or shall be replaced or removed with walls painted prior to start of lease term. Throughout the initial term and any/all subsequent renewals, all wall coverings shall be replaced (or removed with walls painted) a minimum of every seven (7) years from date of last application.

**(3) Ceilings:**

- a. Lay-In Acoustical Ceilings - LAT ceilings shall be in good condition, free from warped, yellowed, stained, or otherwise damaged ceiling tiles in properly suspended and supported grid. Ceiling tiles which are in poor condition shall be replaced with tiles matching existing prior to start of lease term. Throughout the initial term and any/all subsequent renewals, all tiles which become damaged over the lease term shall be replaced on at least an annual basis.
- b. Painted - Painted drywall or plaster ceilings shall be in good condition, free from stains, fading, dents, holes and shall have been painted within the previous 5 years or shall be repainted prior to start of lease term. Throughout the initial term and any/all subsequent renewals, all painted drywall / plaster walls shall be re-painted a minimum of every seven (7) years from date of last application.

**(4) Building Envelope:**

- a. Roof - Roof(s) shall be in good condition, free from leaks, and properly sloped to drains and maintained in such condition throughout the initial term including any/all subsequent renewals. Flat roofs, if any, shall be under manufacturer's warranty and 20 years or less at start of lease or shall be replaced prior to the start of lease term. Throughout the initial term and any/all subsequent renewals, all flat roofs shall be maintained, repaired, replaced and/or restored such that roof covering tenant space is under a manufacturer's warranty continuously throughout the lease term.
- b. Exterior Walls - Surfaces shall be in good condition, free from cracks, mold, and mildew, water-tight and maintained in such condition throughout the initial term including any/all subsequent renewals. Painted surfaces, if any, shall have been painted within the previous 5 years or shall be repainted prior to start of lease term. Throughout the initial term and any/all subsequent renewals, all painted surfaces shall be re-painted on a stipulated schedule defined in the Lease. Painting of exterior walls shall include any/all applicable exterior doors, door frames / trim, window frames / trim, soffits, and other such trim components and appurtenances.
- c. Joints - All sealant and caulk joints shall be in good condition, free from voids and gaps, water-tight and maintained in such condition throughout the initial term including any/all subsequent renewals.
- d. Windows & Doors - All exterior openings shall be in good condition, free from cracked or damaged glass, water-tight and maintained in such condition throughout the initial term including any/all subsequent renewals. Integrity of sealed insulated and/or coated glazing units shall be maintained throughout the lease term with units that fail during the course of the lease promptly removed and replace with units matching existing. Window & door hardware, weather-stripping, and related components shall be sound, secure and properly maintained to provide for proper operation of same and to ensure both water-tightness and security of building.

**(5) Plumbing:**

- a. General - All existing plumbing and such work performed prior to occupancy by Lessee shall be in accordance with applicable provisions of the Plumbing Code and Energy Code.
- b. Fixture Quantity - Toilets, urinals, lavatories and drinking fountains shall be included in quantities complying with applicable provisions of the Plumbing Code. In toilet rooms where multiple fixtures are included, such fixtures shall be provided with privacy partitions of phenolic plastic, plastic laminate, enamel finished steel, stainless steel or equivalent. Appropriate toilet room accessories including toilet paper dispensers, soap dispensers, paper towel dispensers and/or electric hand dryers, mirrors, grab bars and coat hooks shall be provided.
- c. Fixture Condition - Toilets, lavatories / vanities and drinking fountains shall be in good working condition, free from cracks, leaks or other damage and maintained in such condition throughout the initial term including any/all subsequent renewals.
- d. Hot Water Boiler(s) - Equipment shall be in good operational condition, comply with all applicable codes and shall be less than median service life in accordance with ASHRAE Equipment Life



Expectancy Chart or replaced prior to start of lease term. Equipment shall be maintained in such condition throughout the initial term including any/all subsequent renewals. Any/all equipment which reaches median service life during the lease term shall be carefully reviewed to determine remaining reliable life and shall be replaced by Lessor when equipment becomes un-reliable or highly inefficient at no additional cost to the Lessee.

**(6) HVAC:**

- a. General – All existing HVAC and such work performed prior to occupancy by Lessee shall be in accordance with applicable provisions of the Mechanical Code and Energy Code. HVAC system shall be capable of maintaining temperature within a range of 68 to 78 degrees and humidity within a range 30% to 60%. Indoor Air Quality shall be maintained at all times and in accordance with ASHRAE 62.1 *Ventilation for Acceptable Indoor Air Quality*.
- b. HVAC Equipment – Major equipment and components including air conditioners, heat pumps, chillers, cooling towers, boilers, VAV boxes, fans, coils, pumps, motors, starters and controls shall be in good operational condition, comply with all applicable codes and shall be no less than median service life in accordance with ASHRAE Equipment Life Expectancy Chart or replaced prior to start of lease term. Equipment shall be maintained in such condition, including filter replacement, lubrication, provision of chemicals and other required servicing on a regularly scheduled basis, throughout the initial term including any/all subsequent renewals. Any/all equipment which reaches median service life during the lease term shall be carefully reviewed to determine remaining reliable life and shall be replaced by Lessor when equipment becomes un-reliable or highly inefficient at no additional cost to the Lessee.
- c. Air Quality – Should, at any time during the initial term and any/all subsequent renewals of this Lease, hazardous material, chemical, or odor be discovered in the leased building in any amounts determined by the Mississippi Department of Environmental Quality to be acceptable, the Lessor will have sixty (60) days from the date of written notice by the Lessee to satisfactorily dispose of the hazardous material, chemical, or odor or the Lessee may terminate the Lease at any time after such period with no penalty to the Lessee. The Base Rent shall be reduced on a prorated basis for any period where Lessee must vacate all or portions of the Rentable Area due to existence of such hazardous condition.

**(7) Electrical:**

- a. General – All existing electrical and such work performed prior to occupancy by Lessee shall be in accordance with applicable provisions of the Electrical Code and Energy Code.
- b. Lighting – Fixtures shall be in good operational condition, comply with all applicable codes and shall be maintained in such condition, including ballast, starter, and bulb replacement and other required servicing on a regularly scheduled basis, throughout the initial term including any/all subsequent renewals.

**(8) Elevator, Fire Alarm, Fire Suppression, Security, Access Control:**

- a. General – All existing and such work performed prior to occupancy by Lessee shall be in accordance with applicable provisions of the Electrical Code and Energy Code.
- b. Equipment – Any/all such equipment and systems shall be in good operational condition, comply with all applicable codes and shall be maintained in such condition, including any required servicing on a regularly scheduled basis, throughout the initial term including any/all subsequent renewals. Lessor shall comply with any/all applicable inspection requirements by authorities having jurisdiction and furnish copies of any/all inspection reports promptly to Lessee.

**(9) Security:**

- a. Doors – Lessor shall be responsible for provision and maintenance of lockable and secure doors to building and tenant spaces.
- b. Lighting – Lessor shall be responsible for provision and maintenance of appropriately lighted lobbies, common areas, exterior and parking areas free from dimly lit areas of potential concealment.
- c. Safe Environment – Lessor shall be responsible for taking all reasonable steps to prevent loitering, vagrancy or other criminal activity on the premises including, but not limited to promptly reporting all such activity to local law enforcement.

**(10) Grounds:**

- a. General - Ground, pavement and other surfaces directly adjacent to building shall slope away from building to prevent water intrusion. Grade level and sub-grade storm water management features and infrastructure shall be adequate and properly maintained to prevent water intrusion. Lawns, trees, shrubs, landscaped beds, pavements and sidewalks where applicable shall be maintained in good condition throughout the initial term and any/all subsequent renewals.
- b. Lawns shall be full, free from weeds, bare spots, ruts and shall be properly cut on a regularly scheduled basis.
- c. Trees and shrubs shall be properly pruned.
- e. Landscaped beds shall be properly watered and free from weeds. Joints in pavements and sidewalks shall be properly sealed and free from weeds.
- f. All areas shall be kept clear from all litter, waste and debris.

SECTION 15. Should the leased building be totally or substantially destroyed by fire, the elements or otherwise, so as to render the demised building untenable, either party shall have the option to cancel the remaining portion of this Lease or of any extended term or period thereof. Lessee shall have no obligation to pay rent of any nature so long as the leased building is untenable. Lessor may offer comparable space under the same terms and conditions as this Lease, subject to Lessee's approval, which will not be unreasonably withheld.

SECTION 16. Failure on the part of the Lessee to pay any installment of rent when the same comes due and payable, or failure of either Lessee or Lessor to promptly and faithfully keep and perform each and every covenant agreed and stipulated herein on the part of the Lessee or Lessor to be kept and performed, shall at the option of the Lessor or Lessee cause a forfeiture of this Lease.

- (1) **Reservation of Rights:** Nothing contained in the foregoing paragraph shall be construed to waive either party's right to cancel this Lease in the event of any forfeiture or breach on the part of the other party hereto, all of which rights or cancellation are herein specifically reserved.
- (2) **Notice:**
  - a. Prior to a declaration of forfeiture for default in payment of rent or additional rent, Lessor shall give to Lessee a Notice in writing, thirty (30) days prior thereto in the manner provided for by Section 8 hereof, during which time Lessee may purge itself of the grounds of forfeiture by paying such rent.
  - b. Prior to a declaration of forfeiture for default by Lessee in performing covenants other than for payment of rent, Lessor shall give to Lessee a Notice in writing thirty (30) days prior thereto in the manner provided for by Section 8 hereof, during which time Lessee may purge itself of the grounds of forfeiture by responding thereto in not less than fifteen (15) days from receipt of such Notice, copying the Real Property Management Division Director of the Department of Finance and Administration's Bureau of Building, Grounds and Real Property Management, with proposed cure to default to be completed within thirty (30) days or within such longer term as may be reasonably necessary to cure such defect, which shall not be unreasonably rejected.
  - c. Prior to a declaration of forfeiture for default by Lessor in performing covenants, Lessee shall give to Lessor a Notice in writing at least thirty (30) days prior thereto in the manner provided for by Section 8 hereof, during which time Lessor may purge itself of the grounds of forfeiture by responding thereto in not less than fifteen (15) days from receipt of such Notice, copying the Real Property Management Division Director of the Department of Finance and Administration's Bureau of Building, Grounds and Real Property Management, with proposed cure to default to be completed within thirty (30) days or within such longer term as may be reasonably necessary, which shall not be unreasonably rejected. The Base Rent shall be reduced on a prorated basis for any period where Lessee must vacate all or portions of the Rentable Area due to default by Lessor in performing covenants.

SECTION 17. Lessor covenants that the Lessee, on paying the rent herein determined, and performing the covenants and agreements hereof, shall peaceably have, hold and enjoy the Rentable Area and all rights, easements and privileges belonging or in anywise pertaining thereto, during the initial term including any/all subsequent renewals or extensions thereof. The Lessee shall have reasonable expectation of quiet enjoyment of premises. While periodic minimal disruptions in order for Lessor to perform maintenance required to keep premises in tenable condition are anticipated and generally acceptable to Lessee; however, excessive, repetitive or prolonged disruptions are unacceptable. Lessor shall be entitled to reduce rental payments under such conditions as follows:

- (1) **Minor Disruptions:** Where use of an area constituting less than 25% of the leased area is disrupted due to un-tenantable conditions or maintenance activities for more than 50% of a normal working day, rental payments may be reduced by the Rental Rate times the portion of the Rentable Area so disturbed times the number of days such disruption continues.
- (2) **Major Disruptions:** Where 25% or more of the entire leased area is disrupted due to un-tenantable conditions or maintenance activities for more than 50% of a normal working day, or any disruption necessitating closing of offices by agency or department, rental payments may be reduced by the Rental Rate times the entire Rentable Area times the number of days such disruption continues.
- (3) **Prolonged Disruptions:** Disruptions continuing beyond three normal working days, or multiple disruptions in a one month period, shall constitute cause for termination for default of Lease Contract.

SECTION 18. Lessor will provide paved parking area(s) sufficient for the operation of said agencies on the leased premises, without additional cost to Lessee. Lessor will maintain such parking area(s) throughout the initial term including any/all subsequent renewals or extensions thereof in a serviceable condition. Lessor agrees to keep all parking areas provided to Lessee clean and free of trash and debris. The following number and type of spaces shall be provided:

- (1) **Reserved:** Lessor will furnish and reserve 550 parking spaces exclusively for the use of the Lessee's employees and 0 parking spaces exclusively for the use of the Lessee's visitors in one or more surface lots or parking structures. ADA spaces shall be provided in accordance with ADA guidelines; however, such spaces shall not be counted as part of the number required to be reserved for the exclusive use of Lessee.
- (2) **Shared:** Lessor will provide 100 parking spaces for shared use of by the Lessee as well as other Tenants and/or Visitors to the leased building.

SECTION 19. Lessor hereby grants the Lessee the right and option to extend this Lease for a further term of up to three (3) months commencing at the expiration of the initial term or subsequent renewal term where applicable; provided, however, that written notice of the exercise of such option shall be given by Lessee to Lessor at least thirty (30) days before the expiration of such term of this Lease. Such extension shall be at the same annual rental rate as the year proceeding the extension term prorated for the number of additional months of such extension. All other terms and conditions set out herein shall be in effect during the term of the extension.

SECTION 20. Any deviations from the standard Sections above desired by the Lessee must be specifically identified below referencing by Section and paragraph the desired modification below. Inclusion of any deviation will become valid and made a part of this Lease only when specifically approved by the Department of Finance and Administration acting through the Real Property Division of the Bureau of Building, Grounds and Real Property Management, and the Public Procurement Review Board, as evidenced by the signature below:

- (1) **Modification #1:** SECTION      Modify as follows: N/A
- (2) **Modification #2:** SECTION      Modify as follows: N/A
- (3) **Modification #3:** SECTION      Modify as follows: N/A

PPRB Approval Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

SECTION 21. This Lease will not become valid and binding until approved in writing by the Department of Finance and Administration acting through the Real Property Division of the Bureau of Building, Grounds and Real Property Management, and the Public Procurement Review Board.

SECTION 22. It shall be the sole responsibility of the Lessor to provide space that is fully compliant with any/all codes, regulations and other Federal, State and Local requirements. Submission of a Lease Proposal shall constitute representation by offeror that any proposed building including any/all proposed modifications does or will comply with all such items prior to occupancy by Lessee and shall be maintained in such compliance during the initial term and any/all subsequent renewals or extensions thereof. Applicable requirements include, but are not necessarily limited to the following:

- (1) **Building Code**
- (2) **Fire Code**
- (3) **Plumbing Code** (including provisions relating to minimum number of fixtures)
- (4) **Mechanical Code**
- (5) **Electrical Code**
- (6) **Mississippi Conveyance Safety Act**
- (7) **Energy Code**
- (8) **Zoning Regulations**
- (9) **Environmental Regulations**
- (10) **ADA** (as applicable to both occupants and visitors)
- (11) **Antiquities Law** – If proposed space involves any alteration to a National Landmark, Mississippi Landmark or potentially eligible property, obtaining of any required approvals as well as any mitigation must be included at no additional cost to the Lessee. The Lessor, at its sole cost and expense, shall retain the services of a preservation architect who meets or exceeds the Secretary of the Interior's Professional Qualifications Standards for Historic Architecture as amended and annotated and previously published in the Code of Federal Regulations, 36 CFR part 61 if proposal includes modifications to any such property.

SECTION 23. The Lessor or Lessors herein warrant and that this Lease is not made in violation of Section 25-4-105 *Certain actions, activities and business relationships prohibited or authorized; contracts in violation of section voidable; penalties* of the Mississippi Code of 1972, annotated. Should it be determined during the term of this Lease that it is in violation of Section 25-4-105, the Lessee may terminate this Lease with no less



than a written thirty (30) day notice to Lessor with no penalty to the Lessee.

SECTION 24. The Lessee and Lessor may terminate this Lease, upon mutual agreement. The Lessee and Lessor shall agree in writing as to the said termination, specifying the part of the Lease terminated and when the termination becomes effective, with notification to the Real Property Management Division Director of the Department of Finance and Administration's Bureau of Building, Grounds and Real Property Management. This Section does not affect the Sections herein that pertain to default and/or failure to comply with Lease provisions and pertains only to cancellation and/or termination of Lease, upon mutual agreement of the parties.

SECTION 25. The Lessor agrees to accept payment via the State of Mississippi's electronic and remittance vehicle. The Lessee agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the Mississippi Code of 1972, Annotated, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice. Payments using the Statewide Accounting System shall be made and remittance information provided electronically as directed by the Lessee. These payments shall be deposited into the bank account of the Lessor's choice. The Lessee may, at its sole discretion, require the Lessor to submit invoices and supporting documentation electronically at any time during the initial term and any/all subsequent renewals or extensions. The Lessor understands and agrees that the Lessee is exempt from the payment of taxes. All payments shall be in United States currency.

SECTION 26. Provided the Lessor is given reasonable advance written notice and such inspection is made during normal business hours of the Lessor, the Contractor agrees that the Lessee or any of its duly authorized representatives at any time during the term of this Lease shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Lessor related to the Lessor's charges and performance under this Lease. All records related to this Lease shall be kept by the Lessor for a period of three (3) years after final payment under this Lease and all pending matters are closed unless the Lessee authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Lease has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later. The Lessor agrees to refund to the Lessee any overpayment disclosed by any such audit arising out of or related in any way to this contract.

SECTION 27. The Lease shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Lessor shall comply with applicable federal, state, and local laws and regulations.

SECTION 28. The Lessor shall not assign, sub-contract or otherwise in whole or in part, its right or obligations under this Lease without prior written consent of the Lessee and the Public Procurement Review Board. Any attempted assignment or transfer without said consent shall be void and of no effect. No such approval by Lessee of any sub-contract shall be deemed in any way to provide for the incurrence of any obligation of Lessee in addition to the total fixed price agreed upon in this Lease. Sub-contracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the Lessee may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

SECTION 29. The Lessor understands that the Lessee is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Lessor agrees during the initial term and any/all subsequent renewals or extensions that the Lessor will strictly adhere to this policy in its employment practices and provision of services. The Lessor shall comply with, and all activities under this Lease shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SECTION 30. This Lease, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 *et seq.*, Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Lease is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Lease is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Lease to the website, any information identified by the Lessor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.



SECTION 31. If applicable, the Lessor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, et seq. of the Mississippi Code of 1972, Annotated, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Lessor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Lessor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Lessor to the following: (1) termination of this Lease and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Lessor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both. In the event of such cancellation/termination, the Lessor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.

SECTION 32. This Lease may be modified, altered or changed only by written agreement of both parties subject to approval by the Public Procurement Review Board. The parties agree to renegotiate the Lease if federal, state and/or any applicable laws or regulations make changes in this Lease necessary.

SECTION 33. The Lease shall be governed by the applicable provisions of the Department of Finance and Administration, Bureau of Building, Grounds and Real Property Management *Leasing Manual* as adopted by the Public Procurement Review Board, a copy of which is available at 501 North West St., Suite 1401, Jackson, MS 39201 for inspection or downloadable at [www.dfa.ms.gov](http://www.dfa.ms.gov).

SECTION 34. The Lessor represents that it has not retained a person to solicit or secure a Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Lessor's proposal.

SECTION 35. The Lessor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities as set forth in Section 700.5 *Gratuities* of the Department of Finance and Administration, Bureau of Building, Grounds and Real Property Management *Leasing Manual*.

SECTION 36. Requirements that are generally considered above and beyond those hereinbefore identified shall be considered as Supplementary Provisions and identified below. Such provisions are only permitted when included within the RLP or addenda thereto.

- (1) **Additional and/or Alternate Hours of Operation:** For the purposes of this Lease Contract, normal working hours shall mean 6:00 AM to 6:00 PM each working day. DHS Executive Director Office, Call Center, IT Rooms and entire MIS Operations Suite shall all operate 24 hours per day, 7 days per week, 365 days per year. HVAC system(s) shall be designed to support operation of these spaces without operation unoccupied spaces.
- (2) **Additional Security:** Access control and CCTV shall be furnished and maintained by Lessor. Access control shall be provided with auditable use history and shall be under the control of Lessee. Camera system shall be monitored by Lessor but also able to be monitored by Lessee. System shall be provided with adequate capacity to maintain archived data for a reasonable period of time.
  - **Exterior Doors:** All exterior entry points shall be provided with card readers and monitored by camera(s).
  - **Stairwells:** All stairwell entry doors shall be provided with card readers at both stairwell and tenant sides and monitored by camera at tenant side.
  - **Elevators:** All elevators serving tenant-only floors shall have card readers limiting access to such floors by tenant only
  - **Lobbies/Corridors:** All doors to entry lobbies/reception areas on floors occupied by more than one tenant shall be provide with card readers. All such spaces and at appropriate intervals in corridors shall be monitored by cameras.
  - **Other Spaces:** Computer Lab, Lunch Room and Wellness Area shall be monitored by cameras.
  - **Parking Area(s):** All parking structures provided shall be illuminated at a minimum of 5 foot-candles. All surface lots shall be illuminated at a minimum of 1.5 foot-candles. All parking provided shall be secure, monitored by cameras and be provided with full time guard posted during normal working hours. All surface lots shall be provide with security fencing.

- (3) **IT Requirements:** Fiber shall be provided to the building and to each floor therein. Cat 6 distribution cabling for data and phone shall be provided with a minimum of 2 data drops and 1 phone drop per office/cubicle/work room. Data and phone drops shall be provided at each major wall of conference and similar rooms. Coordinate computer lab power/data/phone locations with Lessee. PS shall be provide at MIS Operations Room and all IT Rooms.
- (4) **Generator & Electrical Requirements:** DHS Executive Director Office, Call Center, IT Rooms and entire MIS Operations Suite shall be on emergency generator with capacity to handle life safety, HVAC and power requirements for these spaces. Lessor shall provide power and connections for Lessee's equipment at Mailroom, printers at MIS Operations, and cardio equipment at Wellness Area.
- (5) **Vending:** Vending equipment will be furnished at Lunch Room via Mississippi Department of Rehabilitation Services and located at Lunch Room. Equipment includes five (5) vending machines, four (4) upright refrigerated units and eight (8) microwaves. Lessor shall coordinate and provide power for Lessee's equipment.
- (6) **Signage:** Provide one (1) metal frame with plastic magnetic back room sign at each space throughout rentable area with braille meeting all ADA requirements. Office and Conference Rooms shall be 6" x 8" with 3" x 8" window for changeable paper insert. Restroom signage shall be 8" x 8" with ADA insignia. Other rooms/spaces shall be minimum 6" x 8" with room number and designation.
- (7) **Casework:** Provide a minimum of then (10) linear foot of plastic laminate base and upper cabinets with solid surface or quartz countertops at each Work Room. Provide a minimum of eight (8) linear foot of plastic laminate base and upper cabinets with solid surface or quartz countertops and double bowl sink at each Break Room and Lunch Room. Provide space and water supply and drain connections at each Break Room for ice machine furnished by Lessee.
- (8) **Finish Requirements:** All offices, cubicle areas, conference rooms, waiting areas, Auditorium, Computer Lab and Call Center shall be provided with carpet tile which shall be 100% solution dyed nylon equivalent to Interface CT101 and not less than 17 oz/SY tufted yarn weight, 1/12 in machine gauge, 0.16 in pile height, 0.104 in pile thickness, 8 stiches per in and 5,885 oz/CY pile density. All restrooms shall be provided with porcelain or ceramic tile with wainscot not less than 44" AFF. Wellness Area shall be provided with rubber multi-functional/sports flooring equivalent to Tarkett Replay Commotion and not less than 3/8" thickness, 65 shore A harness, 0.8 SCOF slip resistance, 60 IIC acoustical and 1.00 gram weight loss. All other spaces shall be provided with commercial grade LVT equivalent to Interface Drawn Lines and not less than Class III Printed Vinyl Tile, 22 mil wear layer thickness, 4.5 mm total thickness.
- (9) **Window Treatments:** All exterior windows shall be furnished with commercial grade aluminum mini-blinds.
- (10) **Cubicles:** Lessor to provide some or all of the cubicles/system furniture for Lessee's use as agreed upon by Lessor and Lessee where such provision of cubicles/system furniture will be in the State's best interest from a cost perspective and provided proposed cubicles/system furniture is in good condition and of suitable configuration to meet Lessee's requirements.

IN WITNESS WHEREOF, this Lease Agreement has been duly executed in duplicate originals on the date hereinbefore set forth.

LESSOR (Individual or Corporation)

By: \_\_\_\_\_

Title: \_\_\_\_\_

LESSEE

By: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

<u>Year</u>	<u>Square Footage</u>	<u>Rate \$ PSF</u>	<u>Annual Rental Amount</u>
Year 1	156,383	\$8.00	\$1,251,064.00
Year 2	156,383	\$14.00	\$2,189,362.00
Year 3	156,383	\$14.00	\$2,189,362.00
Year 4	156,383	\$14.00	\$2,189,362.00
Year 5	156,383	\$15.00	\$2,345,745.00
Year 6	156,383	\$15.00	\$2,345,745.00
Year 7	156,383	\$15.00	\$2,345,745.00
Year 8	156,383	\$15.00	\$2,345,745.00
Year 9	156,383	\$15.00	\$2,345,745.00
Year 10	156,383	\$15.00	\$2,345,745.00
Year 11	156,383	\$16.00	\$2,502,128.00
Year 12	156,383	\$16.00	\$2,502,128.00
Year 13	156,383	\$16.00	\$2,502,128.00
Year 14	156,383	\$16.00	\$2,502,128.00
Year 15	156,383	\$16.00	\$2,502,128.00
Year 16	156,383	\$16.50	\$2,580,319.50
Year 17	156,383	\$16.50	\$2,580,319.50
Year 18	156,383	\$16.50	\$2,580,319.50
Year 19	156,383	\$16.50	\$2,580,319.50
Year 20	156,383	\$16.50	\$2,580,319.50

**Tota Rent Over Term:** \$47,305,857.50

**Avg Rent:** \$15.13

<u>Year</u>	<u>Square Footage</u>	<u>Rate \$ PSF</u>	<u>Annual Rental Amount</u>
Year 21	156,383	\$18.00	\$2,814,894.00
Year 22	156,383	\$18.00	\$2,814,894.00
Year 23	156,383	\$18.00	\$2,814,894.00
Year 24	156,383	\$18.00	\$2,814,894.00
Year 25	156,383	\$18.00	\$2,814,894.00

**Total Rent Over Option #1:** \$14,074,470.00

<u>Year</u>	<u>Square Footage</u>	<u>Rate \$ PSF</u>	<u>Annual Rental Amount</u>
Year 26	156,383	\$19.00	\$2,971,277.00
Year 27	156,383	\$19.00	\$2,971,277.00
Year 28	156,383	\$19.00	\$2,971,277.00
Year 29	156,383	\$19.00	\$2,971,277.00
Year 30	156,383	\$19.00	\$2,971,277.00

**Total Rent Over Option #2:** \$14,856,385.00

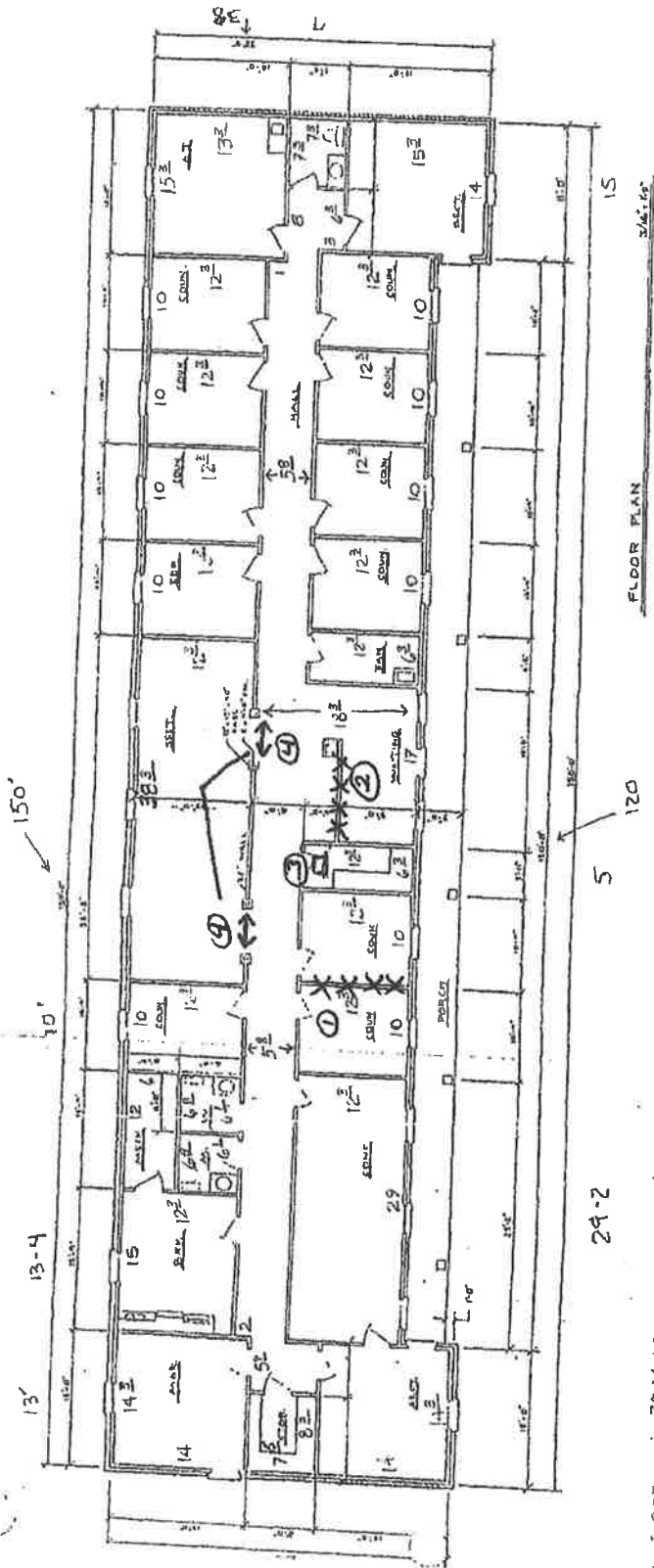
**EXHIBIT A TO LEASE AGREEMENT  
750 NORTH STATE STREET  
JACKSON, MISSISSIPPI**

THIS EXHIBIT TO LEASE AGREEMENT AMEMENDMENT FOUR is made effective on the date it was fully executed by and between Madated, LLC, a Mississippi Limited Partnership ("Lessor") and the Department of Human Services ("Lessee") for the State of Mississippi.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings expressed herein, the Lessor and Lessee agree to the following construction, improvements, and/or renovations to be made by the Lessor as agreed upon by the Lessee:

1. Construct a new metal canopy over the open area between the parking garage roof and training center roof.
2. Renovate and improve the two training rooms, 214 and 213 on the second floor of the 750 building. Remove 64 foot folding panel wall. Install new sound wall with 2 layers of 5/8 gypsum one side, and one layer on the other side with sound insulation in cavity. Insulate 4 foot each side of partition above ceiling. Remove the electrical conduits and outlets on folding wall and install new power outlets to both sides of the new sound wall and add power outlets to the south existing wall where needed. Add data conduit and boxes in new wall.
3. Remove existing glued down carpet and install new carpet squares similar to previously installed carpet squares. Install new 4" cove base on walls.
4. Install new door, frame and hardware at new closet in east offset.
5. Tape and finish new wall. Paint new wall and existing perimeter walls around the two rooms.
6. Install new carpet squares on ninth floor room 930.

# Exhibit A



TOTAL UNDER ROOF =  $38 \times 150 = 5,700 \text{ sq ft}$   
 LESS: HALLWAY =  $681 \text{ sq ft}$   
 EATING =  $130 \text{ sq ft}$   
 CLOSET =  $280 \text{ sq ft}$   
 TOTAL =  $4,609 \text{ sq ft}$   
 LESS: CORRIDOR =  $1,043 \text{ sq ft}$   
 TOTAL =  $3,566 \text{ sq ft}$

- ① Remove wall with "Xs" so this can be a training lab.
- ② Remove wall with "Xs" and water fountain to open this area for a receptionist.
- ③ Install a vent in the door for electrical equipment room.
- ④ Increase width of both door to entrance of room behind plan.

**LEASE RENEWAL/EXTENSION/AMENDMENT AGREEMENT  
(Amendment of current lease)**

**STATE OF MISSISSIPPI  
STANDARD FORM**

**FOURTH AMENDMENT TO LEASE AGREEMENT  
Lease Number 865-251-31A**

This Fourth Amendment to the original Lease Agreement is entered into on this day \_\_\_\_\_ of \_\_\_\_\_, 2018, by and between Madated, LLC whose address is 368 Highland Colony Parkway, Ridgeland, Mississippi 39157 (hereinafter referred to "LESSOR") and the Mississippi Department of Human Services, whose address is 200 South Lamar Street Jackson, MS 39201 (hereinafter referred to as LESSEE). The terms LESSOR and LESSEE shall include, whenever the context admits or requires, singular or plural, the heirs, legal representatives, successors and assigns of the respective parties.

**WITNESSETH**

That on the 28<sup>th</sup> day of December, 2007, the LESSOR and LESSEE entered into a Lease Agreement to lease space located at 750 North State Street in the City of Jackson, Hinds County, Mississippi, for a term commencing on the 1<sup>st</sup> day of January, 2008, and ending on the 31<sup>st</sup> day of December, 2017.

That on the 26<sup>th</sup> day of February, 2008 the LESSOR and LESSEE executed a First Amendment to the Lease Agreement with no modifications in price or length of Agreement, but only made modifications regarding repairs and renovations. That on the 4<sup>th</sup> day of October, 2013 the LESSOR and LESSEE entered into a Second Amendment to the Lease Agreement, extending the end date to December 31<sup>st</sup> 2027. That on June 18<sup>th</sup> 2017, the LESSOR and LESSEE entered into their Third Amendment to the Lease Agreement extending the end date to June 30, 2031.

NOW COMES the LESSOR and LESSEE and hereby agree to enter into a Fourth Amendment with no modifications regarding the length of the Lease, but rather the Fourth Amendment modifies and restructures the rental fees and fee schedule. Because LESSEE did not have access, possession or the enjoyment of use of the properties at 750 N. State Street for a certain amount of time, but continued to pay full rent for the property, LESSOR agrees to pay LESSEE one month's rental credit for the month of July, 2018 for the inconvenience of not being able to utilize the property for that month.

Therefore, this payment schedule reflects a credit from the LESSOR to LESSEE of one month's rent in the total amount of \$172,849.00 at \$34,569.00 spread out over each of the first five months of 2019 (January 1 – May 31, 2019) at which time the rent returns to the monthly amount of \$172,849.00.

As such, LESSOR and LESSEE hereby agree that the rental amount shall be adjusted for the demised premises pursuant to and based on the following schedule:

<u>Years</u>	<u>Monthly Amount</u>
1. January 1, 2019 – May 31, 2019	\$ 219,449.00
2. June 1, 2019 – June 30, 2031	\$ 172,849.00

FURTHER COMES the LESSOR and LESSEE with the desire to amend the Lease Agreement as follows:

1. LESSOR and LESSEE hereby agree to delete SECTION 7 of the initial Lease Agreement.
2. LESSOR and LESSEE hereby agree to delete SECTION 11 of the initial Lease Agreement and replace it with the following language:

SECTION 11: The LESSOR shall allow the LESSEE to assign this lease or sublet the whole or any part of the demised premises, including parking spaces and any part thereof and shall not unreasonably withhold consent to do such so that the space may be utilized by others. The LESSEE shall remain primarily liable for the performance of covenants and obligations on its part to be performed under this Lease during the primary or any extended term thereof for as long as LESSEE is the primary Leaseholder on the Lease and the demised property.

In the event any of the premises is sub-leased to a 501c3 Non-profit, it will be the sole responsibility of the sub-lessee 501c3 to acquire any and all appropriate licenses, certifications and any type of insurance coverage(s) for their business purposes, their employees and patrons, such as, but not limited to Worker's Compensation, property/premise liability, and all standard extended coverage perils for the full, fair insurable value thereof in a solvent and responsible manner as a 501c3 company authorized to do business in the State of Mississippi would carry. The sub-lessee must also carry its own coverage for bodily injury and hold harmless and indemnify the LESSEE and LESSOR against any and all liability for injury or death to any person or damage to property in or upon the leased premises not caused directly by an act or omission of the LESSOR or LESSEE or by an employee or patron of the LESSOR or LESSEE.

3. LESSOR agrees to complete any construction, improvements and/or renovations to the satisfaction of the LESSEE within reasonable timelines set by LESSEE. (See Exhibit A attached hereto for description)

IN WITNESS WHEREOF, this Lease Agreement has been duly executed in duplicate originals on the date hereinabove set forth.

LESSOR (Madated LLC)

By: \_\_\_\_\_

LESSEE (MDHS)

By: \_\_\_\_\_

This Fourth Amendment to the Original Lease Agreement between the Parties is approved by the Department of Finance and Administration/Public Procurement and Review Board:

By: \_\_\_\_\_ Title: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 2018.



# **Attachment H**

**DCPS Contracts and DHS Contracts Useful  
in Establishing and Operating DCPS for  
Fiscal Year 2019**

**DCPS Contracts and DHS Contracts Useful in  
Establishing and Operating DCPS as Reported in the PPRB Minutes  
Fiscal Year 2019**

	<b>Contract Number</b>	<b>Agency</b>	<b>Contractor</b>	<b>Type</b>	<b>Contract Action Amount</b>	<b>Start Date</b>	<b>End Date</b>	<b>Reported to the PSCRB/ PPRB</b>
1	8200030275	Department of Child Protection Services and Department of Human Services	200 Million Flowers, Inc.	Termination	(\$528,014.89)	1/1/2017	10/31/2017	7/11/2018
2	8200038734	Department of Child Protection Services and Department of Human Services	Apelah, Inc.	Modification	\$1,127,708.30	3/1/2018	9/30/2018	8/1/2018
3	8200038726	Department of Child Protection Services and Department of Human Services	Rehabilitation Center d/b/a Millcreek of Pontotoc	Modification	\$802,387.50	3/1/2018	9/30/2018	8/1/2018
4	8200038753	Department of Child Protection Services and Department of Human Services	Southern Christian Services for Children & Youth	Modification	\$399,694.76	3/1/2018	9/30/2018	8/1/2018
5	8200038736	Department of Child Protection Services and Department of Human Services	Hope Village for Children	Modification	\$367,162.50	3/1/2018	9/30/2018	8/1/2018
6	8200038738	Department of Child Protection Services and Department of Human Services	United Methodist Ministry with Children & Families	Modification	\$366,859.62	3/1/2018	9/30/2018	8/1/2018

**DCPS Contracts and DHS Contracts Useful in  
Establishing and Operating DCPS as Reported in the PPRB Minutes  
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7	8200038757	Department of Child Protection Services and Department of Human Services	Rehabilitation Center d/b/a Millcreek of Magee	Modification	\$301,212.50	3/1/2018	9/30/2018	8/1/2018
8	8200038739	Department of Child Protection Services and Department of Human Services	Youth Village, Inc.	Modification	\$126,005.73	3/1/2018	9/30/2018	8/1/2018
9	8800006288	Department of Child Protection Services and Department of Human Services	Chapin Hall Center for Children	New	\$121,295.00	7/1/2018	6/30/2019	8/1/2018
10	8200038754	Department of Child Protection Services and Department of Human Services	Catholic Charities, Inc. - Jackson	Modification	\$93,884.17	3/1/2018	9/30/2018	8/1/2018
11	8200039593	Department of Child Protection Services and Department of Human Services	Family Resource Center of NE MS	New	\$73,500.00	7/1/2018	12/31/2018	8/1/2018
12	8200022068	Department of Child Protection Services and Department of Human Services	Hope Village for Children	Modification	\$0.00	12/1/2015	9/30/2018	8/1/2018
13	8200022070	Department of Child Protection Services and Department of Human Services	Faith Haven, Inc.	Modification	\$0.00	12/1/2015	9/30/2018	8/1/2018

**DCPS Contracts and DHS Contracts Useful in  
Establishing and Operating DCPS as Reported in the PPRB Minutes  
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14	8200022071	Department of Child Protection Services and Department of Human Services	Chistians in Action, Inc.	Modification	\$0.00	12/1/2015	9/30/2018	8/1/2018
15	8200022067	Department of Child Protection Services and Department of Human Services	Hancock County Human Resources	Modification	\$0.00	12/1/2015	9/30/2018	8/1/2018
16	8200022066	Department of Child Protection Services and Department of Human Services	Sally Kate Winters Family Service	Modification	\$0.00	12/1/2015	9/30/2018	8/1/2018
17	8200038750	Department of Child Protection Services and Department of Human Services	Sunnybrook Childerns Home, Inc.	Modification	(\$36,543.69)	3/1/2018	9/30/2018	8/1/2018
18	8200038755	Department of Child Protection Services and Department of Human Services	MS Children's Home Society	Modification	(\$143,823.39)	3/1/2018	9/30/2018	8/1/2018
19	8200022069	Department of Child Protection Services and Department of Human Services	MS Children's Home Society	Modification	(\$633,085.20)	12/1/2015	9/30/2018	8/1/2018
		<b>Fiscal Year 2019 Total</b>			<b>\$2,438,242.91</b>			

**DCPS Contracts and DHS Contracts Useful in  
Establishing and Operating DCPS as Reported in the PPRB Minutes  
Fiscal Year 2019**

*Neither the Public Procurement Review Board nor Office of Personal Service Contract Review (OPSCR) staff approves Department of Child Protection Services (DCPS) contracts or Department of Human Services (DHS) contracts useful in establishing and operating DCPS. These contracts are reported to the Board for consideration of recommendations, but are not subject to OPSCR Rules and Regulations. The implementation of any Board recommendations is at the discretion of DHS and/or DCPS. Pursuant to Miss. Code Ann. § 27-104-7(9), the Board is not authorized to disapprove any proposed personal service contracts for DCPS or DHS that are useful in establishing and operating DCPS.*

# **Attachment I**

**OPSCR**

Emergency Contracts

**Emergency Contracts as Reported in the PPRB Minutes**  
**Fiscal Year 2019 (October 2018)**

	Contract Number	Agency	Contractor	Type	Total Contract Amount	Start Date	End Date	Reported to the PPRB
1	8400000760	Veterans Affairs Board	Pro-Nurse, LLC	Modification	\$112,000.00	2/28/2017	5/15/2018	7/11/2018
2	8400000851	Department of Human Services	Pendleton Security, Inc.	New	\$147,980.70	7/16/2018	7/15/2019	9/11/2018
3	8400000860	Department of Human Services	Terry's Installation & Delivery Services, Inc.	New	\$135,000.00	6/15/2018	10/31/2018	9/11/2018
4	8400000861	Mississippi Department of Education	George Gilreath	New	\$99,750.00	7/25/2018	12/31/2018	9/11/2018
5	8400000892	Mississippi Division of Medicaid	eQHealth Solutions, Inc.	New	\$3,900,000.00	9/1/2018	8/31/2019	9/11/2018
		<b>Fiscal Year 2019 Total (October 2018)</b>			<b>\$4,394,730.70</b>			

*Emergency contracts are reviewed by Office of Personal Service Contract Review (OPSCR) staff for technical compliance upon the written request of the submitting agency. The OPSCR staff will process the contract in MAGIC upon receipt of the contract, and then conduct the requested review and notify the agency of any problems found during the requested review; however, it is the responsibility of the agency to correct any errors. If no written request for review is made by the submitting agency, OPSCR staff will process the contract in MAGIC upon receipt of same, and then conduct a review of the contract for internal auditing purposes. Emergency contracts are presented to the PPRB at its regular meeting and are included in the minutes of said meeting, but no action is required by the PPRB as to these contracts. Any approval in MAGIC or any other state system does not constitute approval of the emergency procurement by the PPRB and is done solely for processing purposes. This provision is not intended to prevent the PPRB from making a report or to take other action as deemed appropriate.*

# **Attachment J**

**OPSCR**

Staff Approvals



**Public Procurement Review Board**  
**OPSCR Staff Approvals for October 2018**

	Contract Number	Agency	Vendor	Request Type*	Service Type	Contract Action	Contract Action Amount
1	94864	Department of Marine Resources	Joshua O. Lambert	WIN	Fishery Related Occupation	Modification	\$3,243.00
2	102465	Department of Marine Resources	Dale Diaz	WIN	Other (Miscellaneous)	Modification	\$0.00
3	8200031179	Department of Public Safety	Warner, Inc d/b/a ServiceMaster OneCall	PVL	Janitorial Services	Modification	\$0.00

*\*Request Types were approved using the following staff authorities approved by the Board at the January 3, 2018 meeting:*

*PVL: Staff authority to approve contracts for vendors selected from and containing scopes of services consistent with the preapproved vendor list.*

*WIN: Staff authority to approve WIN (contract worker) contracts not exceeding \$75,000.00 in one fiscal year and/or calendar year.*

*CPU: Staff authority to approve modifications to previously approved contracts that involve cost-per-unit fees up to ten percent of the originally approved contract amount. Contracts approved using this authority shall not exceed \$500,000.00.*

*Multiple Contracts: Staff authority to approve multiple contracts with the same vendor, but with different scopes of services. Contracts approved using this authority shall not exceed \$75,000.00.*

*Technical Error: Staff authority to approve modifications to previously approved contracts involving accounting and scrivener's errors and other technical or technological problems that do not alter the contract terms and conditions.*

*Novation/Buyout/Name Change: Staff authority to approve the transfer or assignment of a previously approved contract that does not alter any other contract terms and conditions. Contracts approved using this authority include novation, buyout, and all other vendor name changes.*

*Reduction: Staff authority to approve modifications to previously approved contracts that only reduce the dollar amount of the contracts or in which the amount and services are unchanged.*