



MEETING MINUTES
Wednesday, December 5, 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,
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
Yolanda Thurman
Shandra Thompson
Lashonda Washington
Vergenia Coleman
Regina Irvin
Victoria James
Jeremy Holmes
Ramona Jones
Symone Bounds
James Brabston
Stephen Tucker

Erin Sandlin
Billy Beard

Guests:

Paul Parrish, Mississippi Department of Environmental Quality
Hardy Crunk, Madison County
Richard Rogers, Department of Banking and Consumer Finance
Sheralynn Hibbler, Mississippi State Veterans Affairs Board
Stacey Pickering, Mississippi State Veterans Affairs Board
Nathan Wilson, Mississippi Division of Medicaid
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
Aveleka Moore, Mississippi Department of Environmental Quality
Michelle Smith, Department of Information Technology Services
Brittney Thompson, Mississippi Division of Medicaid
Mark Leiker, Mississippi Division of Medicaid
Diane Hargrove, Mississippi Department of Health
Jennifer Dotson, Mississippi Department of Human Services
Bryan Wardlaw, Mississippi Department of Human Services
Jacob Black, Mississippi Department of Human Services
Chip Butler, Mississippi Department of Human Services
Sherry Johnson, Mississippi Department of Health
Johnny Nelson, Mississippi Department of Health
Degina Booker, Mississippi Department of Health
Amanda DuBose, Mississippi Department of Health
Losonda King, Mississippi Department of Health
Michelle Smith, Department of Information Technology Services
Steve Parker, Mississippi Board of Pharmacy
Brian Lewis, MDCPS
Leigh Washington, MDCPS
Robert Benson, Mississippi Department of Archives and History
Cindy Gardner, Mississippi Department of Archives and History
Joey Roberts, Mississippi Department of Archives and History
Timothy Davis, Mississippi Department of Archives and History
Monique Corley, Mississippi Department of Education
Jackie Sampsell, Mississippi Department of Education
Joseph Runnels, Mississippi Department of Education
Bob Graves, Mississippi Fair Commission
Lori Guynes, Mississippi Fair Commission
Anita Evans, Mississippi Department of Health
Tommy Browning, Mississippi Department of Rehabilitation
Services
Shannon Chesney, Mississippi Department of Rehabilitation
Services

Gary Higginbotham, Madison County
Danielle Ashley, Jones County
Chasity Gray, Jones County
Laura Oster, Rankin County
Brigette Herring, Rankin County
Toni Johnson, Department of Mental Health
Evelyn Johnson, Capitol Resources
Melanie Green, Mississippi Department of Environmental Quality
Alyce Stewart, Mississippi Department of Health
Terri Ashley, Office of Insurance
Tara Clark, Mississippi Division of Medicaid
Keith Heartsill, Mississippi Division of Medicaid
Melinda Crum, Tippah County (*via teleconference*)
Stacy Spink, Tippah County (*via teleconference*)
Tommie Morgan, Chickasaw County (*via teleconference*)
Tonga Vinson, City of Vicksburg (*via teleconference*)
Belinda Atkinson, Leake County (*via teleconference*)
Dr. Sarah Morgan, University of Southern Mississippi (*via teleconference*)
Jessica Whitten, University of Southern Mississippi (*via teleconference*)
Stephen Niemeyer, University of Mississippi Medical Center (*via teleconference*)
Rick Kinnard, Mississippi Department of Marine Resources (*via teleconference*)
Michelle Williams, Mississippi Department of Marine Resources (*via teleconference*)
Faye James, Mississippi Department of Marine Resources (*via teleconference*)
Rick Entrekin, East Mississippi State Hospital (*via teleconference*)
Janet Griffin, East Mississippi State Hospital (*via teleconference*)
Peter Stewart, Ellisville State School, (*via teleconference*)
Lana Jeffcoat, Ellisville State School, (*via teleconference*)
Otis Parker, Ellisville State School, (*via teleconference*)
Veronica Vaughn, Department of Mental Health (*via teleconference*)

I. Call to Order

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

II. Approval of Minutes from November 7, 2018 Public Procurement Review Board Meeting

A. Motion to Amend Item IV.D.3

The board discussed revising the approval of Item IV.D.3 to change the word "investigated" to "reviewed". In agreement with the revision, Ms. Wray changed her vote, making the approval unanimous.

Action: A motion was made by Mr. Belk to amend the November 7, 2018 PPRB Minutes. The motion was seconded by Ms. Wray and unanimously approved by all members present. The amended approval states “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.”

Action: A motion was made by Mr. Belk to approve the amended November 7, 2018 PPRB Minutes. The motion was seconded by Ms. Wray and unanimously approved by all members present.

III. Approval of per diem and expenses for the December 5, 2018 meeting and for any additional expenses incurred prior to the January 2019 meeting

Action: A motion was made by Mr. Belk to approve per diem and expenses for the December 5, 2018 meeting and for any additional expenses incurred prior to the January 9, 2019 meeting. The motion was seconded by Ms. Wray and unanimously approved by all members present.

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

A. Petitions for Relief from Reverse Auction

1. Governing Authorities

i. Requesting Governing Authority: Jones County

Supplier: Unknown

Term: Unknown

Commodities: Bituminous Materials (hot & cold mix and other mixtures), slurry seal, and striping

Total Value: Estimated \$750,000.00 (Bituminous material \$200,000.00, slurry seal \$500,000.00, striping \$50,000.00)

Summary of Request: Jones County has requested an exemption from using the Reverse Auction process for the purchase of various commodities. Reverse auction has been used by the County for these procurements but resulted in little competition with an inflation in prices. The County feels that 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 provided, OPTFM recommends approval of the exemption and the use of competitive sealed bidding for the procurement.

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

ii. **Requesting Governing Authority:** Tippah County

Supplier: Unknown

Term: Unknown

Commodities: Aggregate material, cold mix emulsion, and CRS-2

Total Value: Estimated \$150,000.00 (aggregate material \$50,000.00, cold mix \$50,000.00, CRS-2 \$50,000.00)

Summary of Request: Tippah County has requested an exemption from using the Reverse Auction process for the purchase of various commodities. Reverse auction has been used by the County for these procurements but resulted in little competition with an inflation in prices. The County also wishes to award to alternate vendors. The County feels that 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 provided, OPTFM recommends approval of the exemption and the use of competitive sealed bidding for the procurement.

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.

iii. **Requesting Governing Authority:** Chickasaw County

Supplier: Unknown

Term: Unknown

Commodities: CRS-2, #7 stone, crusher run, rip rap, and culverts

Total Value: Estimated \$205,000.00 (CRS-2 \$65,000.00, stone \$75,000.00, culverts \$65,000.00)

Summary of Request: Chickasaw County has requested a reverse exemption from using the Reverse Auction process for the purchase of various commodities. They are requesting an exemption because they make multiple awards for these commodities. The County feels that 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 provided, OPTFM recommends approval of the 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.

iv. **Requesting Governing Authority:** Madison County

Supplier: Unknown

Term: Unknown

Commodities: Various crushed limestone products and fill dirt

Total Value: Estimated \$350,000.00

Summary of Request: Madison County has requested an exemption from using the Reverse Auction process for the purchase of various commodities. They are requesting an exemption because in previous Reverse Auctions they had no participation. The County feels that the competitive sealed bid 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 provided, OPTFM recommends approval of the exemption and the use of competitive sealed bidding for the procurement.

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.

2. State Agencies

i. **Requesting Agency:** Mississippi State Department of Health (MSDH)

Supplier: Unknown-N/A

Contract #: 3180000591

Term: One (1) Year (01/01/2019 – 12/31/2019)

Total Value: Unknown

Summary of Request: MSDH has submitted an exemption request from the Reverse Auction process for the Supplemental Nutrition Program for Women, Infants and Children (WIC) Infant Formula Rebate Program. MSDH is requesting the exemption because the federal guidelines require MSDH to solicit sealed bids through an invitation for bid (IFB). Reverse Auction process will not satisfy federal regulations regarding cost containment procedures. MSDH solicits sealed bids from infant formula manufacturers to supply and provide a rebate for infant formula. The rebate will offset the retail cost of the formulas. The MSDH sought clarification from the USDA and were instructed that the Reverse Auction process was not authorized by the applicable federal regulations.

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, OPTFM asks 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.

ii. **Requesting State Agency:** Mississippi Department of Archives and History

Supplier: Unknown-N/A

Contract #: Unknown-N/A

Term: One-time procurement

Total Value: \$60,000.00 - \$100,000.00 (projected)

Summary of Request: The Mississippi Department of Archives and History (MDAH) is requesting an exemption from the Reverse Auction process and approval to issue a Request for Proposals for the custom design, fabrication, and installation of new exhibit housing for a 500-

year-old canoe currently on display in the Mississippi Museum of History. MDAH is seeking a single firm to design new housing that will allow for better viewing of the artifact while still preserving and protecting it as the current housing obstructs full viewing of the canoe. At the time of building the original museum exhibit, there was no way to know that the lighting and canoe housing would interact in such a way that would obstruct full viewing of the artifact. Due to the lack of existing specifications and the complexity of the procurement, MDAH feels that conducting a Reverse Auction would be neither practicable nor advantageous. Additionally, MDAH feels that an RFP will allow them to effectively compare alternative design specifications, fabrication methods, and supplier experience. MDAH proposes evaluating the proposals using the following weights: 40% cost/price; 35% technical factors, and 25% management factors.

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 provided, OPTFM recommends approval of the exemption and the use of a Request for Proposals for the procurement.

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.

B. Consideration of Awards for Governing Authorities Receiving Exemptions

Items IV.B.1 and IV.B.2 were presented and voted together.

1. Requesting Governing Authority: Warren County

Supplier: Dickerson & Bowen and APAC, Inc. (Jackson & Vicksburg Plant)

Term: 01/01/19 – 12/31/19, with four optional one-year renewals

Total Value: Unknown

Summary of Request: Warren County was granted an exemption from Reverse Auction at the October 3, 2018 PPRB meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for asphalt products. Three bids were received. They are requesting to award to the low vendors per line item as a primary and alternate to Dickerson & Bowen and APAC, Inc. (Jackson and Vicksburg).

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: Warren County

Supplier: Hammett & Green, Bootheel Investment, and Kelly Welding

Term: 01/01/19 – 12/31/19, with four optional one-year renewals

Total Value: Unknown

Summary of Request: Warren County was granted an exemption from Reverse Auction at the September 11, 2018 PPRB meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for gravel products, clay, and wash gravel. Six bids were received. They are requesting to award to the low vendor per line item as a primary and alternate to Hammett & Green, Bootheel Investment and Kelly Welding.

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 recommendations as presented. The motion was seconded by Ms. Malatesta and unanimously approved by all members present.

Items IV.B.3 through IV.B.8 were presented and voted together.

Col. Stringer recused himself and exited the room during the presentation of Items IV.B.3 through IV.B.8.

3. Requesting Governing Authority: Rankin County

Supplier: ADCAMP, Inc., Ergon Asphalt, W.E. Blain & Sons, Dickerson & Bowen, APAC, Blacklidge Emulsions, and AJ Construction

Term: 01/01/19 – 12/31/19

Total Value: Unknown

Summary of Request: Rankin County was granted an exemption from Reverse Auction at the August 1, 2018 PPRB meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for asphalt. They are requesting to award a primary and alternate to the above vendors per line item.

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.

4. Requesting Governing Authority: Rankin County

Supplier: T.L. Wallace

Term: 01/01/19 – 12/31/19

Total Value: Unknown

Summary of Request: Rankin County was granted an exemption from Reverse Auction at the August 1, 2018 PPRB meeting because they typically only get one response to this particular bid. The County advertised for competitive sealed bids for slurry seal, micro-surfacing and scrub seal. They received one bid and wish to award to T.L. Wallace.

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.

5. Requesting Governing Authority: Rankin County

Supplier: Warren Paving, White Sands and Green Dream

Term: 01/01/19 – 12/31/19

Total Value: Unknown

Summary of Request: Rankin County was granted an exemption from Reverse Auction at the August 1, 2018 PPRB meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for crushed aggregates. They received three bids and wish to award primary and alternate per line item to Warren Paving, White Sands, and Green Dream.

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.

6. **Requesting Governing Authority:** Rankin County
Supplier: White Sands and Grand's Gravel Hauling
Term: 01/01/19 – 12/31/19
Total Value: Unknown

Summary of Request: Rankin County was granted an exemption from Reverse Auction at the August 1, 2018 PPRB meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for gravel and received two bids. They wish to award per line item to White Sands and Grand's Gravel Hauling as primary and the alternate.

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.

7. **Requesting Governing Authority:** Rankin County
Supplier: Southern Pipe, Coburn Supply, and G & O Supply
Term: 01/01/19 – 12/31/19
Total Value: Unknown

Summary of Request: Rankin County was granted an exemption from Reverse Auction at the August 1, 2018 PPRB meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for metal culverts and received three bids. They wish to award per line item to Southern Pipe, Coburn Supply, and G & O supply as a primary and alternate.

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.

8. **Requesting Governing Authority:** Rankin County
Supplier: Southern Pipe, Coburn Supply, and G & O Supply
Term: 01/01/19 – 12/31/19
Total Value: Unknown

Summary of Request: Rankin County was granted an exemption from Reverse Auction at the August 1, 2018 PPRB Meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for polypropylene culvert and received four bids. They wish to award per line item to three bidders Southern Pipe, Coburn Supply, and G & O Supply as a primary and alternate.

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 Mr. Belk to approve the staff recommendations as presented. The motion was seconded by Ms. Malatesta and unanimously approved by all members present.

Items IV.B.9 through IV.B.14 were presented and voted together.

9. Requesting Governing Authority: Leake County

Supplier: Dickerson & Bowen Inc., APAC, and W E Blaine

Term: 01/07/19 – 01/05/20

Total Value: Unknown

Summary of Request: Leake County was granted an exemption from Reverse Auction at the October 3, 2018 PPRB meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for hot mix. They wish to award a primary and alternates to Dickerson & Bowen, APAC, and W E Blaine.

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.

10. Requesting Governing Authority: Leake County

Supplier: Cold Mix Inc., W E Blaine, and APAC

Term: 01/07/19 – 01/05/20

Total Value: Unknown

Summary of Request: Leake County was granted an exemption from Reverse Auction at the October 3, 2018 PPRB meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for cold mix. They wish to award a primary and alternates to Cold Mix Inc., W E Blaine, and APAC.

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.

11. Requesting Governing Authority: Leake County

Supplier: Hammett Gravel Co. Inc.

Term: 01/07/19 – 01/05/20

Total Value: Unknown

Summary of Request: Leake County was granted an exemption from Reverse Auction at the October 3, 2018 PPRB Meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for gravel. They wish to award to Hammett Gravel Co. 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.

12. Requesting Governing Authority: Leake County

Supplier: Blacklidge Emulsions Inc. and Ergon

Term: 01/07/19 – 01/05/20

Total Value: Unknown

Summary of Request: Leake County was granted an exemption from Reverse Auction at the October 3, 2018 PPRB meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for liquid asphalt. They wish to award a primary and alternates to Blacklidge Emulsions Inc. and Ergon.

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.

13. Requesting Governing Authority: Leake County

Supplier: Scotty's Recycling and Vulcan Materials

Term: 01/07/19 – 01/05/20

Total Value: Unknown

Summary of Request: Leake County was granted an exemption from Reverse Auction at the October 3, 2018 PPRB meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for aggregates. They wish to award a primary and alternate to Scotty's Recycling and Vulcan Materials.

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.

14. Requesting Governing Authority: Leake County

Supplier: Central Rock, G & O Supply, and Coburn Supply

Term: 01/07/19 – 01/05/20

Total Value: Unknown

Summary of Request: Leake County was granted an exemption from Reverse Auction at the October 3, 2018 PPRB meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for polyethylene pipe. They wish to award a primary and alternates to Central Rock, G & O Supply, and Coburn Supply.

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 recommendations as presented. The motion was seconded by Ms. Malatesta and unanimously approved by all members present.

C. Consideration of State Agency Contracts for Board Action

1. Requesting Agency: Mississippi Department of Human Services (MDHS)

Supplier: Toshiba America Business Solutions

Contract #: 8200043008: \$74,416.00; 8200042307: \$69,088.00; 8200041197: \$49,872.00; 8200042312: \$85,072.00; 8200042313: \$79,416.00; 8200042315: \$85,072.00; 8200042316: \$125,808.00; 8200042301: \$69,088.00; 8200042309: \$90,072.00

Term: 2 years and 10 months (01/01/2019 - 10/31/2021)

Total Value: \$727,904.00

Summary of Request: MDHS has submitted several P-1s requesting approval to enter into several rental agreements with Toshiba America Business Solutions to rent 31 copiers/multi-function devices for the central offices of MDHS and the Department of Child Protection Services (DCPS) and the county offices. Attached is the link to just one of the contracts, which is representative of the remainder, and is the OPTFM-approved form. MDHS used the State Copier contract to select this vendor. MDHS is requesting the Board's approval of these rental agreements.

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 these contracts.

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.

An OPTFM representative contract is attached to these Minutes as **Attachment A**.

2. Requesting Agency: Mississippi Department of Education (MDE)

Supplier: Canon USA, Inc.

Contract #: 82000042705

Term: Five (5) Years (01/01/2019 - 12/31/2023)

Total Value: \$958,122.60

Summary of Request: MDE has submitted a P-1 requesting approval to enter into a rental agreement with Canon USA, Inc., to rent 50 copiers/multi-function devices for the central office of MDE. MDE used the State Copier contract to select this vendor. This contract was presented to the MDE Board on 10/11/2018 and was approved. The Mississippi Department of Information Technology Services (ITS) has approved the rental (See the attached CP-1). MDE selected, from the state contract, three dealers (Xerox Direct, RJ Young and Canon Solutions of America) to provide a proposal based on an assessment of the Agency's specifications for each office. MDE selected Canon Solutions of America a dealer of Canon USA, Inc. MDE is requesting the Board's approval of this rental agreement.

Note: Ms. Irvin noted the correction that the selected vendor, Canon USA, Inc., is a dealer of Canon Solutions of America, not Canon Solutions of America is a dealer of Canon USA, 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 Agency, we ask that the Board approve this contract.

OPTFM CP-1 is attached to these Minutes as **Attachment B**.

Action: A motion was made by Ms. Malatesta to approve the staff recommendation as presented, with the correction of the selected vendor, Canon USA, Inc., is a

dealer of Canon Solutions of America. The motion was seconded by Mr. Morehead and unanimously approved by all members present.

3. Requesting Agency: University of Southern Mississippi (USM)

Supplier: Quantum Design Inc.

Contract #: 8200042759

Term: One-time purchase

Total Value: \$546,120.00

Summary of Request: USM solicited a bid (institutes of higher learning are statutorily exempt from the use of Reverse Auction) for the purchase of one (1) SQUID Magnetometer to be used by their School of Polymer Sciences and Engineering. USM has received 100% federal funding from the National Science Foundation, grant award number (OIA 1757220) to purchase the required instrument. USM received two (2) responses from the solicitation, but one (1) submitted by Cryogenic US LLC was deemed nonresponsive because it did not meet three (3) specifications. The specifications that were not met by Cryogenic US LLC were: 1. Did not have the appropriate VSM Module, 2. Did not meet the performance requirements for AC susceptibility and 3. References of ten (10) similar systems installed in the US were not submitted with their bid response. USM requests to award to Quantum Design Inc. based on the fact that they met the required specifications and that no protests were received.

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 Ms. Malatesta and unanimously approved by all members present.

4. Requesting Agency: Mississippi Department of Transportation (MDOT)

Supplier: McComb Diesel Inc.

Contract #: 8200042946, 8200042948

Total Value: \$588,000.00 (8200042946) for the initial purchase and up to \$392,000.00 (8200042948) for the Agency contract

Term: December 05, 2018 through June 30, 2019 for the initial purchase and December 5, 2018 through October 31, 2019 with the potential of four (4) twelve month extensions, for the Agency contract.

Summary of Request: MDOT completed a Reverse Auction for the purchase of six (6) tractor trucks with an agency contract for the purchase of an additional four (4) Tractor Trucks. Three vendors submitted pre-qualification information and two met specifications. Those two vendors participated in the Reverse Auction and the contract is being awarded to the low bidder.

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 these two contracts.

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.

5. Requesting Agency: Mississippi Department of Transportation (MDOT)

Supplier: Tri-State Truck Center INC

Contract #: 8200043042, 8200043043

Total Value: \$143,600.00 (8200043042) for initial purchase and up to \$718,000.00 (8200043043) for the Agency contract.

Term: December 05, 2018 through June 30, 2019 for the initial purchase and December 5, 2018 through December 04, 2019 with the potential of four (4) twelve month extensions, for the Agency contract.

Summary of Request: MDOT completed a Reverse Auction for the purchase of two (2) cab & chassis single axle trucks with an agency contract for the purchase of an additional ten (10) tractor trucks. Three vendors submitted pre-qualification information and met specifications. Those three vendors participated in the Reverse Auction and the contract is being awarded to the low bidder.

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 these two contracts.

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.

6. Requesting Agency: Mississippi Department of Transportation (MDOT)

Supplier: McComb Diesel Inc.

Contract #: 8200043040, 8200043041

Total Value: \$2,824,200.00 (8200043040) for the initial purchase and up to \$3,138,000.00 (8200043041) for the Agency contract.

Term: December 05, 2018 through June 30, 2019 for the initial purchase and December 5, 2018 through December 04, 2019 with the potential of four (4) twelve month extensions, for the Agency contract.

Summary of Request: MDOT completed a Reverse Auction for the purchase of twenty-seven (27) cab & chassis tandem axle trucks with an agency contract for the purchase of an additional thirty (30) tractor trucks. Three vendors submitted pre-qualification information and met specifications. Those three vendors participated in the Reverse Auction and the contract is being awarded to the low bidder.

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 these two contracts.

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.

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

Scope of Contract: Exemption to Chapter 8, "Disposal of Personal Property," Section 8.101.01.2 of the Procurement Manual

Purchase Method: Group Purchasing Organization (GPO)

Comments: UMMC is requesting an exemption to the requirements of the regulations of Chapter 8 "Disposal of Personal Property", Section 8.101.01.2, as it relates to personal property that will be traded-in as part of a purchases(s) facilitated through a GPO.

This chapter and section relates to personal property which becomes surplus to the Agency or is obsolete or inoperable, but still has a residual value and the Agency wants to trade the equipment in to receive a discount off the purchase price of new equipment. (Please see the attached request letter.)

Section 8.101.01.2 states: "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 items or items being traded is greater than \$1,000 but not more than \$5,000, two written quotes are required. If the estimated value of the "trade-in" commodity exceeds \$5000 then the transaction shall be advertised.

Per Section 31-7-13, Mississippi Code of 1972, Annotated, if the estimated value of the commodity to be purchased exceeds \$50,000, then the transaction shall be advertised. If the estimated value of the commodity to be purchased exceeds, \$5,000, then the transaction shall be entered into after obtaining at least two competitive bids.

Since UMMC has authority to purchase through a GPO and is exempt from bid requirements, they are asking to be exempt regarding the "disposal of personal property requirements" as well. The prior Board initially approved this exemption in April 2013 and asked that the request be brought back before the Board each year. UMMC's current exemption approval expired June 30, 2017 and due to an oversight at OPTFM the approval was not presented to the Board for the FY 2018 and FY 2019 exemptions. OPTFM is asking for retroactive approval of those exemption requests and that the future approvals be delegated to OPTFM staff on a yearly basis.

Staff Recommendation: Based on the information submitted by the Agency, we ask for the Board's retroactive approval of the FY 18 and 19 exemption requests and the delegation of approval authority to the OPTFM staff for subsequent annual requests.

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.

8. **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: \$2,565,504.00 (\$641,376.00 per vendor)

Summary of Request: DMR is requesting to amend contracts for the purchase of live oysters from NOAA 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 beginning December 10, 2018 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 Board approved these contracts in the amount of \$1,984,000.00 (\$496,000.00 per vendor) at the November 7, 2018 meeting. Since that time, the awarded dealer/processors have refused to execute contracts, stating that the compensation allowed by the DMR will not cover the cost of the insurance required in the contract. The DMR is requesting to increase the amount of each contract to cover the cost to the vendors.

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.

Note: Mr. Statham noted a correction that the Total Value of the contract is \$641,376.00, and the total vendor cost will not exceed \$641,376.00, whether one vendor is awarded or four vendors.

Action: A motion was made by Mr. Morehead to approve the staff recommendation as presented. The motion was seconded by Mr. Belk.

Action: After discussion, Mr. Morehead requested to modify his previous motion, and approved the staff recommendation as amended. The motion was seconded by Ms. Wray and unanimously approved by all members present.

D. OPTFM Staff Approvals Reported to the Board

OPTFM Staff Approvals (October 29, 2018 – November 26, 2018) are attached to these Minutes as **Attachment C**.

a. Emergency Purchases

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

b. Sole Source Purchases

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

E. OPTFM Director's Report

Mr. Campbell discussed the Certified Mississippi Purchasing Agent (CMPA) classes held every two months, and Institutions of Higher Learning (IHL) personnel attending an upcoming purchasing training class.

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 F**.

C. BOB Director's Report

Mr. Sibley gave a review of ongoing projects around the Woolfolk Building which include; elevator improvements, energy efficient lighting replacements (LEDs), Woolfolk Annex structural repairs, additional parking spaces, computer room cooling, hail damage Phase II roofing project, space utilization project/maximizing available space, and energy efficient relighting of the parking garage.

D. RPM Succeeding Leases

1. Requesting Agency: Mississippi Department of Corrections

Lease #: 170-261-23A

Lessor: China Street Investment Company, LLC.

Term: 01/01/2019 through 12/31/2023

Total Yearly Cost: \$12,000

Cost PSF: \$7.19 + Utilities & Janitorial

Previous Cost PSF: \$7.19 + Utilities & Janitorial

Federal Funds: 0%

Square Footage Proposed: 1,668

Previous Square Footage: 1,668

Address of Property: 103 West China Street, Lexington, MS

Purpose of Lease: Lexington Probation and Parole Office

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

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

1. Requesting Agency: Mississippi Department of Environmental Quality

Lease #: 595-251-19B

Lessor: Jarvis Chappell

Term: 01/01/2019 through 12/31/2019

Total Yearly Cost: \$5,800.00

Cost PSF: \$2.50 Inclusive

Previous Cost PSF: \$2.50 Inclusive

Federal Funds: 0%

Square Footage Proposed: 2,320

Previous Square Footage: 2,320

Address of Property: 605 West Fortification Street, Jackson, MS.

Purpose of Lease: To store gas well samples and cores.

Note: This is a one (1) year storage lease with no renewals. This lease is exempt from competitive advertisement under 300.9 (6).

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. Malatesta and unanimously approved by all members present.

2. **Requesting Agency:** Mississippi State Veterans Affairs Board

Lease #: 857-612-19A

Lessor: Storage Choice

Term: 01/01/2019 through 12/31/2019

Total Yearly Cost: \$2,160.00

Cost PSF: \$10.80 Inclusive

Previous Cost PSF: \$10.80 Inclusive

Federal Funds: 0%

Square Footage Proposed: 200

Previous Square Footage: 200

Address of Property: 177 Pruitt Lane, Pearl, MS.

Purpose of Lease: To store IT equipment and personnel records.

Note: This is a one (1) year storage lease with no renewals. This lease is exempt from competitive advertisement under 300.9 (6).

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. Malatesta and unanimously approved by all members present.

F. **RPM Amended Leases**

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

Lease #: 725-531-39C

Lessor: Allred Investments, LLC.

Term: 07/01/2019 through 06/30/2039

Total Yearly Cost: \$92,190.00

Cost PSF: \$14.00 + Utilities & Janitorial

Previous Cost PSF: \$14.00 + Utilities & Janitorial

Federal Funds: 80%

Square Footage Proposed: 6,585

Previous Square Footage: 5,585

Address of Property: 313 Industrial Park Drive, Starkville, MS.

Purpose of Lease: This amendment is to add space to an existing lease in Starkville for the consolidation and closure of the Columbus facility.

Note: The Starkville lease was approved by PPRB on October 3rd, 2018. It is a 20 year base 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 amendment.

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

2. **Requesting Agency:** East Mississippi State Hospital

Lease #: 531-351-19A

Lessor: Mississippi Plantation Services, LLC

Term: 01/07/2019 through 07/07/2019

Total Yearly Cost: \$9,600.00

Cost PSF: \$5.56 + Utilities & Janitorial

Previous Cost PSF: \$5.56 + Utilities & Janitorial

Federal Funds: 0%

Square Footage Proposed: 1,727

Previous Square Footage: 1,727

Address of Property: 730 Main Avenue, DeKalb, MS.

Purpose of Lease: This amendment is to add additional time for the completion of a new building that will house the Community Services Division based in DeKalb. The extension of this lease by six (6) months should give enough time for the completion.

Note: This is a six (6) months extension to an existing 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 amendment.

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.

3. **Requesting Agency:** Mississippi Department of Banking and Consumer Finance

Lease #: 090-251-24A-R

Lessor: Moore Limited Family Partnership

Term: 01/01/2019 through 08/31/2024

Total Yearly Cost: \$175,250.50

Cost PSF: \$12.50 Inclusive

Previous Yearly Cost: \$171,712.50

Previous Cost PSF: \$12.50 Inclusive

Federal Funds: 0%

Square Footage Proposed: 14,020

Previous Square Footage: 13,657

Address of Property: 4780 I-55 North Frontage Road, Jackson, MS.

Purpose of Lease: This amendment is to add space to an existing lease in the current location due to the increase in employees.

Note: This is an increase in space of 363 square feet. The original lease was approved by PPRB on May 5th, 2014 and an amendment was approved by PPRB on November 1, 2017.

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 amendment.

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.

4. **Requesting Agency:** Mississippi Board of Pharmacy

Lease #: 655-251-23A

Lessor: Hertz Jackson Two, LLC

Term: 01/01/2019 through 12/31/2023

Total Yearly Cost: \$120,660.00

Cost PSF: \$15.00 Inclusive

Previous Cost PSF: \$15.00 Inclusive

Federal Funds: 0%

Square Footage Proposed: 8,044

Previous Square Footage: 8,044

Address of Property: 6360 I-55 North, Jackson, MS.

Purpose of Lease: This is the home office of the Mississippi Board of Pharmacy for the State.

Note: This amendment extends the present contract by five (5) years with no renewals. Mississippi Board of Pharmacy asks PPRB for a waiver on the Space Efficiency Allowance because the original contract was executed prior to the regulation taking effect. DFA's Space Efficiency Allowance is 250 square feet per occupant. MBP's current usage is 365 square feet per occupant, which exceeds DFA's recommended allowance.

Note: A clarification was made by Mr. Adams regarding the DFA recommended Space Efficiency Allowance of 250 square feet per occupant vs. the actual 365 square feet per occupant currently used by MBP.

Staff Recommendation: Upon the granting of the waiver for the Space Efficiency Allowance 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 Ms. Malatesta to approve the staff recommendation, with the language clarification of the DFA Space Efficiency Allowance vs. MBP's

current usage. The motion was seconded by Ms. Wray and unanimously approved by all members present.

G. RPM Ratification of Emergency Storage Leases

The Mississippi Department of Human Services requests the ratification by PPRB of the subsequent temporary storage leases used during the emergency situation mentioned in the Emergency Lease Certificate issued on June 12th, 2018. The leases described below indicate the cost of the temporary storage facilities incurred by Mississippi Department of Human Services during the emergency move.

Items V.G.1 through V.G.3 were presented and voted together.

1. **Requesting Agency:** Mississippi Department of Human Services
Lease #: 865-615-19Y
Location: 4600 Lakeland Drive, Flowood, MS. 39232
Lessor: Storage Max Lakeland
Duration: 06/14/2018 through 06/12/2019
Remaining Monthly Cost: \$187.00 Monthly
Purpose of Lease: 6 storage units leased during the emergency and subsequent move to new location.
Note: Total cost expended on the storage units- \$4,305.35. Five units have been vacated and only one unit remains in use; unit 733.

2. **Requesting Agency:** Mississippi Department of Human Services
Lease #: 865-611-19Z
Location: 842 Luckney Road, Brandon, MS. 39047
Lessor: Storage Max Luckney
Duration: 06/14/2018 through 06/12/2019
Remaining Monthly Cost: \$158.00 Monthly
Purpose of Lease: 9 storage units leased during the emergency and subsequent move to new location.
Note: Total cost expended on the storage units- \$3,409.19. Eight units have been vacated and only one unit remains in use; unit 065.

3. **Requesting Agency:** Mississippi Department of Human Services
Lease #: 865-251-19Z
Location: 304 South State Street, Jackson, MS.39201
Lessor: Storage Max Downtown
Duration: 06/14/2018 through 08/15/2018
Remaining Monthly Cost: N/A
Purpose of Lease: 22 storage units leased during the emergency and subsequent move to new location and 0 remain in use.
Note: Total cost expended on the storage units- \$10,409.12.

Staff Recommendation: These requests have been reviewed for compliance and have been determined to comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the ratification of these leases in accordance with 300.9(3).

Action: A motion was made by Mr. Morehead to approve the staff recommendations as presented. The motion was seconded by Mr. Belk.

Action: A motion was made by Mr. Morehead to amend his previous motion to extend the dates to 8/12/2019 on Items V.G.1 and V.G.2. The motion was seconded by Ms. Malatesta and unanimously approved by all members present.

H. RPM Director's Report

Mr. Adams gave no report today.

A ten-minute recess was taken prior to the presentation of Item VI.

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

A. Petitions for Relief from Competitive Sealed Bidding

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

RFx Number: 3180000594

Procurement Request: Request for Proposals

Anticipated Term: July 1, 2019 to June 30, 2020 (4 optional 1 year renewals)

Anticipated Contract Amount: \$1,800,000.00 (initial term)

Summary of Request: The Agency has submitted a Petition for Relief from the use of an Invitation for Bids (IFB) as the procurement method as allowed by Miss. Code Ann. § 31-7-403(4) for the competitive procurement of one single vendor to provide all required testing for over forty genetic conditions/diseases and birth defects specified by the Mississippi Department of Health through Newborn Screening. The Agency contends the use of an Invitation for Bids is neither practicable nor advantageous as the service requires a qualified genetics laboratory with expertise in processing Dried Blood Spot (DBS) cards submitted by birthing hospitals, midwives, and county health departments. The qualified laboratory must be located within the United States and must be capable of testing a minimum of 40,000 specimens per year. According to the Agency, screening by tandem mass spectrometry does not always render clear cut results and this type of screening requires extensive expertise and experience in this type of testing methodology. In previous procurements, selecting a vendor through a Request for Proposals allowed the Agency to evaluate the ability of the vendor to carry out detailed functions based on Mississippi's specific needs. The respondents will be evaluated based on technical, cost and management factors. Technical factors will be weighted at twenty-five percent (25%) or 25 points, cost factors will be weighted at forty percent (40%) or 40 points (with price (relative cost) assigned an individual weight of thirty-five percent (35%) or 35 points), and management factors will be weighted at a combined thirty-five percent (35%) or 35 points).

Staff Recommendation: Granting of the Agency's Petition for Relief from competitive bidding requirements as allowed by Miss. Code Ann. § 31-7-403(4) and approval of the Agency's request to use a Request for Proposals as the procurement method to select one vendor to provide Newborn Genetic Screening.

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

B. Consideration of Contracts for Board Action

Items VI.B.1 through VI.B.10 were presented and voted together.

- 1. Requesting Agency:** Mississippi Department of Human Services
Supplier: Southern Mississippi Planning and Development District
Contract #: 8200042865
Term: 01/01/2019 – 12/31/2021
Total Value: \$1,311,240.00 **New**
\$1,311,240.00

Summary of Request: The term of the contract is three years with two optional one-year renewals. The Contractor will provide adult protective services which include the investigation of abuse, neglect, self-neglect, and reports of exploitation of vulnerable adults residing in private homes as mandated by the Mississippi Vulnerable Persons Act of 1986 (Miss. Code Ann. §§ 43-47-1 – 43-47-39). The Contractor was selected through an RFP with ten respondents and resulted in the award of ten contracts. The RFP allowed for multiple awards to ensure sufficient coverage for the entire State. However, this Contractor will service the following fifteen counties: Covington, Forrest, George, Greene, Hancock, Harrison, Jackson, Jefferson Davis, Jones, Lamar, Marion, Pearl River, Perry, Stone, and Wayne. The Agency's Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4), was approved at the June 6, 2018 PPRB meeting. The contract includes a clause to not exceed \$437,080.00 annually.

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: \$2,185,400.00

- 2. Requesting Agency:** Mississippi Department of Human Services
Supplier: Central Mississippi Planning and Development District
Contract #: 8200042863
Term: 01/01/2019 – 12/31/2021
Total Value: \$846,954.00 **New**
\$846,954.00

Summary of Request: The term of the contract is three years with two optional one-year renewals. The Contractor will provide adult protective services which include the investigation of abuse, neglect, self-neglect, and reports of exploitation of vulnerable adults residing in private homes as mandated by the Mississippi Vulnerable Persons Act of 1986 (Miss. Code Ann. §§ 43-47-1 – 43-47-39). The Contractor was selected through an RFP with ten respondents and resulted in the award of ten contracts. The RFP allowed for multiple awards to ensure sufficient coverage for the entire State. However, this Contractor will service the following seven counties; Copiah, Hinds, Madison, Rankin, Simpson, Warren, and Yazoo. The Agency's Petition for Relief from competitive bidding requirements, as allowed by Miss. Code

Annotated § 31-7-403(4), was approved at the June 6, 2018 PPRB meeting. The contract includes a clause to not exceed \$282,318.00 annually.

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: \$1,411,590.00

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

Supplier: North Delta Planning and Development District

Contract #: 8200042880

Term: 01/01/2019 – 12/31/2021

Total Value: \$406,752.00

New

\$406,752.00

Summary of Request: The term of the contract is three years with two optional one-year renewals. The Contractor will provide adult protective services which include the investigation of abuse, neglect, self-neglect, and reports of exploitation of vulnerable adults residing in private homes as mandated by the Mississippi Vulnerable Persons Act of 1986 (Miss. Code Ann. §§ 43-47-1 – 43-47-39). The Contractor was selected through an RFP with ten respondents and resulted in the award of ten contracts. The RFP allowed for multiple awards to ensure sufficient coverage for the entire State. However, this Contractor will service the following seven counties; Coahoma, Desoto, Panola, Quitman, Tallahatchie, Tate, and Tunica. The Agency's Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4), was approved at the June 6, 2018 PPRB meeting. The contract includes a clause to not exceed \$135,584.00 annually.

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: \$677,920.00

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

Supplier: Three Rivers Planning and Development District

Contract #: 8200042882

Term: 01/01/2019 – 12/31/2021

Total Value: \$377,316.00

New

\$377,316.00

Summary of Request: The term of the contract is three years with two optional one-year renewals. The Contractor will provide adult protective services which include the investigation of abuse, neglect, self-neglect, and reports of exploitation of vulnerable adults residing in private homes as mandated by the Mississippi Vulnerable Persons Act of 1986 (Miss. Code Ann. §§ 43-47-1 – 43-47-39). The Contractor was selected through an RFP with ten respondents and resulted in the award of ten contracts. The RFP allowed for multiple awards to ensure sufficient coverage for the entire State. However, this Contractor will service the following eight counties; Calhoun, Chickasaw, Itawamba, Lafayette, Lee, Monroe, Pontotoc, and Union. The Agency's Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4), was approved at the June 6, 2018 PPRB meeting. The contract includes a clause to not exceed \$125,772.00 annually.

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: \$628,860.00

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

Supplier: East Central Planning and Development District

Contract #: 8200042868

Term: 01/01/2019 – 12/31/2021

Total Value: \$337,176.00

New

\$337,176.00

Summary of Request: The term of the contract is three years with two optional one-year renewals. The Contractor will provide adult protective services which include the investigation of abuse, neglect, self-neglect, and reports of exploitation of vulnerable adults residing in private homes as mandated by the Mississippi Vulnerable Persons Act of 1986 (Miss. Code Ann. §§ 43-47-1 – 43-47-39). The Contractor was selected through an RFP with ten respondents and resulted in the award of ten contracts. The RFP allowed for multiple awards to ensure sufficient coverage for the entire State. However, this Contractor will service the following nine counties; Clarke, Jasper, Kemper, Lauderdale, Leake, Neshoba, Newton, Scott, and Smith. The Agency's Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4), was approved at the June 6, 2018 PPRB meeting. The contract includes a clause to not exceed \$112,392.00 annually.

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: \$561,960.00

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

Supplier: Northeast Mississippi Planning and Development District

Contract #: 8200042867

Term: 01/01/2019 – 12/31/2021

Total Value: \$306,402.00

New

\$306,402.00

Summary of Request: The term of the contract is three years with two optional one-year renewals. The Contractor will provide adult protective services which include the investigation of abuse, neglect, self-neglect, and reports of exploitation of vulnerable adults residing in private homes as mandated by the Mississippi Vulnerable Persons Act of 1986 (Miss. Code Ann. §§ 43-47-1 – 43-47-39). The Contractor was selected through an RFP with ten respondents and resulted in the award of ten contracts. The RFP allowed for multiple awards to ensure sufficient coverage for the entire State. However, this Contractor will service the following six counties; Alcorn, Benton, Marshall, Prentiss, Tippah, and Tishomingo. The Agency's Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4), was approved at the June 6, 2018 PPRB meeting. The contract includes a clause to not exceed \$102,134.00 annually.

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: \$510,670.00

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

Supplier: South Delta Planning and Development District

Contract #: 8200042883

Term: 01/01/2019 – 12/31/2021

Total Value: \$270,276.00

New

\$270,276.00

Summary of Request: The term of the contract is three years with two optional one-year renewals. The Contractor will provide adult protective services which include the investigation of abuse, neglect, self-neglect, and reports of exploitation of vulnerable adults residing in private homes as mandated by the Mississippi Vulnerable Persons Act of 1986 (Miss. Code Ann. §§ 43-47-1 – 43-47-39). The Contractor was selected through an RFP with ten respondents and resulted in the award of ten contracts. The RFP allowed for multiple awards to ensure sufficient coverage for the entire State. However, this Contractor will service the following six counties; Bolivar, Humphreys, Issaquena, Sharkey, Sunflower, and Washington. The Agency's Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4), was approved at the June 6, 2018 PPRB meeting. The contract includes a clause to not exceed \$90,092.00 annually.

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: \$450,460.00

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

Supplier: Golden Triangle Planning and Development District

Contract #: 8200042881

Term: 01/01/2019 – 12/31/2021

Total Value: \$268,938.00

New

\$268,938.00

Summary of Request: The term of the contract is three years with two optional one-year renewals. The Contractor will provide adult protective services which include the investigation of abuse, neglect, self-neglect, and reports of exploitation of vulnerable adults residing in private homes as mandated by the Mississippi Vulnerable Persons Act of 1986 (Miss. Code Ann. §§ 43-47-1 – 43-47-39). The Contractor was selected through an RFP with ten respondents and resulted in the award of ten contracts. The RFP allowed for multiple awards to ensure sufficient coverage for the entire State. However, this Contractor will service the following seven counties; Choctaw, Clay, Lowndes, Noxubee, Oktibbeha, Webster, and Winston. The Agency's Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4), was approved at the June 6, 2018 PPRB meeting. The contract includes a clause to not exceed \$89,646.00 annually.

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: \$448,230.00

9. **Requesting Agency:** Mississippi Department of Human Services
Supplier: Southwest Mississippi Planning and Development District
Contract #: 8200042869
Term: 01/01/2019 – 12/31/2021
Total Value: \$248,868.00

New
\$248,868.00

Summary of Request: The term of the contract is three years with two optional one-year renewals. The Contractor will provide adult protective services which include the investigation of abuse, neglect, self-neglect, and reports of exploitation of vulnerable adults residing in private homes as mandated by the Mississippi Vulnerable Persons Act of 1986 (Miss. Code Ann. §§ 43-47-1 – 43-47-39). The Contractor was selected through an RFP with ten respondents and resulted in the award of ten contracts. The RFP allowed for multiple awards to ensure sufficient coverage for the entire State. However, this Contractor will service the following ten counties; Adams, Amite, Claiborne, Franklin, Jefferson, Lawrence, Lincoln, Pike, Walthall, and Wilkinson. The Agency's Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4), was approved at the June 6, 2018 PPRB meeting. The contract includes a clause to not exceed \$82,956.00 annually.

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: \$414,780.00

10. **Requesting Agency:** Mississippi Department of Human Services
Supplier: North Central Planning and Development District
Contract #: 8200042884
Term: 01/01/2019 – 12/31/2021
Total Value: \$230,136.00

New
\$230,136.00

Summary of Request: The term of the contract is three years with two optional one-year renewals. The Contractor will provide adult protective services which include the investigation of abuse, neglect, self-neglect, and reports of exploitation of vulnerable adults residing in private homes as mandated by the Mississippi Vulnerable Persons Act of 1986 (Miss. Code Ann. §§ 43-47-1 – 43-47-39). The Contractor was selected through an RFP with ten respondents and resulted in the award of ten contracts. The RFP allowed for multiple awards to ensure sufficient coverage for the entire State. However, this Contractor will service the following seven counties; Attala, Carroll, Holmes, Grenada, Leflore, Montgomery, and Yalobusha. The Agency's Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4), was approved at the June 6, 2018 PPRB meeting. The contract includes a clause to not exceed \$76,712.00 annually.

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: \$383,560.00

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.

11. Requesting Agency: Mississippi Division of Medicaid

Supplier: Ascend Management Innovations, LLC

Contract #: 8200022434

Term: 01/01/2016 -12/31/2019

Total Value: \$3,572,759.65

Renewal

\$1,027,160.77

Summary of Request: The original term of the contract was three years with two optional one-year renewals. Amendment One exercises the first optional renewal. The Contractor provides Preadmission Screening and Resident Reviews (hereinafter "PASRR"). The PASRR program is a collaborative effort between the Division of Medicaid and the Department of Mental Health. All persons who apply to or reside in Medicaid certified nursing facilities must have a Level I (preliminary) screening. The Level I screening is conducted by a staff member of the discharging hospital or admitting nursing facility. The Contractor evaluates all Level I reviews to determine if there is an indication of mental illness or intellectual disability/developmental disability. The Contractor conducts all Level II screenings for individuals referred from Level I. The Level II screening determines the appropriateness of nursing facility placement. The Contractor was originally selected through an RFP. The cost per assessments remains at \$38.50 for Level I and \$502.27 for Level II. Amendment One decreased the estimated volume of Level I assessments from 4,890 to 3,836 and increased Level II assessments from 1,262 to 1,751 to adjust the number of screenings to more accurately reflect changes in the Medicaid population subject to these screenings as allowed in the RFP. It also updates the Entire Agreement, Period of Performance, Cost for Services, E-Payment, Procurement Regulations, Stop Work Order, Termination for Default, Termination for Convenience, Termination Upon Bankruptcy, Availability of Funds, Applicable Law, Risk Management, E-Verification, Representation Regarding Gratuities, Representation Regarding Contingency Fees, Transparency, Modifications, and Performance Standards, Actual Damages, Liquidated Damages, and Retainage clauses; and adds the Approval, Compliance with Laws, 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: \$4,300,681.68

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.

12. Requesting Agency: Mississippi Department of Marine Resources

Supplier: J.E. Borries, Inc.

Contract #: 8200042745

Term: 12/06/2018 – 12/05/2019

Total Value: \$225,000.00

New

\$225,000.00

Summary of Request: The term of the contract is one year with one optional one-year renewal. The Contractor will provide personnel, vessels and/or barges, equipment and machinery for the transfer of oysters as directed by MDMR from unfavorable growing waters to waters more conducive for oyster growth. The Contractor was selected through an IFB with one respondent. The daily rate for barge use is \$15,000.00. Proof of the vendor's required updated workers' compensation insurance certificate must be received from the Agency prior to processing the contract.

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 receipt of the required updated workers' compensation insurance certification.

Projected Budget for Life of the Contract: \$450,000.00

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

Items VI.B.13 through VI.B.15 were presented and voted together.

13. Requesting Agency: Mississippi Division of Medicaid

Supplier: UnitedHealthcare of Mississippi, Inc.

Contract #: 8200041776

Term: 07/01/2017 – 06/30/2020

Total Value: \$718,870,179.00

Modification

\$0.00

Summary of Request: Amendment Three has been submitted to update Section 13.A.9, Capitation Rates, to reflect the application of the 5% provider assessment by the Coordinated Care Organization (hereinafter "CCO") for certain non-facility services, which establishes the CCO capitation rates per member per month (hereinafter "PMPM") varying by region and Rate Cell for The Mississippi Coordinated Access Network (hereinafter "MississippiCAN"), based on October 22, 2018 actuarial report. Mississippi Code Title 43-13-117(B) states, "Notwithstanding any other provision of this article to the contrary, the division shall reduce the rate of reimbursement to providers for any service provided under this section by five percent (5%) of the allowed amount for that service." The estimated cost of MississippiCAN has been decreased from \$2,144,273,540.00 to \$2,127,725,676.00 for all three contracts collectively. The adjustment was calculated separately by Rate Cell (SSI/Disabled, Foster Care, Breast and Cervical Cancer, SSI/Disabled Newborn, MA Adults, Pregnant Women, Newborns,

Delivery Kick Payment, MA Children, Quasi-CHIP Children, and Serious Emotional Disturbance (SED)) reflecting the mix of services and the applicability of the 5% provider assessment specific to the given population. While the provider assessment provision is not new, it was not applied to MississippiCAN provider reimbursement for all applicable services by the CCO previously. The MississippiCAN contracts are paid via a medical claims process through DOM's fiscal agent. DOM will pay the contracts PMPM capitation payment to cover the services provided. DOM calculates state-set rates by rate category on a statewide basis with area adjustment based on an enrolled member's county of residence. DOM retained Milliman, an independent actuarial and consulting firm, to calculate, document, and certify its capitation rate development. Additionally, capitation rates will be recertified after actual membership is known. The Agency contends CMS will not review or approve any contracts or modifications from DOM unless they are submitted fully executed. Therefore, DOM must receive PPRB approval prior to submitting the executed contracts or modifications to CMS.

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 retroactive approval of the contract modification as requested.

Projected Budget for Life of the Contract: \$1,198,116,965.00

14. Requesting Agency: Mississippi Division of Medicaid

Supplier: Magnolia Health Plan, Inc.

Contract #: 8200041775

Term: 07/01/2017 – 06/30/2020

Modification

Total Value: \$718,870,179.00

\$0.00

Summary of Request: Amendment Three has been submitted to update Section 13.A.9, Capitation Rates, to reflect the application of the 5% provider assessment by the Coordinated Care Organization (hereinafter "CCO") for certain non-facility services, which establishes the CCO capitation rates per member per month (hereinafter "PMPM") varying by region and Rate Cell for The Mississippi Coordinated Access Network (hereinafter "MississippiCAN"), based on October 22, 2018 actuarial report. Mississippi Code Title 43-13-117(B) states, "*Notwithstanding any other provision of this article to the contrary, the division shall reduce the rate of reimbursement to providers for any service provided under this section by five percent (5%) of the allowed amount for that service.*" The estimated cost of MississippiCAN has been decreased from \$2,144,273,540.00 to \$2,127,725,676.00 for all three contracts collectively. The adjustment was calculated separately by Rate Cell (SSI/Disabled, Foster Care, Breast and Cervical Cancer, SSI/Disabled Newborn, MA Adults, Pregnant Women, Newborns, Delivery Kick Payment, MA Children, Quasi-CHIP Children, and Serious Emotional Disturbance (SED)) reflecting the mix of services and the applicability of the 5% provider assessment specific to the given population. While the provider assessment provision is not new, it was not applied to MississippiCAN provider reimbursement for all applicable services by the CCO previously. The MississippiCAN contracts are paid via a medical claims process through DOM's fiscal agent. DOM will pay the contracts PMPM capitation payment to cover the services provided. DOM calculates state-set rates by rate category on a statewide basis with area adjustment based on an enrolled member's county of residence. DOM retained Milliman, an independent actuarial and consulting firm, to calculate, document, and certify its capitation rate development. Additionally, capitation rates will be recertified after actual membership is known. The Agency contends CMS will not review or approve any contracts or

modifications from DOM unless they are submitted fully executed. Therefore, DOM must receive PPRB approval prior to submitting the executed contracts or modifications to CMS.

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 retroactive approval of the contract modification as requested.

Projected Budget for Life of the Contract: \$1,198,116,965.00

15. Requesting Agency: Mississippi Division of Medicaid

Supplier: Molina Healthcare of Mississippi, Inc.

Contract #: 8200041827

Term: 07/01/2017 – 06/30/2020

Total Value: \$718,870,179.00

Modification

\$0.00

Summary of Request: Amendment Three has been submitted to update Section 13.A.9, Capitation Rates, to reflect the application of the 5% provider assessment by the Coordinated Care Organization (hereinafter “CCO”) for certain non-facility services, which establishes the CCO capitation rates per member per month (hereinafter “PMPM”) varying by region and Rate Cell for The Mississippi Coordinated Access Network (hereinafter “MississippiCAN”), based on October 22, 2018 actuarial report. Mississippi Code Title 43-13-117(B) states, “*Notwithstanding any other provision of this article to the contrary, the division shall reduce the rate of reimbursement to providers for any service provided under this section by five percent (5%) of the allowed amount for that service.*” The estimated cost of MississippiCAN has been decreased from \$2,144,273,540.00 to \$2,127,725,676.00 for all three contracts collectively. The adjustment was calculated separately by Rate Cell (SSI/Disabled, Foster Care, Breast and Cervical Cancer, SSI/Disabled Newborn, MA Adults, Pregnant Women, Newborns, Delivery Kick Payment, MA Children, Quasi-CHIP Children, and Serious Emotional Disturbance (SED)) reflecting the mix of services and the applicability of the 5% provider assessment specific to the given population. While the provider assessment provision is not new, it was not applied to MississippiCAN provider reimbursement for all applicable services by the CCO previously. The MississippiCAN contracts are paid via a medical claims process through DOM’s fiscal agent. DOM will pay the contracts PMPM capitation payment to cover the services provided. DOM calculates state-set rates by rate category on a statewide basis with area adjustment based on an enrolled member’s county of residence. DOM retained Milliman, an independent actuarial and consulting firm, to calculate, document, and certify its capitation rate development. Additionally, capitation rates will be recertified after actual membership is known. The Agency contends CMS will not review or approve any contracts or modifications from DOM unless they are submitted fully executed. Therefore, DOM must receive PPRB approval prior to submitting the executed contracts or modifications to CMS.

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 retroactive approval of the contract modification as requested.

Projected Budget for Life of the Contract: \$1,198,116,965.00

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

16. Requesting Agency: Mississippi Fair Commission

Supplier: Waste Management of Mississippi, Inc.

Contract #: 8200042991

Term: 12/05/2018 – 12/04/2022

Total Value: \$797,120.04

**New
\$797,120.04**

Summary of Request: The term of the contract is four years with a one-year optional renewal. The Contractor will collect all solid waste from the fairgrounds and dispose of it in a landfill, recycle facility or other waste disposal. The unit prices are listed in the "Fees" section of the contract. The Contractor was selected through an RFP with two respondents. One respondent was rejected and not considered based on late submission. There was one protest filed regarding the procurement: Republic Services, Inc. filed a protest to the contract award dated October 1, 2018. On October 15, 2018, the Mississippi Fair Commission responded and determined the protest had no merit. Pursuant to PPRB OPSCR Rules and Regulations, Republic Services, Inc. had until October 22, 2018 to file an appeal with PPRB if they were unsatisfied with the Mississippi Fair Commission protest decision. Although the required statement regarding discussions was not directly included in the RFP, it was included by reference and thus met the requirements set forth in H.B. 1109 (Regular Session 2017). As only two vendors have consistently responded to this RFP and both vendors' proposals contained reference to potential discussions, OPSCR does not have concerns regarding competition, fairness, and transparency of the procurement.

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: \$996,400.00

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.

17. Requesting Agency: Mississippi Department of Environmental Quality

Supplier: EMC, Inc.

Contract #: 8200025975

Term: 07/22/2016 – 07/21/2020

Total Value: \$2,484,888.69

**Modification/Renewal
\$585,613.69**

Summary of Request: The original term of the contract was three years with two optional one-year renewals. Modification Three exercises the first optional renewal and retroactively changes the start date from August 1, 2016 to July 22, 2016. The original contract was approved prior to July 22, 2016 and the contract was actually executed and entered into July 22, 2016. The Contractor provides benthic habitat mapping related to the Oyster Restoration and Management Project. The purpose of this project is to collect physical data for potential and existing oyster reef locations throughout the Mississippi Sound and adjoining bays and

estuaries. The Contractor was originally selected through an RFP. The original contract was approved at the July 19, 2016 PSCR meeting; while Modification One was approved at the November 14, 2017 PSCR meeting; and Modification Two was approved at the October 3, 2018 PPRB meeting. The unit price is paid according to the hourly rates provided in Exhibit C, Rate Schedule, with a federal mileage rate of \$0.54 per mile. Modification Three updates the Consideration, Period of Performance, and Approval 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 modification and renewal as requested.

Projected Budget for Life of the Contract: \$3,070,502.38

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

18. **Requesting Agency:** Department of Mental Health

Supplier: CONTACT the Crisis Line

Contract #: 8200042803

Term: 01/01/2019 – 12/31/2019

Total Value: \$168,767.00

New

\$168,767.00

Summary of Request: The term of the contract is one year with four optional one-year renewals. The Contractor will provide certified crisis telephone services for the Mississippi Department of Mental Health After Hours Helpline and the National Suicide Prevention Lifeline Network to individuals in suicidal crisis or emotional distress. The Contractor was selected through an IFB with two respondents, of which one was rejected based on late submission. The Agency requests an exception to Appendix D of the PPRB OPSCR Rules and Regulations for failure to include the required Acknowledgement of Amendment clause in the IFB. There were no amendments issued; therefore, 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 the exception to Appendix D, will comply with OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract as requested.

Projected Budget for Life of the Contract: \$846,835.00

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.

19. **Requesting Agency:** DMH – Ellisville State School

Supplier: Waste Services of Hattiesburg, LLC d/b/a SanTek Waste Services LLC

Contract #: 8200037404

Term: 02/01/2016 – 01/31/2020

Renewal

Total Value: \$192,965.51

\$81,632.16

Summary of Request: The original term of the contract was one year with four optional one-year renewals. Amendment Four exercises the third optional renewal allowed by the original contract. The Contractor provides a pick-up and disposal system of all solid waste. The Contractor was originally selected through an RFP. Amendment Four increases the Ellisville State School Campus dump rate per pull from \$80.00 to \$120.00 per 30/40 cu. yard; land fill fee from \$7.00 to \$10.00 per cu. yard; removes services to five locations; updates the Contract Term, Consideration, Procurement Regulations, Stop Work Order, Representation Regarding Gratuities, E-Payment, Price Adjustment, and Entire Agreement clauses; and adds the Approval clause. The original contract allowed for changes in the scope of services performed by the Contractor, and comparable compensation adjustments. All other terms and conditions of the original contract remain the same. 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 December 20, 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 renewal as requested contingent upon proof of regulatory board approval.

Projected Budget for Life of the Contract: \$274,597.67

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.

Items VI.B.20 and VI.B.21 were presented and voted together.

20. Requesting Agency: Mississippi Department of Education

Supplier: Questar Assessment, Inc.

Contract #: 8200019248

Term: 09/16/2015 – 06/30/2019

Modification

Total Value: \$9,599,598.00

\$0.00

Summary of Request: The term of the contract remains four years with six optional one-year renewals. Section 27-104-7(2)(l) of the Mississippi Code Annotated allows the State Board of Education to enter into contractual agreements for student assessment for a period up to ten years. Modification Four has been submitted to revise the following Modification Three clauses and attachments: updates the Priority clause and modifies the Liquidated Damages clause and Liquidated Damages Rubric (Attachment 19). All other terms and conditions of the original contract will remain the same. The Contractor administers the alternate assessments for students with Significant Cognitive Disabilities (hereinafter "SCD"), which is known as the Mississippi Academic Assessment Program - Alternate for English Language Arts and Mathematics, Grades 3 through 8; Science, Grades 5 and 8; and High School Algebra I, English II, and Biology I. The Agency is required to provide a custom alternate assessment based on alternative academic achievement standards for students with SCD, who by nature of their disability cannot access the general education standards pursuant to the Individuals with Disabilities Education Act, Section 300.160.C, and the Elementary and Secondary Education Act. The Contractor was originally selected through an RFP.

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: \$17,615,373.00

21. Requesting Agency: Mississippi Department of Education

Supplier: Questar Assessment, Inc.

Contract #: 8200018500

Term: 07/01/2015 – 06/30/2019

Total Value: \$43,360,976.60

Modification

\$0.00

Summary of Request: The term of the contract remains four years with six optional one-year renewals. Section 27-104-7(2)(l) of the Mississippi Code Annotated allows the State Board of Education to enter into contractual agreements for student assessment for a period up to ten years. Modification Four has been submitted to revise the following Modification Three clauses and attachments: updates the Priority clause and modifies the Liquidated Damages clause and Liquidated Damages Rubric (Attachment 21). All other terms and conditions of the original contract remain the same. The Contractor provides programmatic, technical, and psychometric activities for the ELA and Mathematics Grades 3 through 8 Assessments, End of Course Assessments in Algebra I and English II, and cost options for the Geometry and Algebra II Assessments, which are aligned with the 2016 Mississippi College and Career Readiness Standards for ELA and Mathematics. The services provided include the design and management of assessment programs, development of new items (questions) and forms (tests). The Contractor is responsible for the on-line delivery of tests as well as processing, scoring, and reporting of tests. The Contractor also offers re-testing opportunities for students who do not receive a passing score. The Contractor was originally selected through an RFP.

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: \$133,717,267.00

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

Items VI.B.22 and VI.B.23 were presented and voted together.

22. Requesting Agency: Mississippi Department of Corrections

Supplier: New Way Mississippi, Inc.

Contract #: 8200022161

Term: 01/01/2016 – 03/31/2019

Total Value: \$1,177,240.00

Renewal

(\$1,012,760.00)

Summary of Request: The original term of the contract remains three years with two optional one-year renewals. Amendment One exercises the first optional one-year renewal for a three-month period. The Contractor provides transitional housing for individuals released from the

care and custody of MDOC. The transitional housing program includes alcohol and drug counseling and assists ex-offenders with re-entering society. Each ex-offender's stay is between four month and six months. However, the Contractor aggressively assists residents to secure employment and move to a more permanent housing location. The maximum number of housed ex-offenders cannot exceed one hundred, consisting of seventy-five male and twenty-five female residents. The Contractor has nine housing locations in Jackson and one location in McComb. The rate remains \$20.00 per day per ex-offender, but no more than \$620.00 per month per resident. Although incorrectly labeled an IFB, the Contractor was originally selected through an RFP (subjective criteria was used), which resulted in the award of two contracts as a result of the need. The original contract was approved at the December 15, 2015 PSCRB meeting. Amendment One updates the Procurement Regulations, E-Payment, Representation Regarding Gratuities, and Approval 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 as requested.

Projected Budget for Life of the Contract: \$3,650,000.00

23. Requesting Agency: Mississippi Department of Corrections

Supplier: Crossroads Outreach Ministries, Inc.

Contract #: 8200022162

Term: 01/01/2016 – 03/31/2019

Total Value: \$336,880.00

**Renewal
(\$101,120.00)**

Summary of Request: The original term of the contract remains three years with two optional one-year renewals. Amendment One exercises the first optional one-year renewal for a three-month period. The Contractor provides transitional housing for individuals released from the care and custody of MDOC. The transitional housing program includes alcohol and drug counseling and assists ex-offenders with re-entering society. Each ex-offender's stay is between four month and six months. However, the Contractor aggressively assists residents to secure employment and move to a more permanent housing location. The maximum number of housed ex-offenders cannot exceed twenty female residents located in Canton. The rate remains \$20.00 per day per ex-offender, but no more than \$620.00 per month per resident. Although incorrectly labeled an IFB, the Contractor was originally selected through an RFP (subjective criteria was used), which resulted in the award of two contracts as a result of the need. The original contract was approved at the December 15, 2015 PSCRB meeting. Amendment One updates the Procurement Regulations, E-Payment, Representation Regarding Gratuities, and Approval 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 as requested.

Projected Budget for Life of the Contract: \$730,000.00

Action: A motion was made by Ms. Wray to approve the staff recommendations 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 Agency: Mississippi Department of Child Protection Services

Supplier: Methodist Children's Home of Mississippi, Inc.

Contract #: 8200042239*

Term: 10/01/2018 – 06/30/2019

Total Value: 1,089,876.00

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child's permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Therapeutic Group Home Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4). *This contract number was inadvertently used to input two separate contracts, the agency has been advised to split the contracts and enter one as a new contract with a new contract number.

2. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Methodist Children's Home of Mississippi, Inc.

Contract #: 8200042239*

Term: 10/01/2018 – 06/30/2019

Total Value: \$2,874,220.00

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child's permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical

Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Therapeutic Foster Care Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4). *This contract number was inadvertently used to input two separate contracts, the agency has been advised to split the contracts and enter one as a new contract with a new contract number.

3. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Rehabilitation Center, Inc. d/b/a Millcreek of Pontotoc

Contract #: 8200042252

Term: 10/01/2018 – 06/30/2019

Total Value: \$2,723,175.00

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child's permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Therapeutic Group Home Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

4. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Apelah, Inc.

Contract #: 8200042232

Term: 10/01/2018 – 06/30/2019

Total Value: \$2,719,863.00

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child's permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide

Therapeutic Foster Care Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7- 13.

5. **DCPS Agency:** Mississippi Department of Child Protection Services

Supplier: Southern Christian Services for Children & Youth

Contract #: 8200042234*

Term: 10/01/2018 – 06/30/2019

Total Value: \$1,904,693.00

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child's permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Therapeutic Group Home Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4). *This contract number was inadvertently used to input two separate contracts, the agency has been advised to split the contracts and enter one as a new contract with a new contract number.

6. **DCPS Agency:** Mississippi Department of Child Protection Services

Supplier: Southern Christian Services for Children & Youth

Contract #: 8200042234*

Term: 10/01/2018 – 06/30/2019

Total Value: \$764,400.00

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child's permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Therapeutic Foster Care Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4). *This contract number was inadvertently used to input two separate contracts, the agency has been advised to split the contracts and enter one as a new contract with a new contract number.

7. **DCPS Agency:** Mississippi Department of Child Protection Services

Supplier: Rehabilitation Centers, Inc. d/b/a Millcreek

Contract #: 8200042251

Term: 10/01/2018 – 06/30/2019

Total Value: \$1,446,570.06

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child's permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Therapeutic Group Home Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

8. **DCPS Agency:** Mississippi Department of Child Protection Services

Supplier: Hope Village for Children

Contract #: 8200042240

Term: 10/01/2018 – 06/30/2019

Total Value: \$1,327,533.00

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child's permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Therapeutic Group Home Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

9. **DCPS Agency:** Mississippi Department of Child Protection Services

Supplier: Catholic Charities, Inc.

Contract #: 8200042228

Term: 10/01/2018 – 06/30/2019

Total Value: \$867,059.00

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child's

permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Group Home Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

10. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Christians in Action, Inc.

Contract #: 8200042235

Term: 10/01/2018 – 06/30/2019

Total Value: \$481,801.32

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services as a short-term interim placement resource in a 45-day maximum period in accordance with the “2nd Modified Mississippi Settlement Agreement and Reform Plan”. The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Emergency Shelter Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

11. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Faith Haven, Inc.

Contract #: 8200042250

Term: 10/01/2018 – 06/30/2019

Total Value: \$481,801.32

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services as a short-term interim placement resource in a 45-day maximum period in accordance with the “2nd Modified Mississippi Settlement Agreement and Reform Plan”. The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Emergency Shelter Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

12. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Hope Village for Children

Contract #: 8200042241

Term: 10/01/2018 – 06/30/2019

Total Value: \$481,801.32

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services as a short-term interim placement resource in a 45-day maximum period in accordance with the “2nd Modified Mississippi Settlement Agreement and Reform Plan”. The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Emergency Shelter Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

13. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Mississippi Children’s Home Society Cares Center, Inc.

Contract #: 8200042237

Term: 10/01/2018 – 06/30/2019

Total Value: \$449,109.57

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child’s permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Therapeutic Foster Care Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

14. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Hancock County Human Resources

Contract #: 8200042242

Term: 10/01/2018 – 06/30/2019

Total Value: \$401,501.10

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services as a short-term interim placement resource in a 45-day maximum period in accordance with the “2nd Modified Mississippi Settlement Agreement and Reform Plan”. The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Emergency Shelter Services. The agency was not

required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

15. **DCPS Agency:** Mississippi Department of Child Protection Services

Supplier: Mississippi Children's Home Society Cares Center, Inc.

Contract #: 8200042231

Term: 10/01/2018 – 06/30/2019

Total Value: \$401,501.10

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services as a short-term interim placement resource in a 45-day maximum period in accordance with the "2nd Modified Mississippi Settlement Agreement and Reform Plan". The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Emergency Shelter Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

16. **DCPS Agency:** Mississippi Department of Child Protection Services

Supplier: Sally Kate Winters Family Services

Contract #: 8200042253

Term: 10/01/2018 – 06/30/2019

Total Value: \$322,377.00

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services as a short-term interim placement resource in a 45-day maximum period in accordance with the "2nd Modified Mississippi Settlement Agreement and Reform Plan". The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Emergency Shelter Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

17. **DCPS Agency:** Mississippi Department of Child Protection Services

Supplier: Sunnybrook Children's Home, Inc.

Contract #: 8200042230

Term: 10/01/2018 – 06/30/2019

Total Value: \$232,966.80

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child's permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical

Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Group Home Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

18. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: The Berean Children's Home, Inc.

Contract #: 8200042233

Term: 10/01/2018 – 06/30/2019

Total Value: \$225,907.20

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child's permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

Note: Ms. Martin presented these contracts to the board. In her presentation she noted several important issues with the procurement of these contracts and the fact that they were all submitted to OPSCR after execution. The procurement issues include; the agency failed to conduct blind scoring of both the cost and technical phase of the evaluation, the agency should have issued a Request for Qualifications instead of a Request for Proposals because the "cost per bed" was set by the agency, the agency failed to provide a valid reason why Greater Love Fellowship was rejected and did not receive a contract, and the agency failed to provide an explanation of the budget for each contract which should have been based on Attachment G, a required document for each proposal. Ms. Martin further explained the agency intends to properly repro cure each of these contracts before June 30, 2019.

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 G**.

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.

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

E. OPSCR Staff Approvals Reported to the Board

The list of staff approvals for OPSCR reported to the Board for the month of November is attached to these Minutes as **Attachment I**.

F. OPSCR Director's Report

Ms. Martin discussed upcoming OPSCR training classes.

VII. Proposed Dates for 2019 Meetings and Submission Deadlines

Future Meeting Dates

Wednesday, January 9, 2019
Wednesday, February 6, 2019
Wednesday, March 6, 2019
Wednesday, April 3, 2019
Wednesday, May 1, 2019
Wednesday, June 5, 2019
Wednesday, July 10, 2019
Wednesday, August 7, 2019
Wednesday, September 4, 2019
Wednesday, October 2, 2019
Wednesday, November 6, 2019
Wednesday, December 4, 2019

Future Submission Deadlines

Wednesday, December 5, 2019 (Wednesday, January 9, 2019)
Wednesday, January 9, 2019 (Wednesday, February 6, 2019)
Wednesday, February 6, 2019 (Wednesday, March 6, 2019)
Wednesday, March 6, 2019 (Wednesday, April 3, 2019)
Wednesday, April 3, 2019 (Wednesday, May 1, 2019)
Wednesday, May 1, 2019 (Wednesday, June 5, 2019)
Wednesday, June 5, 2019 (Wednesday, July 10, 2019)
Wednesday, July 10, 2019 (Wednesday, August 7, 2019)
Wednesday, August 7, 2019 (Wednesday, September 4, 2019)

Wednesday, September 4, 2019 (Wednesday, October 2, 2019)
Wednesday, October 2, 2019 (Wednesday, November 6, 2019)
Wednesday, November 6, 2019 (Wednesday, December 4, 2019)
Wednesday, December 4, 2019 (January 2020)

Note: The January and July meeting dates have been moved to the second Wednesday of those months.

Staff Recommendation: Adoption of the proposed dates and authorization of posting on PPRB website.

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.

VIII. Consideration of Protest Appeals

- a. Appeal By Evoqua Water Technologies LLC
- b. Appeal By Ovivo USA, LLC
- c. Response to Appeals By West Rankin Utility Authority

Staff Recommendation: Upon review of the protests and in consultation with the Attorney General's Office, we recommend dismissal of the protests on the grounds that the PPRB has no appellate purview over protests of procurements made by governing authorities. Accordingly, we recommend authorizing the Attorney General to inform the Appellants of the Board's dismissal in writing.

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.

The Protest Appeals are attached to these Minutes as **Attachment J**.

IX. Annual Report to Legislature

Miss. Code Ann. § 31-7-407(4) requires the DFA to monitor agency websites and the Mississippi Procurement Portal to ensure that agencies are posting notice of pending procurements through Requests for Proposals or Requests for Qualifications and to report its findings to the Chairs of the House of Representatives and Senate Accountability, Efficiency and Transparency Committees and House of Representatives and Senate Appropriations Committees by December 31 of each year.

Staff Recommendation: Authorization of filing of the Report as proposed.

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.

The Annual Report to the Legislature is attached to these Minutes as **Attachment K**.

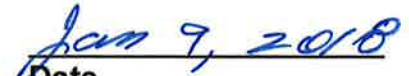
X. Adjournment

Action: A motion was made by Ms. Malatesta 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 9th of January, 2019.



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, December 5, 2018, 9:00 a.m. in
Room 145 Conference Room
Woolfolk State Office Building



PUBLIC PROCUREMENT REVIEW BOARD

Regular Meeting

Wednesday, December 5, 2018

9:00 a.m.

PPRB STAFF ATTENDANCE SHEET

NAME AND TITLE

AGENCY/COMPANY

(Please write legibly)

| | |
|----------------------|----------------|
| Aubrey Leigh Goodwin | DFA |
| Ross Campbell | DFA |
| Paula DeYoung | DFA |
| Kent Adams | DFA |
| Alicia Coleman | DFA / OPSCR |
| Clay Chastain | DFA / OIT |
| Calvin Sibley | BoB |
| Catarina Martin | OPSCR |
| Tenebra Walton | OPSCR |
| Lashonda Washington | OPSCR |
| Victoria James | OPSCR |
| Vergenia Coleman | OPSCR |
| Billy Beard | DFA - OPTFM |
| Damona Jones | DFA - OPTFM |
| Keqina Brown | OFA - OPTFM |
| Yolanda Thurman | DFA - OPTFM |
| Aike Cook | DFA OPTFM |
| JAMES BRABSON | DFA - OPTFM |
| Chandra Thompson | DFA - OPSCR |
| Liz DeRouen | DFA - Recorder |

NAME AND TITLE

AGENCY/COMPANY

(Please write legibly)

| | |
|---------------------|--------------|
| Symon [Signature] | DEA OPT-FM |
| [Signature] | DEA OPT-FM |
| Glenn R. Kornbrek | DEA |
| Tim Sartin | DEA - OPT-FM |
| Jeremy Holmes | DEA - OASCR |
| Komarine Nichols | AG - DEA |
| Edward Wiggins, Jr. | AG - DFM |



PUBLIC PROCUREMENT REVIEW BOARD

Regular Meeting

Wednesday, December 5, 2018
9:00 a.m.

GUEST ATTENDANCE SHEET

NAME AND TITLE

AGENCY/COMPANY

(Please write legibly)

| | |
|---|-----------------|
| Paul C. Parrish, Dir. Dir. Env. Geo | MDEQ |
| Hardy Crunk, Purchase Clerk, Madison County | |
| Richard Rogers, Dir. Adm. + Fin | DBCF |
| Shynef Joubert | SVAB |
| Mathew Johnson | POM |
| Monique Corley | MDE |
| Jackie Sampson | " |
| Bob Groves | Fair Commission |
| Anita Evans | MSDH |
| Tommy Browning | MARS |
| SHANNON Chesney | MARS |
| Diane Hargrove | MSDH |
| Dell Lemley | DOC |
| Brian Lewis | MARS |
| Lergh Washington | MDCPS |
| Harri VanBuskirk | MDOT |
| NICK WALTERS | MDOT |
| Kimberly LaBranche | MDOT |
| Greg Hissink | Madison County |
| Aveteka Moore | MDEQ |
| Jennifer Dohm | MSDH |

NAME AND TITLE

AGENCY/COMPANY

(Please write legibly)

| | |
|---------------------------|-------------------|
| Britney Thompson | DOM |
| Lori Cephus | MS Fair Comm |
| Danielle Ashley | Jones County |
| Danielle Chasity Gray | Jones County |
| Sryan Wardlaw | MDHS |
| Chip Butler | MDHS |
| Sherry Johnson | MDHS |
| Mitchelle Smith | ITS |
| Mark Leiken | DOM |
| Steve Parker | BOP |
| Matthew Dry | PEER |
| John Nally | MSDH |
| Robert L. En | MDAH |
| Cindy Gardner | MDAH |
| Joey Roberts | MDAH |
| Timothy Sarris | MDAH |
| Laura Potter, Rankine Co. | Rankine County |
| Bijette Deming | DNH |
| Joni Johnson | Capital Resources |
| Evefin Johnson | MOEQ |
| Melanie Green | MSDH |
| Alyce Stout | DOT |
| Jerry Ashby | DFA-001 |
| Lynn Mullen | Corrections |



MEETING AGENDA
Wednesday, December 5, 2018
9:00 a.m.

- I. **Call to Order**
- II. **Approval of Minutes from November 7, 2018 Public Procurement Review Board Meeting**
- III. **Approval of per diem and expenses for the December 5, 2018 meeting and for any additional expenses incurred prior to the January 2019 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:** Jones County
Supplier: Unknown
Term: Unknown
Commodities: Bituminous Materials (hot & cold mix and other mixtures), slurry seal, and striping
Total Value: Estimated \$750,000.00 (Bituminous material \$200,000.00, slurry seal \$500,000.00, striping \$50,000.00)
Summary of Request: Jones County has requested an exemption from using the Reverse Auction process for the purchase of various commodities. Reverse auction has been used by the County for these procurements but resulted in little competition with an inflation in prices. The County feels that 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 provided, OPTFM recommends approval of the exemption and the use of competitive sealed bidding for the procurement.
 - ii. **Requesting Governing Authority:** Tippah County
Supplier: Unknown
Term: Unknown
Commodities: Aggregate material, cold mix emulsion, and CRS-2

Total Value: Estimated \$150,000.00 (aggregate material \$50,000.00, cold mix \$50,000.00, CRS-2 \$50,000.00)

Summary of Request: Tippah County has requested an exemption from using the Reverse Auction process for the purchase of various commodities. Reverse auction has been used by the County for these procurements but resulted in little competition with an inflation in prices. The County also wishes to award to alternate vendors. The County feels that 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 provided, OPTFM recommends approval of the exemption and the use of competitive sealed bidding for the procurement.

iii. **Requesting Governing Authority:** Chickasaw County

Supplier: Unknown

Term: Unknown

Commodities: CRS-2, #7 stone, crusher run, rip rap, and culverts

Total Value: Estimated \$205,000.00 (CRS-2 \$65,000.00, stone \$75,000.00, culverts \$65,000.00)

Summary of Request: Chickasaw County has requested a reverse exemption from using the Reverse Auction process for the purchase of various commodities. They are requesting an exemption because they make multiple awards for these commodities. The County feels that 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 provided, OPTFM recommends approval of the exemption and the use of competitive sealed bidding for the procurement.

iv. **Requesting Governing Authority:** Madison County

Supplier: Unknown

Term: Unknown

Commodities: Various crushed limestone products and fill dirt

Total Value: Estimated \$350,000.00

Summary of Request: Madison County has requested an exemption from using the Reverse Auction process for the purchase of various commodities. They are requesting an exemption because in previous Reverse Auctions they had no participation. The County feels that the competitive sealed bid 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 provided, OPTFM recommends approval of the exemption and the use of competitive sealed bidding for the procurement.

2. State Agencies

i. **Requesting Agency:** Mississippi State Department of Health (MSDH)

Supplier: Unknown-N/A

Contract #: 3180000591

Term: One (1) Year (01/01/2019 – 12/31/2019)

Total Value: Unknown

Summary of Request: MSDH has submitted an exemption request from the Reverse Auction process for the Supplemental Nutrition Program for Women, Infants and Children (WIC) Infant Formula Rebate Program. MSDH is requesting the exemption because the federal guidelines require MSDH to solicit sealed bids through an invitation for bid (IFB). Reverse Auction process will not satisfy federal regulations regarding cost containment procedures. MSDH solicits sealed bids from infant formula manufacturers to supply and provide a rebate for infant formula. The rebate will offset the retail cost of the formulas. The MSDH sought clarification from the USDA and were instructed that the Reverse Auction process was not authorized by the applicable federal regulations.

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, OPTFM asks that the Board approve this exemption and the use of competitive sealed bidding for the procurement.

ii. **Requesting State Agency:** Mississippi Department of Archives and History

Supplier: Unknown-N/A

Contract #: Unknown-N/A

Term: One-time procurement

Total Value: \$60,000.00 - \$100,000.00 (projected)

Summary of Request: The Mississippi Department of Archives and History (MDAH) is requesting an exemption from the Reverse Auction process and approval to issue a Request for Proposals for the custom design, fabrication, and installation of new exhibit housing for a 500-year-old canoe currently on display in the Mississippi Museum of History. MDAH is seeking a single firm to design new housing that will allow for better viewing of the artifact while still preserving and protecting it as the current housing obstructs full viewing of the canoe. At the time of building the original museum exhibit, there was no way to know that the lighting and canoe housing would interact in such a way that would obstruct full viewing of the artifact. Due to the lack of existing specifications and the complexity of the procurement, MDAH feels that conducting a Reverse Auction would be neither practicable nor advantageous. Additionally, MDAH feels that an RFP will allow them to effectively compare alternative design specifications, fabrication methods, and supplier experience. MDAH proposes evaluating the proposals using the following weights: 40% cost/price; 35% technical factors, and 25% management factors.

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 provided, OPTFM recommends approval of the exemption and the use of a Request for Proposals for the procurement.

B. Consideration of Awards for Governing Authorities Receiving Exemptions

1. Requesting Governing Authority: Warren County

Supplier: Dickerson & Bowen and APAC, Inc. (Jackson & Vicksburg Plant)

Term: 01/01/19 – 12/31/19, with four optional one-year renewals

Total Value: Unknown

Summary of Request: Warren County was granted an exemption from Reverse Auction at the October 3, 2018 PPRB meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for asphalt products. Three bids were received. They are requesting to award to the low vendors per line item as a primary and alternate to Dickerson & Bowen and APAC, Inc. (Jackson and Vicksburg).

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: Warren County

Supplier: Hammett & Green, Bootheel Investment, and Kelly Welding

Term: 01/01/19 – 12/31/19, with four optional one-year renewals

Total Value: Unknown

Summary of Request: Warren County was granted an exemption from Reverse Auction at the September 11, 2018 PPRB meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for gravel products, clay, and wash gravel. Six bids were received. They are requesting to award to the low vendor per line item as a primary and alternate to Hammett & Green, Bootheel Investment and Kelly Welding.

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.

3. Requesting Governing Authority: Rankin County

Supplier: ADCAMP, Inc., Ergon Asphalt, W.E. Blain & Sons, Dickerson & Bowen, APAC, Blackledge Emulsions, and AJ Construction

Term: 01/01/19 – 12/31/19

Total Value: Unknown

Summary of Request: Rankin County was granted an exemption from Reverse Auction at the August 1, 2018 PPRB meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for asphalt. They are requesting to award a primary and alternate to the above vendors per line item.

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.

4. Requesting Governing Authority: Rankin County

Supplier: T.L. Wallace

Term: 01/01/19 – 12/31/19

Total Value: Unknown

Summary of Request: Rankin County was granted an exemption from Reverse Auction at the August 1, 2018 PPRB meeting because they typically only get one response to this particular bid. The County advertised for competitive sealed bids for slurry seal, micro-surfacing and scrub seal. They received one bid and wish to award to T.L. Wallace.

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.

5. Requesting Governing Authority: Rankin County

Supplier: Warren Paving, White Sands and Green Dream

Term: 01/01/19 – 12/31/19

Total Value: Unknown

Summary of Request: Rankin County was granted an exemption from Reverse Auction at the August 1, 2018 PPRB meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for crushed aggregates. They received three bids and wish to award primary and alternate per line item to Warren Paving, White Sands, and Green Dream.

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.

6. Requesting Governing Authority: Rankin County

Supplier: White Sands and Grand's Gravel Hauling

Term: 01/01/19 – 12/31/19

Total Value: Unknown

Summary of Request: Rankin County was granted an exemption from Reverse Auction at the August 1, 2018 PPRB meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for gravel and received two bids. They wish to award per line item to White Sands and Grand's Gravel Hauling as primary and the alternate.

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.

7. Requesting Governing Authority: Rankin County

Supplier: Southern Pipe, Coburn Supply, and G & O Supply

Term: 01/01/19 – 12/31/19

Total Value: Unknown

Summary of Request: Rankin County was granted an exemption from Reverse Auction at the August 1, 2018 PPRB meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for metal culverts and received three bids. They wish to award per line item to Southern Pipe, Coburn Supply, and G & O supply as a primary and alternate.

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.

8. Requesting Governing Authority: Rankin County

Supplier: Southern Pipe, Coburn Supply, and G & O Supply

Term: 01/01/19 – 12/31/19

Total Value: Unknown

Summary of Request: Rankin County was granted an exemption from Reverse Auction at the August 1, 2018 PPRB Meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for polypropylene culvert and received four bids. They wish to award per line item to three bidders Southern Pipe, Coburn Supply, and G & O Supply as a primary and alternate.

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.

9. Requesting Governing Authority: Leake County

Supplier: Dickerson & Bowen Inc., APAC, and W E Blaine

Term: 01/07/19 – 01/05/20

Total Value: Unknown

Summary of Request: Leake County was granted an exemption from Reverse Auction at the October 3, 2018 PPRB meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for hot mix. They wish to award a primary and alternates to Dickerson & Bowen, APAC, and W E Blaine.

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.

10. Requesting Governing Authority: Leake County

Supplier: Cold Mix Inc., W E Blaine, and APAC

Term: 01/07/19 – 01/05/20

Total Value: Unknown

Summary of Request: Leake County was granted an exemption from Reverse Auction at the October 3, 2018 PPRB meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for cold mix. They wish to award a primary and alternates to Cold Mix Inc., W E Blaine, and APAC.

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.

11. Requesting Governing Authority: Leake County

Supplier: Hammett Gravel Co. Inc.

Term: 01/07/19 – 01/05/20

Total Value: Unknown

Summary of Request: Leake County was granted an exemption from Reverse Auction at the October 3, 2018 PPRB Meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for gravel. They wish to award to Hammett Gravel Co. 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.

12. Requesting Governing Authority: Leake County

Supplier: Blacklidge Emulsions Inc. and Ergon

Term: 01/07/19 – 01/05/20

Total Value: Unknown

Summary of Request: Leake County was granted an exemption from Reverse Auction at the October 3, 2018 PPRB meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for liquid asphalt. They wish to award a primary and alternates to Blacklidge Emulsions Inc. and Ergon.

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.

13. Requesting Governing Authority: Leake County

Supplier: Scotty's Recycling and Vulcan Materials

Term: 01/07/19 – 01/05/20

Total Value: Unknown

Summary of Request: Leake County was granted an exemption from Reverse Auction at the October 3, 2018 PPRB meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for aggregates. They wish to award a primary and alternate to Scotty's Recycling and Vulcan Materials.

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.

14. Requesting Governing Authority: Leake County

Supplier: Central Rock, G & O Supply, and Coburn Supply

Term: 01/07/19 – 01/05/20

Total Value: Unknown

Summary of Request: Leake County was granted an exemption from Reverse Auction at the October 3, 2018 PPRB meeting in order to award to multiple suppliers. The County advertised for competitive sealed bids for polyethylene pipe. They wish to award a primary and alternates to Central Rock, G & O Supply, and Coburn Supply.

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

C. Consideration of State Agency Contracts for Board Action

1. Requesting Agency: Mississippi Department of Human Services (MDHS)

Supplier: Toshiba America Business Solutions

Contract #: 8200043008: \$74,416.00; 8200042307: \$69,088.00; 8200041197: \$49,872.00; 8200042312: \$85,072.00; 8200042313: \$79,416.00; 8200042315: \$85,072.00; 8200042316: \$125,808.00; 8200042301: \$69,088.00; 8200042309: \$90,072.00

Term: 2 years and 10 months (01/01/2019 - 10/31/2021)

Total Value: \$727,904.00

Summary of Request: MSDH has submitted several P-1s requesting approval to enter into several rental agreements with Toshiba America Business Solutions to rent 31 copiers/multi-function devices for the central offices of MDHS and the Department of Child Protection Services (DCPS) and the county offices. Attached is the link to just one of the contracts, which is representative of the remainder, and is the OPTFM-approved form. MDHS used the State Copier contract to select this vendor. MDHS is requesting the Board's approval of these rental agreements.

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 these contracts.

2. Requesting Agency: Mississippi Department of Education (MDE)

Supplier: Canon USA, Inc.

Contract #: 82000042705

Term: Five (5) Years (01/01/2019 - 12/31/2023)

Total Value: \$958,122.60

Summary of Request: MDE has submitted a P-1 requesting approval to enter into a rental agreement with Canon USA, Inc., to rent 50 copiers/multi-function devices for the central office of MDE. MDE used the State Copier contract to select this vendor. This contract was presented to the MDE Board on 10/11/2018 and was approved. The Mississippi Department of Information Technology Systems (ITS) has approved the rental (See the attached CP-1). MDE selected, from the state contract, three dealers (Xerox Direct, RJ Young and Canon Solutions of America) to provide a proposal based on an assessment of the Agency's specifications for each office. MDE selected Canon USA, Inc. a dealer of Canon Solutions of America. MDE is requesting the Board's approval of this rental agreement.

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 Southern Mississippi (USM)

Supplier: Quantum Design Inc.

Contract #: 8200042759

Term: One-time purchase

Total Value: \$546,120.00

Summary of Request: USM solicited a bid (institutes of higher learning are statutorily exempt from the use of Reverse Auction) for the purchase of one (1) SQUID Magnetometer to be used by their School of Polymer Sciences and Engineering. USM has received 100% federal funding from the National Science Foundation, grant award number (OIA 1757220) to purchase the required instrument. USM received two (2) responses from the solicitation, but one (1) submitted by Cryogenic US LLC was deemed nonresponsive because it did not meet three (3) specifications. The specifications that were not met by Cryogenic US LLC were: 1. Did not have the appropriate VSM Module, 2. Did not meet the performance requirements for AC susceptibility and 3. References of ten (10) similar systems installed in the US were not submitted with their bid response. USM requests to award to Quantum Design Inc. based on the fact that they met the required specifications and that no protests were received.

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.

4. Requesting Agency: Mississippi Department of Transportation (MDOT)

Supplier: McComb Diesel Inc.

Contract #: 8200042946, 8200042948

Total Value: \$588,000.00 (8200042946) for the initial purchase and up to \$392,000.00 (8200042948) for the Agency contract

Term: December 05, 2018 through June 30, 2019 for the initial purchase and December 5, 2018 through October 31, 2019 with the potential of four (4) twelve month extensions, for the Agency contract.

Summary of Request: MDOT completed a Reverse Auction for the purchase of six (6) tractor trucks with an agency contract for the purchase of an additional four (4) Tractor Trucks. Three vendors submitted pre-qualification information and two met specifications. Those two vendors participated in the Reverse Auction and the contract is being awarded to the low bidder.

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 these two contracts.

5. Requesting Agency: Mississippi Department of Transportation (MDOT)

Supplier: Tri-State Truck Center INC

Contract #: 8200043042, 8200043043

Total Value: \$143,600.00 (8200043042) for initial purchase and up to \$718,000.00 (8200043043) for the Agency contract.

Term: December 05, 2018 through June 30, 2019 for the initial purchase and December 5, 2018 through December 04, 2019 with the potential of four (4) twelve month extensions, for the Agency contract.

Summary of Request: MDOT completed a Reverse Auction for the purchase of two (2) cab & chassis single axle trucks with an agency contract for the purchase of an additional ten (10) tractor trucks. Three vendors submitted pre-qualification information and met specifications. Those three vendors participated in the Reverse Auction and the contract is being awarded to the low bidder.

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 these two contracts.

6. Requesting Agency: Mississippi Department of Transportation (MDOT)

Supplier: McComb Diesel Inc.

Contract #: 8200043040, 8200043041

Total Value: \$2,824,200.00 (8200043040) for the initial purchase and up to \$3,138,000.00 (8200043041) for the Agency contract.

Term: December 05, 2018 through June 30, 2019 for the initial purchase and December 5, 2018 through December 04, 2019 with the potential of four (4) twelve month extensions, for the Agency contract.

Summary of Request: MDOT completed a Reverse Auction for the purchase of twenty-seven (27) cab & chassis tandem axle trucks with an agency contract for the purchase of an additional thirty (30) tractor trucks. Three vendors submitted pre-qualification information and met specifications. Those three vendors participated in the Reverse Auction and the contract is being awarded to the low bidder.

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 these two contracts.

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

Scope of Contract: Exemption to Chapter 8, "Disposal of Personal Property," Section 8.101.01.2 of the Procurement Manual

Purchase Method: Group Purchasing Organization (GPO)

Comments: UMMC is requesting an exemption to the requirements of the regulations of Chapter 8 "Disposal of Personal Property", Section 8.101.01.2, as it relates to personal property that will be traded-in as part of a purchases(s) facilitated through a GPO.

This chapter and section relates to personal property which becomes surplus to the Agency or is obsolete or inoperable, but still has a residual value and the Agency wants to trade the equipment in to receive a discount off the purchase price of new equipment. (Please see the attached request letter.)

Section 8.101.01.2 states: "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 items or items being traded is greater than \$1,000 but not more than \$5,000, two written quotes are required. If the estimated value of the "trade-in" commodity exceeds \$5000 then the transaction shall be advertised.

Per Section 31-7-13, Mississippi Code of 1972, Annotated, if the estimated value of the commodity to be purchased exceeds \$50,000, then the transaction shall be advertised. If the estimated value of the commodity to be purchased exceeds, \$5,000, then the transaction shall be entered into after obtaining at least two competitive bids.

Since UMMC has authority to purchase through a GPO and is exempt from bid requirements,

they are asking to be exempt regarding the “disposal of personal property requirements” as well. The prior Board initially approved this exemption in April 2013 and asked that the request be brought back before the Board each year. UMMC’s current exemption approval expired June 30, 2017 and due to an oversight at OPTFM the approval was not presented to the Board for the FY 2018 and FY 2019 exemptions. OPTFM is asking for retroactive approval of those exemption requests and that the future approvals be delegated to OPTFM staff on a yearly basis.

Staff Recommendation: Based on the information submitted by the Agency, we ask for the Board’s retroactive approval of the FY 18 and 19 exemption requests and the delegation of approval authority to the OPTFM staff for subsequent annual requests.

8. **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) + TBD increase
Summary of Request: DMR is requesting to amend contracts for the purchase of live oysters from NOAA 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 beginning December 10, 2018 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 Board approved these contracts in the amount of \$1,984,000.00 (\$496,000.00 per vendor) at the November 7, 2018 meeting. Since that time, the awarded dealer/processors have refused to execute contracts, stating that the compensation allowed by the DMR will not cover the cost of the insurance required in the contract. The DMR is requesting to increase the amount of each contract to cover the cost to the vendors.

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. OPTFM Staff Approvals Reported to the Board

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

E. 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 Department of Corrections

Lease #: 170-261-23A

Lessor: China Street Investment Company, LLC.

Term: 01/01/2019 through 12/31/2023

Total Yearly Cost: \$12,000

Cost PSF: \$7.19 + Utilities & Janitorial

Previous Cost PSF: \$7.19 + Utilities & Janitorial

Federal Funds: 0%

Square Footage Proposed: 1,668

Previous Square Footage: 1,668

Address of Property: 103 West China Street, Lexington, MS

Purpose of Lease: Lexington Probation and Parole Office

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.

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

1. Requesting Agency: Mississippi Department of Environmental Quality

Lease #: 595-251-19B

Lessor: Jarvis Chappell

Term: 01/01/2019 through 12/31/2019

Total Yearly Cost: \$5,800.00

Cost PSF: \$2.50 Inclusive

Previous Cost PSF: \$2.50 Inclusive

Federal Funds: 0%

Square Footage Proposed: 2,320

Previous Square Footage: 2,320

Address of Property: 605 West Fortification Street, Jackson, MS.

Purpose of Lease: To store gas well samples and cores.

Note: This is a one (1) year storage lease with no renewals. This lease is exempt from competitive advertisement under 300.9 (6).

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 State Veterans Affairs Board

Lease #: 857-612-19A

Lessor: Storage Choice

Term: 01/01/2019 through 12/31/2019

Total Yearly Cost: \$2,160.00

Cost PSF: \$10.80 Inclusive

Previous Cost PSF: \$10.80 Inclusive

Federal Funds: 0%

Square Footage Proposed: 200

Previous Square Footage: 200

Address of Property: 177 Pruitt Lane, Pearl, MS.

Purpose of Lease: To store IT equipment and personnel records.

Note: This is a one (1) year storage lease with no renewals. This lease is exempt from competitive advertisement under 300.9 (6).

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.

F. RPM Amended Leases

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

Lease #: 725-531-39C

Lessor: Allred Investments, LLC.

Term: 07/01/2019 through 06/30/2039

Total Yearly Cost: \$92,190.00

Cost PSF: \$14.00 + Utilities & Janitorial

Previous Cost PSF: \$14.00 + Utilities & Janitorial

Federal Funds: 80%

Square Footage Proposed: 6,585

Previous Square Footage: 5,585

Address of Property: 313 Industrial Park Drive, Starkville, MS.

Purpose of Lease: This amendment is to add space to an existing lease in Starkville for the consolidation and closure of the Columbus facility.

Note: The Starkville lease was approved by PPRB on October 3rd, 2018. It is a 20 year base 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 amendment.

2. **Requesting Agency:** East Mississippi State Hospital

Lease #: 531-351-19A

Lessor: Mississippi Plantation Services, LLC

Term: 01/07/2019 through 07/07/2019

Total Yearly Cost: \$9,600.00

Cost PSF: \$5.56 + Utilities & Janitorial

Previous Cost PSF: \$5.56 + Utilities & Janitorial

Federal Funds: 0%

Square Footage Proposed: 1,727

Previous Square Footage: 1,727

Address of Property: 730 Main Avenue, DeKalb, MS.

Purpose of Lease: This amendment is to add additional time for the completion of a new building that will house the Community Services Division based in DeKalb. The extension of this lease by six (6) months should give enough time for the completion.

Note: This is a six (6) months extension to an existing 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 amendment.

3. **Requesting Agency:** Mississippi Department of Banking and Consumer Finance

Lease #: 090-251-24A-R

Lessor: Moore Limited Family Partnership

Term: 01/01/2019 through 08/31/2024

Total Yearly Cost: \$175,250.50

Cost PSF: \$12.50 Inclusive

Previous Yearly Cost: \$171,712.50

Previous Cost PSF: \$12.50 Inclusive

Federal Funds: 0%

Square Footage Proposed: 14,020

Previous Square Footage: 13,657

Address of Property: 4780 I-55 North Frontage Road, Jackson, MS.

Purpose of Lease: This amendment is to add space to an existing lease in the current location due to the increase in employees.

Note: This is an increase in space of 363 square feet. The original lease was approved by PPRB on May 5th, 2014 and an amendment was approved by PPRB on November 1, 2017.

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 amendment.

4. **Requesting Agency:** Mississippi Board of Pharmacy

Lease #: 655-251-23A

Lessor: Hertz Jackson Two, LLC

Term: 01/01/2019 through 12/31/2023

Total Yearly Cost: \$120,660.00

Cost PSF: \$15.00 Inclusive

Previous Cost PSF: \$15.00 Inclusive

Federal Funds: 0%

Square Footage Proposed: 8,044

Previous Square Footage: 8,044

Address of Property: 6360 I-55 North, Jackson, MS.

Purpose of Lease: This is the home office of the Mississippi Board of Pharmacy for the State.

Note: This amendment extends the present contract by five (5) years with no renewals. Mississippi Board of Pharmacy asks PPRB for a waiver on the Space Efficiency Allowance because the original contract was executed prior to the regulation taking effect. The Space Efficiency Allowance stands at 365 square feet per occupant.

Staff Recommendation: Upon the granting of the waiver for the Space Efficiency Allowance 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.

G. RPM Ratification of Emergency Storage Leases

The Mississippi Department of Human Services requests the ratification by PPRB of the subsequent temporary storage leases used during the emergency situation mentioned in the Emergency Lease Certificate issued on June 12th, 2018. The leases described below indicate the cost of the temporary storage facilities incurred by Mississippi Department of Human Services during the emergency move.

- 1. Requesting Agency:** Mississippi Department of Human Services
Lease #: 865-615-19Y
Location: 4600 Lakeland Drive, Flowood, MS. 39232
Lessor: Storage Max Lakeland
Duration: 06/14/2018 through 08/15/2018
Remaining Monthly Cost: \$187.00 Monthly
Purpose of Lease: 6 storage units leased during the emergency and subsequent move to new location.
Note: Total cost expended on the storage units- \$4,305.35. Five units have been vacated and only one unit remains in use; unit 733.
- 2. Requesting Agency:** Mississippi Department of Human Services
Lease #: 865-611-19Z
Location: 842 Luckney Road, Brandon, MS. 39047
Lessor: Storage Max Luckney
Duration: 06/14/2018 through 08/15/2018
Remaining Monthly Cost: \$158.00 Monthly
Purpose of Lease: 9 storage units leased during the emergency and subsequent move to new location.
Note: Total cost expended on the storage units- \$3,409.19. Eight units have been vacated and only one unit remains in use; unit 065.
- 3. Requesting Agency:** Mississippi Department of Human Services
Lease #: 865-251-19Z
Location: 304 South State Street, Jackson, MS.39201
Lessor: Storage Max Downtown
Duration: 06/14/2018 through 08/15/2018
Remaining Monthly Cost: N/A
Purpose of Lease: 22 storage units leased during the emergency and subsequent move to new location and 0 remain in use.
Note: Total cost expended on the storage units- \$10,409.12.

Staff Recommendation: These requests have been reviewed for compliance and have been determined to comply with all rules, regulations and legal requirements by DFA staff. RPM recommends the ratification of these leases in accordance with 300.9(3).

H. RPM Director's Report

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

A. Petitions for Relief from Competitive Sealed Bidding

1. **Requesting Agency:** Mississippi Department of Health
RFx Number: 3180000594

Procurement Request: Request for Proposals

Anticipated Term: July 1, 2019 to June 30, 2023 (1 optional 1 year renewal)

Anticipated Contract Amount: \$1,800,000.00 (initial term)

Summary of Request: The Agency has submitted a Petition for Relief from the use of an Invitation for Bids (IFB) as the procurement method as allowed by Miss. Code Ann. § 31-7-403(4) for the competitive procurement of one single vendor to provide all required testing for over forty genetic conditions/diseases and birth defects specified by the Mississippi Department of Health through Newborn Screening. The Agency contends the use of an Invitation for Bids is neither practicable nor advantageous as the service requires a qualified genetics laboratory with expertise in processing Dried Blood Spot (DBS) cards submitted by birthing hospitals, midwives, and county health departments. The qualified laboratory must be located within the United States and must be capable of testing a minimum of 40,000 specimens per year. According to the Agency, screening by tandem mass spectrometry does not always render clear cut results and this type of screening requires extensive expertise and experience in this type of testing methodology. In previous procurements, selecting a vendor through a Request for Proposals allowed the Agency to evaluate the ability of the vendor to carry out detailed functions based on Mississippi's specific needs. The respondents will be evaluated based on technical, cost and management factors. Technical factors will be weighted at twenty-five percent (25%) or 25 points, cost factors will be weighted at forty percent (40%) or 40 points (with price (relative cost) assigned an individual weight of thirty-five percent (35%) or 35 points), and management factors will be weighted at a combined thirty-five percent (35%) or 35 points).

Staff Recommendation: Granting of the Agency's Petition for Relief from competitive bidding requirements as allowed by Miss. Code Ann. § 31-7-403(4) and approval of the Agency's request to use a Request for Proposals as the procurement method to select one vendor to provide Newborn Genetic Screening.

B. Consideration of Contracts for Board Action

1. **Requesting Agency:** Mississippi Department of Human Services
Supplier: Southern Mississippi Planning and Development District
Contract #: 8200042865

Term: 01/01/2019 – 12/31/2021

Total Value: \$1,311,240.00

New

\$1,311,240.00

Summary of Request: The term of the contract is three years with two optional one-year renewals. The Contractor will provide adult protective services which include the investigation

of abuse, neglect, self-neglect, and reports of exploitation of vulnerable adults residing in private homes as mandated by the Mississippi Vulnerable Persons Act of 1986 (Miss. Code Ann. §§ 43-47-1 – 43-47-39). The Contractor was selected through an RFP with ten respondents and resulted in the award of ten contracts. The RFP allowed for multiple awards to ensure sufficient coverage for the entire State. However, this Contractor will service the following fifteen counties: Covington, Forrest, George, Greene, Hancock, Harrison, Jackson, Jefferson Davis, Jones, Lamar, Marion, Pearl River, Perry, Stone, and Wayne. The Agency's Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4), was approved at the June 6, 2018 PPRB meeting. The contract includes a clause to not exceed \$437,080.00 annually.

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: \$2,185,400.00

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

Supplier: Central Mississippi Planning and Development District

Contract #: 8200042863

Term: 01/01/2019 – 12/31/2021

Total Value: \$846,954.00

New

\$846,954.00

Summary of Request: The term of the contract is three years with two optional one-year renewals. The Contractor will provide adult protective services which include the investigation of abuse, neglect, self-neglect, and reports of exploitation of vulnerable adults residing in private homes as mandated by the Mississippi Vulnerable Persons Act of 1986 (Miss. Code Ann. §§ 43-47-1 – 43-47-39). The Contractor was selected through an RFP with ten respondents and resulted in the award of ten contracts. The RFP allowed for multiple awards to ensure sufficient coverage for the entire State. However, this Contractor will service the following seven counties; Copiah, Hinds, Madison, Rankin, Simpson, Warren, and Yazoo. The Agency's Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4), was approved at the June 6, 2018 PPRB meeting. The contract includes a clause to not exceed \$282,318.00 annually.

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: \$1,411,590.00

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

Supplier: North Delta Planning and Development District

Contract #: 8200042880

Term: 01/01/2019 – 12/31/2021

Total Value: \$406,752.00

New

\$406,752.00

Summary of Request: The term of the contract is three years with two optional one-year renewals. The Contractor will provide adult protective services which include the investigation of abuse, neglect, self-neglect, and reports of exploitation of vulnerable adults residing in

private homes as mandated by the Mississippi Vulnerable Persons Act of 1986 (Miss. Code Ann. §§ 43-47-1 – 43-47-39). The Contractor was selected through an RFP with ten respondents and resulted in the award of ten contracts. The RFP allowed for multiple awards to ensure sufficient coverage for the entire State. However, this Contractor will service the following seven counties; Coahoma, Desoto, Panola, Quitman, Tallahatchie, Tate, and Tunica. The Agency's Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4), was approved at the June 6, 2018 PPRB meeting. The contract includes a clause to not exceed \$135,584.00 annually.

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: \$677,920.00

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

Supplier: Three Rivers Planning and Development District

Contract #: 8200042882

Term: 01/01/2019 – 12/31/2021

Total Value: \$377,316.00

**New
\$377,316.00**

Summary of Request: The term of the contract is three years with two optional one-year renewals. The Contractor will provide adult protective services which include the investigation of abuse, neglect, self-neglect, and reports of exploitation of vulnerable adults residing in private homes as mandated by the Mississippi Vulnerable Persons Act of 1986 (Miss. Code Ann. §§ 43-47-1 – 43-47-39). The Contractor was selected through an RFP with ten respondents and resulted in the award of ten contracts. The RFP allowed for multiple awards to ensure sufficient coverage for the entire State. However, this Contractor will service the following eight counties; Calhoun, Chickasaw, Itawamba, Lafayette, Lee, Monroe, Pontotoc, and Union. The Agency's Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4), was approved at the June 6, 2018 PPRB meeting. The contract includes a clause to not exceed \$125,772.00 annually.

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: \$628,860.00

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

Supplier: East Central Planning and Development District

Contract #: 8200042868

Term: 01/01/2019 – 12/31/2021

Total Value: \$337,176.00

**New
\$337,176.00**

Summary of Request: The term of the contract is three years with two optional one-year renewals. The Contractor will provide adult protective services which include the investigation of abuse, neglect, self-neglect, and reports of exploitation of vulnerable adults residing in private homes as mandated by the Mississippi Vulnerable Persons Act of 1986 (Miss. Code Ann. §§ 43-47-1 – 43-47-39). The Contractor was selected through an RFP with ten

respondents and resulted in the award of ten contracts. The RFP allowed for multiple awards to ensure sufficient coverage for the entire State. However, this Contractor will service the following nine counties; Clarke, Jasper, Kemper, Lauderdale, Leake, Neshoba, Newton, Scott, and Smith. The Agency's Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4), was approved at the June 6, 2018 PPRB meeting. The contract includes a clause to not exceed \$112,392.00 annually.

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: \$561,960.00

6. **Requesting Agency:** Mississippi Department of Human Services
Supplier: Northeast Mississippi Planning and Development District
Contract #: 8200042867
Term: 01/01/2019 – 12/31/2021
Total Value: \$306,402.00

**New
\$306,402.00**

Summary of Request: The term of the contract is three years with two optional one-year renewals. The Contractor will provide adult protective services which include the investigation of abuse, neglect, self-neglect, and reports of exploitation of vulnerable adults residing in private homes as mandated by the Mississippi Vulnerable Persons Act of 1986 (Miss. Code Ann. §§ 43-47-1 – 43-47-39). The Contractor was selected through an RFP with ten respondents and resulted in the award of ten contracts. The RFP allowed for multiple awards to ensure sufficient coverage for the entire State. However, this Contractor will service the following six counties; Alcorn, Benton, Marshall, Prentiss, Tippah, and Tishomingo. The Agency's Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4), was approved at the June 6, 2018 PPRB meeting. The contract includes a clause to not exceed \$102,134.00 annually.

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: \$510,670.00

7. **Requesting Agency:** Mississippi Department of Human Services
Supplier: South Delta Planning and Development District
Contract #: 8200042883
Term: 01/01/2019 – 12/31/2021
Total Value: \$270,276.00

**New
\$270,276.00**

Summary of Request: The term of the contract is three years with two optional one-year renewals. The Contractor will provide adult protective services which include the investigation of abuse, neglect, self-neglect, and reports of exploitation of vulnerable adults residing in private homes as mandated by the Mississippi Vulnerable Persons Act of 1986 (Miss. Code Ann. §§ 43-47-1 – 43-47-39). The Contractor was selected through an RFP with ten respondents and resulted in the award of ten contracts. The RFP allowed for multiple awards to ensure sufficient coverage for the entire State. However, this Contractor will service the

following six counties; Bolivar, Humphreys, Issaquena, Sharkey, Sunflower, and Washington. The Agency's Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4), was approved at the June 6, 2018 PPRB meeting. The contract includes a clause to not exceed \$90,092.00 annually.

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: \$450,460.00

8. Requesting Agency: Mississippi Department of Human Services

Supplier: Golden Triangle Planning and Development District

Contract #: 8200042881

Term: 01/01/2019 – 12/31/2021

Total Value: \$268,938.00

New

\$268,938.00

Summary of Request: The term of the contract is three years with two optional one-year renewals. The Contractor will provide adult protective services which include the investigation of abuse, neglect, self-neglect, and reports of exploitation of vulnerable adults residing in private homes as mandated by the Mississippi Vulnerable Persons Act of 1986 (Miss. Code Ann. §§ 43-47-1 – 43-47-39). The Contractor was selected through an RFP with ten respondents and resulted in the award of ten contracts. The RFP allowed for multiple awards to ensure sufficient coverage for the entire State. However, this Contractor will service the following seven counties; Choctaw, Clay, Lowndes, Noxubee, Oktibbeha, Webster, and Winston. The Agency's Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4), was approved at the June 6, 2018 PPRB meeting. The contract includes a clause to not exceed \$89,646.00 annually.

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: \$448,230.00

9. Requesting Agency: Mississippi Department of Human Services

Supplier: Southwest Mississippi Planning and Development District

Contract #: 8200042869

Term: 01/01/2019 – 12/31/2021

Total Value: \$248,868.00

New

\$248,868.00

Summary of Request: The term of the contract is three years with two optional one-year renewals. The Contractor will provide adult protective services which include the investigation of abuse, neglect, self-neglect, and reports of exploitation of vulnerable adults residing in private homes as mandated by the Mississippi Vulnerable Persons Act of 1986 (Miss. Code Ann. §§ 43-47-1 – 43-47-39). The Contractor was selected through an RFP with ten respondents and resulted in the award of ten contracts. The RFP allowed for multiple awards to ensure sufficient coverage for the entire State. However, this Contractor will service the following ten counties; Adams, Amite, Claiborne, Franklin, Jefferson, Lawrence, Lincoln, Pike, Walthall, and Wilkinson. The Agency's Petition for Relief from competitive bidding

requirements, as allowed by Miss. Code Annotated § 31-7-403(4), was approved at the June 6, 2018 PPRB meeting. The contract includes a clause to not exceed \$82,956.00 annually.

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: \$414,780.00

10. Requesting Agency: Mississippi Department of Human Services

Supplier: North Central Planning and Development District

Contract #: 8200042884

Term: 01/01/2019 – 12/31/2021

Total Value: \$230,136.00

**New
\$230,136.00**

Summary of Request: The term of the contract is three years with two optional one-year renewals. The Contractor will provide adult protective services which include the investigation of abuse, neglect, self-neglect, and reports of exploitation of vulnerable adults residing in private homes as mandated by the Mississippi Vulnerable Persons Act of 1986 (Miss. Code Ann. §§ 43-47-1 – 43-47-39). The Contractor was selected through an RFP with ten respondents and resulted in the award of ten contracts. The RFP allowed for multiple awards to ensure sufficient coverage for the entire State. However, this Contractor will service the following seven counties; Attala, Carroll, Holmes, Grenada, Leflore, Montgomery, and Yalobusha. The Agency's Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4), was approved at the June 6, 2018 PPRB meeting. The contract includes a clause to not exceed \$76,712.00 annually.

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: \$383,560.00

11. Requesting Agency: Mississippi Division of Medicaid

Supplier: Ascend Management Innovations, LLC

Contract #: 8200022434

Term: 01/01/2016 -12/31/2019

Total Value: \$3,572,759.65

**Renewal
\$1,027,160.77**

Summary of Request: The original term of the contract was three years with two optional one-year renewals. Amendment One exercises the first optional renewal. The Contractor provides Preadmission Screening and Resident Reviews (hereinafter "PASRR"). The PASRR program is a collaborative effort between the Division of Medicaid and the Department of Mental Health. All persons who apply to or reside in Medicaid certified nursing facilities must have a Level I (preliminary) screening. The Level I screening is conducted by a staff member of the discharging hospital or admitting nursing facility. The Contractor evaluates all Level I reviews to determine if there is an indication of mental illness or intellectual disability/developmental disability. The Contractor conducts all Level II screenings for individuals referred from Level I. The Level II screening determines the appropriateness of nursing facility placement. The Contractor was originally selected through an RFP. The cost

per assessments remains at \$38.50 for Level I and \$502.27 for Level II. Amendment One decreased the estimated volume of Level I assessments from 4,890 to 3,836 and increased Level II assessments from 1,262 to 1,751 to adjust the number of screenings to more accurately reflect changes in the Medicaid population subject to these screenings as allowed in the RFP. It also updates the Entire Agreement, Period of Performance, Cost for Services, E-Payment, Procurement Regulations, Stop Work Order, Termination for Default, Termination for Convenience, Termination Upon Bankruptcy, Availability of Funds, Applicable Law, Risk Management, E-Verification, Representation Regarding Gratuities, Representation Regarding Contingency Fees, Transparency, Modifications, and Performance Standards, Actual Damages, Liquidated Damages, and Retainage clauses; and adds the Approval, Compliance with Laws, 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: \$4,300,681.68

12. Requesting Agency: Mississippi Department of Marine Resources

Supplier: J.E. Borries, Inc.

Contract #: 8200042745

Term: 12/06/2018 – 12/05/2019

Total Value: \$225,000.00

**New
\$225,000.00**

Summary of Request: The term of the contract is one year with one optional one-year renewal. The Contractor will provide personnel, vessels and/or barges, equipment and machinery for the transfer of oysters as directed by MDMR from unfavorable growing waters to waters more conducive oyster growth. The Contractor was selected through an IFB with one respondent. The daily rate for barge use is \$15,000.00. Proof of the vendor's required updated workers' compensation insurance certificate must be received from the Agency prior to processing the contract.

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 receipt of the required updated workers' compensation insurance certification.

Projected Budget for Life of the Contract: \$450,000.00

13. Requesting Agency: Mississippi Division of Medicaid

Supplier: UnitedHealthcare of Mississippi, Inc.

Contract #: 8200041776

Term: 07/01/2017 – 06/30/2020

Total Value: \$718,870,179.00

**Modification
\$0.00**

Summary of Request: Amendment Three has been submitted to update Section 13.A.9, Capitation Rates, to reflect the application of the 5% provider assessment by the Coordinated

Care Organization (hereinafter "CCO") for certain non-facility services, which establishes the CCO capitation rates per member per month (hereinafter "PMPM") varying by region and Rate Cell for The Mississippi Coordinated Access Network (hereinafter "MississippiCAN"), based on October 22, 2018 actuarial report. Mississippi Code Title 43-13-117(B) states, "Notwithstanding any other provision of this article to the contrary, the division shall reduce the rate of reimbursement to providers for any service provided under this section by five percent (5%) of the allowed amount for that service." The estimated cost of MississippiCAN has been decreased from \$2,144,273,540.00 to \$2,127,725,676.00 for all three contracts collectively. The adjustment was calculated separately by Rate Cell (SSI/Disabled, Foster Care, Breast and Cervical Cancer, SSI/Disabled Newborn, MA Adults, Pregnant Women, Newborns, Delivery Kick Payment, MA Children, Quasi-CHIP Children, and Serious Emotional Disturbance (SED)) reflecting the mix of services and the applicability of the 5% provider assessment specific to the given population. While the provider assessment provision is not new, it was not applied to MississippiCAN provider reimbursement for all applicable services by the CCO previously. The MississippiCAN contracts are paid via a medical claims process through DOM's fiscal agent. DOM will pay the contracts PMPM capitation payment to cover the services provided. DOM calculates state-set rates by rate category on a statewide basis with area adjustment based on an enrolled member's county of residence. DOM retained Milliman, an independent actuarial and consulting firm, to calculate, document, and certify its capitation rate development. Additionally, capitation rates will be recertified after actual membership is known. The Agency contends CMS will not review or approve any contracts or modifications from DOM unless they are submitted fully executed. Therefore, DOM must receive PPRB approval prior to submitting the executed contracts or modifications to CMS.

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 retroactive approval of the contract modification as requested.

Projected Budget for Life of the Contract: \$1,198,116,965.00

14. Requesting Agency: Mississippi Division of Medicaid

Supplier: Magnolia Health Plan, Inc.

Contract #: 8200041775

Term: 07/01/2017 – 06/30/2020

Total Value: \$718,870,179.00

Modification
\$0.00

Summary of Request: Amendment Three has been submitted to update Section 13.A.9, Capitation Rates, to reflect the application of the 5% provider assessment by the Coordinated Care Organization (hereinafter "CCO") for certain non-facility services, which establishes the CCO capitation rates per member per month (hereinafter "PMPM") varying by region and Rate Cell for The Mississippi Coordinated Access Network (hereinafter "MississippiCAN"), based on October 22, 2018 actuarial report. Mississippi Code Title 43-13-117(B) states, "Notwithstanding any other provision of this article to the contrary, the division shall reduce the rate of reimbursement to providers for any service provided under this section by five percent (5%) of the allowed amount for that service." The estimated cost of MississippiCAN has been decreased from \$2,144,273,540.00 to \$2,127,725,676.00 for all three contracts collectively. The adjustment was calculated separately by Rate Cell (SSI/Disabled, Foster Care, Breast and Cervical Cancer, SSI/Disabled Newborn, MA Adults, Pregnant Women, Newborns, Delivery Kick Payment, MA Children, Quasi-CHIP Children, and Serious Emotional

Disturbance (SED)) reflecting the mix of services and the applicability of the 5% provider assessment specific to the given population. While the provider assessment provision is not new, it was not applied to MississippiCAN provider reimbursement for all applicable services by the CCO previously. The MississippiCAN contracts are paid via a medical claims process through DOM's fiscal agent. DOM will pay the contracts PMPM capitation payment to cover the services provided. DOM calculates state-set rates by rate category on a statewide basis with area adjustment based on an enrolled member's county of residence. DOM retained Milliman, an independent actuarial and consulting firm, to calculate, document, and certify its capitation rate development. Additionally, capitation rates will be recertified after actual membership is known. The Agency contends CMS will not review or approve any contracts or modifications from DOM unless they are submitted fully executed. Therefore, DOM must receive PPRB approval prior to submitting the executed contracts or modifications to CMS.

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 retroactive approval of the contract modification as requested.

Projected Budget for Life of the Contract: \$1,198,116,965.00

15. Requesting Agency: Mississippi Division of Medicaid

Supplier: Molina Healthcare of Mississippi, Inc.

Contract #: 8200041827

Term: 07/01/2017 – 06/30/2020

Modification

Total Value: \$718,870,179.00

\$0.00

Summary of Request: Amendment Three has been submitted to update Section 13.A.9, Capitation Rates, to reflect the application of the 5% provider assessment by the Coordinated Care Organization (hereinafter "CCO") for certain non-facility services, which establishes the CCO capitation rates per member per month (hereinafter "PMPM") varying by region and Rate Cell for The Mississippi Coordinated Access Network (hereinafter "MississippiCAN"), based on October 22, 2018 actuarial report. Mississippi Code Title 43-13-117(B) states, *"Notwithstanding any other provision of this article to the contrary, the division shall reduce the rate of reimbursement to providers for any service provided under this section by five percent (5%) of the allowed amount for that service."* The estimated cost of MississippiCAN has been decreased from \$2,144,273,540.00 to \$2,127,725,676.00 for all three contracts collectively. The adjustment was calculated separately by Rate Cell (SSI/Disabled, Foster Care, Breast and Cervical Cancer, SSI/Disabled Newborn, MA Adults, Pregnant Women, Newborns, Delivery Kick Payment, MA Children, Quasi-CHIP Children, and Serious Emotional Disturbance (SED)) reflecting the mix of services and the applicability of the 5% provider assessment specific to the given population. While the provider assessment provision is not new, it was not applied to MississippiCAN provider reimbursement for all applicable services by the CCO previously. The MississippiCAN contracts are paid via a medical claims process through DOM's fiscal agent. DOM will pay the contracts PMPM capitation payment to cover the services provided. DOM calculates state-set rates by rate category on a statewide basis with area adjustment based on an enrolled member's county of residence. DOM retained Milliman, an independent actuarial and consulting firm, to calculate, document, and certify its capitation rate development. Additionally, capitation rates will be recertified after actual membership is known. The Agency contends CMS will not review or approve any contracts or

modifications from DOM unless they are submitted fully executed. Therefore, DOM must receive PPRB approval prior to submitting the executed contracts or modifications to CMS.

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 retroactive approval of the contract modification as requested.

Projected Budget for Life of the Contract: \$1,198,116,965.00

16. Requesting Agency: Mississippi Fair Commission

Supplier: Waste Management of Mississippi, Inc.

Contract #: 8200042991

Term: 12/05/2018 – 12/04/2022

Total Value: \$797,120.04

**New
\$797,120.04**

Summary of Request: The term of the contract is four years with a one-year optional renewal. The Contractor will collect all solid waste from the fairgrounds and dispose of it in a landfill, recycle facility or other waste disposal. The unit prices are listed in the “Fees” section of the contract. The Contractor was selected through an RFP with two respondents. One respondent was rejected and not considered based on late submission. There was one protest filed regarding the procurement: Republic Services, Inc. filed a protest to the contract award dated October 1, 2018. On October 15, 2018, the Mississippi Fair Commission responded and determined the protest had no merit. Pursuant to PPRB OPSCR Rules and Regulations, Republic Services, Inc. had until October 22, 2018 to file an appeal with PPRB if they were unsatisfied with the Mississippi Fair Commission protest decision. Although the required statement regarding discussions was not directly included in the RFP, it was included by reference and thus met the requirements set forth in H.B. 1109 (Regular Session 2017). As only two vendors have consistently responded to this RFP and both vendors’ proposals contained reference to potential discussions, OPSCR does not have concerns regarding competition, fairness, and transparency of the procurement.

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: \$996,400.00

17. Requesting Agency: Mississippi Department of Environmental Quality

Supplier: EMC, Inc.

Contract #: 8200025975

Term: 07/22/2016 – 07/21/2020

Total Value: \$2,484,888.69

**Modification/Renewal
\$585,613.69**

Summary of Request: The original term of the contract was three years with two optional one-year renewals. Modification Three exercises the first optional renewal and retroactively changes the start date from August 1, 2016 to July 22, 2016. The original contract was approved prior to July 22, 2016 and the contract was actually executed and entered into July 22, 2016. The Contractor provides benthic habitat mapping related to the Oyster Restoration and Management Project. The purpose of this project is to collect physical data for potential

and existing oyster reef locations throughout the Mississippi Sound and adjoining bays and estuaries. The Contractor was originally selected through an RFP. The original contract was approved at the July 19, 2016 PSCRB meeting; while Modification One was approved at the November 14, 2017 PSCRB meeting; and Modification Two was approved at the October 3, 2018 PPRB meeting. The unit price is paid according to the hourly rates provided in Exhibit C, Rate Schedule, with a federal mileage rate of \$0.54 per mile. Modification Three updates the Consideration, Period of Performance, and Approval 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 modification and renewal as requested.

Projected Budget for Life of the Contract: \$3,070,502.38

18. Requesting Agency: Department of Mental Health

Supplier: CONTACT the Crisis Line

Contract #: 8200042803

Term: 01/01/2019 – 12/31/2019

Total Value: \$168,767.00

New

\$168,767.00

Summary of Request: The term of the contract is one year with four optional one-year renewals. The Contractor will provide certified crisis telephone services for the Mississippi Department of Mental Health After Hours Helpline and the National Suicide Prevention Lifeline Network to individuals in suicidal crisis or emotional distress. The Contractor was selected through an IFB with two respondents, of which one was rejected based on late submission. The Agency requests an exception to Appendix D of the PPRB OPSCR Rules and Regulations for failure to include the required Acknowledgement of Amendment clause in the IFB. There were no amendments issued; therefore, 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 the exception to Appendix D, will comply with OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract as requested.

Projected Budget for Life of the Contract: \$846,835.00

19. Requesting Agency: DMH – Ellisville State School

Supplier: Waste Services of Hattiesburg, LLC d/b/a SanTek Waste Services LLC

Contract #: 8200037404

Term: 02/01/2016 – 01/31/2020

Total Value: \$192,965.51

Renewal

\$81,632.16

Summary of Request: The original term of the contract was one year with four optional one-year renewals. Amendment Four exercises the third optional renewal allowed by the original contract. The Contractor provides a pick-up and disposal system of all solid waste. The Contractor was originally selected through an RFP. Amendment Four increases the Ellisville State School Campus dump rate per pull from \$80.00 to \$120.00 per 30/40 cu. yard; land fill fee from \$7.00 to \$10.00 per cu. yard; removes services to five locations; updates the Contract

Term, Consideration, Procurement Regulations, Stop Work Order, Representation Regarding Gratuities, E-Payment, Price Adjustment, and Entire Agreement clauses; and adds the Approval clause. The original contract allowed for changes in the scope of services performed by the Contractor, and comparable compensation adjustments. All other terms and conditions of the original contract remain the same. 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 December 20, 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 renewal as requested contingent upon proof of regulatory board approval.

Projected Budget for Life of the Contract: \$274,597.67

20. Requesting Agency: Mississippi Department of Education

Supplier: Questar Assessment, Inc.

Contract #: 8200019248

Term: 09/16/2015 – 06/30/2019

Modification

Total Value: \$9,599,598.00

\$0.00

Summary of Request: The term of the contract remains four years with six optional one-year renewals. Section 27-104-7(2)(I) of the Mississippi Code Annotated allows the State Board of Education to enter into contractual agreements for student assessment for a period up to ten years. Modification Four has been submitted to revise the following Modification Three clauses and attachments: updates the Priority clause and modifies the Liquidated Damages clause and Liquidated Damages Rubric (Attachment 19). All other terms and conditions of the original contract will remain the same. The Contractor administers the alternate assessments for students with Significant Cognitive Disabilities (hereinafter "SCD"), which is known as the Mississippi Academic Assessment Program - Alternate for English Language Arts and Mathematics, Grades 3 through 8; Science, Grades 5 and 8; and High School Algebra I, English II, and Biology I. The Agency is required to provide a custom alternate assessment based on alternative academic achievement standards for students with SCD, who by nature of their disability cannot access the general education standards pursuant to the Individuals with Disabilities Education Act, Section 300.160.C, and the Elementary and Secondary Education Act. The Contractor was originally selected through an RFP.

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: \$17,615,373.00

21. Requesting Agency: Mississippi Department of Education

Supplier: Questar Assessment, Inc.

Contract #: 8200018500

Term: 07/01/2015 – 06/30/2019

Modification

Total Value: \$43,360,976.60

\$0.00

Summary of Request: The term of the contract remains four years with six optional one-year renewals. Section 27-104-7(2)(l) of the Mississippi Code Annotated allows the State Board of Education to enter into contractual agreements for student assessment for a period up to ten years. Modification Four has been submitted to revise the following Modification Three clauses and attachments: updates the Priority clause and modifies the Liquidated Damages clause and Liquidated Damages Rubric (Attachment 21). All other terms and conditions of the original contract remain the same. The Contractor provides programmatic, technical, and psychometric activities for the ELA and Mathematics Grades 3 through 8 Assessments, End of Course Assessments in Algebra I and English II, and cost options for the Geometry and Algebra II Assessments, which are aligned with the 2016 Mississippi College and Career Readiness Standards for ELA and Mathematics. The services provided include the design and management of assessment programs, development of new items (questions) and forms (tests). The Contractor is responsible for the on-line delivery of tests as well as processing, scoring, and reporting of tests. The Contractor also offers re-testing opportunities for students who do not receive a passing score. The Contractor was originally selected through an RFP.

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: \$133,717,267.00

22. Requesting Agency: Mississippi Department of Corrections

Supplier: New Way Mississippi, Inc.

Contract #: 8200022161

Term: 01/01/2016 – 03/31/2019

Total Value: \$1,177,240.00

**Renewal
(\$1,012,760.00)**

Summary of Request: The original term of the contract remains three years with two optional one-year renewals. Amendment One exercises the first optional one-year renewal for a three-month period. The Contractor provides transitional housing for individuals released from the care and custody of MDOC. The transitional housing program includes alcohol and drug counseling and assists ex-offenders with re-entering society. Each ex-offender's stay is between four month and six months. However, the Contractor aggressively assists residents to secure employment and move to a more permanent housing location. The maximum number of housed ex-offenders cannot exceed one hundred, consisting of seventy-five male and twenty-five female residents. The Contractor has nine housing locations in Jackson and one location in McComb. The rate remains \$20.00 per day per ex-offender, but no more than \$620.00 per month per resident. Although incorrectly labeled an IFB, the Contractor was originally selected through an RFP (subjective criteria was used), which resulted in the award of two contracts as a result of the need. The original contract was approved at the December 15, 2015 PSCR meeting. Amendment One updates the Procurement Regulations, E-Payment, Representation Regarding Gratuities, and Approval 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 as requested.

Projected Budget for Life of the Contract: \$3,650,000.00

23. Requesting Agency: Mississippi Department of Corrections

Supplier: Crossroads Outreach Ministries, Inc.

Contract #: 8200022162

Term: 01/01/2016 – 03/31/2019

Total Value: \$336,880.00

**Renewal
(\$101,120.00)**

Summary of Request: The original term of the contract remains three years with two optional one-year renewals. Amendment One exercises the first optional one-year renewal for a three-month period. The Contractor provides transitional housing for individuals released from the care and custody of MDOC. The transitional housing program includes alcohol and drug counseling and assists ex-offenders with re-entering society. Each ex-offender's stay is between four month and six months. However, the Contractor aggressively assists residents to secure employment and move to a more permanent housing location. The maximum number of housed ex-offenders cannot exceed twenty female residents located in Canton. The rate remains \$20.00 per day per ex-offender, but no more than \$620.00 per month per resident. Although incorrectly labeled an IFB, the Contractor was originally selected through an RFP (subjective criteria was used), which resulted in the award of two contracts as a result of the need. The original contract was approved at the December 15, 2015 PSCRB meeting. Amendment One updates the Procurement Regulations, E-Payment, Representation Regarding Gratuities, and Approval 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 as requested.

Projected Budget for Life of the Contract: \$730,000.00

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 Agency: Mississippi Department of Child Protection Services

Supplier: Methodist Children's Home of Mississippi, Inc.

Contract #: 8200042239*

Term: 10/01/2018 – 06/30/2019

Total Value: 1,089,876.00

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child's

permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Therapeutic Group Home Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4). *This contract number was inadvertently used to input two separate contracts, the agency has been advised to split the contracts and enter one as a new contract with a new contract number.

2. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Methodist Children's Home of Mississippi, Inc.

Contract #: 8200042239*

Term: 10/01/2018 – 06/30/2019

Total Value: \$2,874,220.00

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child's permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Therapeutic Foster Care Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4). *This contract number was inadvertently used to input two separate contracts, the agency has been advised to split the contracts and enter one as a new contract with a new contract number.

3. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Rehabilitation Center, Inc. d/b/a Millcreek of Pontotoc

Contract #: 8200042252

Term: 10/01/2018 – 06/30/2019

Total Value: \$2,723,175.00

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child's permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18

respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Therapeutic Group Home Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

4. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Apelah, Inc.

Contract #: 8200042232

Term: 10/01/2018 – 06/30/2019

Total Value: \$2,719,863.00

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child's permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Therapeutic Foster Care Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7- 13.

5. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Southern Christian Services for Children & Youth

Contract #: 8200042234*

Term: 10/01/2018 – 06/30/2019

Total Value: \$1,904,693.00

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child's permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Therapeutic Group Home Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4). *This contract number was inadvertently used to input two separate contracts, the agency has been advised to split the contracts and enter one as a new contract with a new contract number.

6. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Southern Christian Services for Children & Youth

Contract #: 8200042234*

Term: 10/01/2018 – 06/30/2019

Total Value: \$764,400.00

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child's permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Therapeutic Foster Care Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4). *This contract number was inadvertently used to input two separate contracts, the agency has been advised to split the contracts and enter one as a new contract with a new contract number.

7. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Rehabilitation Centers, Inc. d/b/a Millcreek

Contract #: 8200042251

Term: 10/01/2018 – 06/30/2019

Total Value: \$1,446,570.06

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child's permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Therapeutic Group Home Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

8. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Hope Village for Children

Contract #: 8200042240

Term: 10/01/2018 – 06/30/2019

Total Value: \$1,327,533.00

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child's permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Therapeutic Group Home Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

9. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Catholic Charities, Inc.

Contract #: 8200042228

Term: 10/01/2018 – 06/30/2019

Total Value: \$867,059.00

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child's permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Group Home Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

10. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Christians in Action, Inc.

Contract #: 8200042235

Term: 10/01/2018 – 06/30/2019

Total Value: \$481,801.32

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services as a short-term interim placement resource in a 45-day maximum period in accordance with the "2nd Modified Mississippi Settlement Agreement and Reform Plan". The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement

types. However, this Contractor will provide Emergency Shelter Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

11. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Faith Haven, Inc.

Contract #: 8200042250

Term: 10/01/2018 – 06/30/2019

Total Value: \$481,801.32

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services as a short-term interim placement resource in a 45-day maximum period in accordance with the “2nd Modified Mississippi Settlement Agreement and Reform Plan”. The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Emergency Shelter Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

12. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Hope Village for Children

Contract #: 8200042241

Term: 10/01/2018 – 06/30/2019

Total Value: \$481,801.32

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services as a short-term interim placement resource in a 45-day maximum period in accordance with the “2nd Modified Mississippi Settlement Agreement and Reform Plan”. The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Emergency Shelter Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

13. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Mississippi Children's Home Society Cares Center, Inc.

Contract #: 8200042237

Term: 10/01/2018 – 06/30/2019

Total Value: \$449,109.57

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child's permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental

problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Therapeutic Foster Care Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

14. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Hancock County Human Resources

Contract #: 8200042242

Term: 10/01/2018 – 06/30/2019

Total Value: \$401,501.10

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services as a short-term interim placement resource in a 45-day maximum period in accordance with the “2nd Modified Mississippi Settlement Agreement and Reform Plan”. The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Emergency Shelter Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

15. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Mississippi Children’s Home Society Cares Center, Inc.

Contract #: 8200042231

Term: 10/01/2018 – 06/30/2019

Total Value: \$401,501.10

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services as a short-term interim placement resource in a 45-day maximum period in accordance with the “2nd Modified Mississippi Settlement Agreement and Reform Plan”. The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Emergency Shelter Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

16. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Sally Kate Winters Family Services

Contract #: 8200042253

Term: 10/01/2018 – 06/30/2019

Total Value: \$322,377.00

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services as a short-term interim placement resource in a 45-day maximum period in accordance with the “2nd Modified Mississippi Settlement Agreement and Reform Plan”. The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Emergency Shelter Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

17. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: Sunnybrook Children’s Home, Inc.

Contract #: 8200042230

Term: 10/01/2018 – 06/30/2019

Total Value: \$232,966.80

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child’s permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. However, this Contractor will provide Group Home Services. The agency was not required to request a Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

18. DCPS Agency: Mississippi Department of Child Protection Services

Supplier: The Berean Children’s Home, Inc.

Contract #: 8200042233

Term: 10/01/2018 – 06/30/2019

Total Value: \$225,907.20

Purpose of the Contract: The term of the contract is nine months with four optional renewals, not to extend past June 30, 2022. The contractor will provide comprehensive residential services, therapeutic support, behavioral intervention and other services identified in a child’s permanency plan for children with moderate clinical and behavioral needs to children ages birth to twenty (20) years with at least moderate emotional, behavioral, medical, developmental problems, or other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSMV-TR). The contractor was selected through an RFP with 18 respondents and resulted in the award of 18 contracts to 16 entities. MDCPS Comprehensive Residential Services encompasses a range of four (4) placement types: emergency shelter, group home, therapeutic foster home, and therapeutic group home, and the RFP allowed for multiple awards for all four (4) placement types. The agency was not required to request a

Petition for Relief from competitive bidding requirements, as allowed by Miss. Code Annotated § 31-7-403(4).

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.

E. OPSCR Staff Approvals Reported to the Board

F. OPSCR Director's Report

VII. Proposed Dates for 2019 Meetings and Submission Deadlines

Future Meeting Dates

Wednesday, January 9, 2019

Wednesday, February 6, 2019

Wednesday, March 6, 2019

Wednesday, April 3, 2019

Wednesday, May 1, 2019

Wednesday, June 5, 2019

Wednesday, July 10, 2019

Wednesday, August 7, 2019

Wednesday, September 4, 2019

Wednesday, October 2, 2019

Wednesday, November 6, 2019

Wednesday, December 4, 2019

Future Submission Deadlines

Wednesday, December 5, 2019 (Wednesday, January 9, 2019)

Wednesday, January 9, 2019 (Wednesday, February 6, 2019)

Wednesday, February 6, 2019 (Wednesday, March 6, 2019)

Wednesday, March 6, 2019 (Wednesday, April 3, 2019)

Wednesday, April 3, 2019 (Wednesday, May 1, 2019)

Wednesday, May 1, 2019 (Wednesday, June 5, 2019)

Wednesday, June 5, 2019 (Wednesday, July 10, 2019)

Wednesday, July 10, 2019 (Wednesday, August 7, 2019)

Wednesday, August 7, 2019 (Wednesday, September 4, 2019)
Wednesday, September 4, 2019 (Wednesday, October 2, 2019)
Wednesday, October 2, 2019 (Wednesday, November 6, 2019)
Wednesday, November 6, 2019 (Wednesday, December 4, 2019)
Wednesday, December 4, 2019 (January 2020)

Staff Recommendation: Adoption of the proposed dates and authorization of posting on PPRB website.

VIII. Consideration of Protest Appeals

- A. Appeal By Evoqua Water Technologies LLC
- B. Appeal By Ovivo USA, LLC
- C. Response to Appeals By West Rankin Utility Authority

Staff Recommendation: Upon review of the protests and in consultation with the Attorney General's Office, we recommend dismissal of the protests on the grounds that the PPRB has no appellate purview over protests of procurements made by governing authorities. Accordingly, we recommend authorizing the Attorney General to inform the Appellants of the Board's dismissal in writing.

IX. Annual Report to Legislature

Miss. Code Ann. § 31-7-407(4) requires the DFA to monitor agency websites and the Mississippi Procurement Portal to ensure that agencies are posting notice of pending procurements through Requests for Proposals or Requests for Qualifications and to report its findings to the Chairs of the House of Representatives and Senate Accountability, Efficiency and Transparency Committees and House of Representatives and Senate Appropriations Committees by December 31 of each year.

Staff Recommendation: Authorization of filing of the Report as proposed.

X. Adjournment

Attachment A

OPTFM

MDHS Representative Contract



**STATE OF MISSISSIPPI
MS DEPT OF HUMAN SERVICES**

VENDOR INFORMATION

Vendor Number : 3100005553

Vendor :

TOSHIBA AMERICA BUSINESS SOLUTIONS
TOSHIBA BUSINESS SOLUTIONS
371 HIGHLAND COLONY PARKWAY
RIDGELAND MS 39157

Contact Name : TOSHIBA AMERICA BUSINESS
SOL TOSHIBA AMERICA BUSINESS SOL

Tel Number :

Fax Number :

Email :

sandra.martinez@tabs.toshiba.com

CONTRACT INFORMATION

Contract Number : 8200042287
Agency Contract Identifier : 1651-19-C-CNTR-00051
Contract Type : Purchasing (General)
Contract Description : N/A
Contract Valid Dates : 10/01/2018 - 09/30/2021
Total Value : 74,416.00
Distributors : None
Delivery Days : 0

SHIPPING ADDRESS

MS DEPT OF HUMAN SERVICES
1651-MS DEPT OF HUMAN SERVICES
750 N STATE ST.
JACKSON MS 39202-3033

BUYER INFORMATION

Contact Person : Latavia Coleman
Telephone :
Fax :
E-mail : LATAVIA Coleman@MDHS.MS.GOV

Supplier Text :

AGENCY COPIER RENTAL AGREEMENT: 10/12018- 09/30/2021

Notice to Vendor :

AGENCY COPIER RENTAL AGREEMENT: 10/12018- 09/30/2021

| Item | Qty | Unit | Price Per Unit | Description | Delivery / Required Date |
|------|--------|-----------|-------------------------------------|---|--------------------------|
| | | Retention | Product Number/ Supplier Product | Discount | Amount |
| # 1 | 36.000 | AU | \$ 202.00 | COPIER RENTAL AGREEMENT FOR ATALLA CTY | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 7,272.00 |
| # 2 | 0.000 | AU | \$ 0.00 | COST PER COPY B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |
| # 3 | 36.000 | AU | \$ 202.00 | COPIER RENTAL AGREEMENT FOR CARROLL CTY | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 7,272.00 |
| # 4 | 0.000 | AU | \$ 0.00 | COST PER COPY B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |
| # 5 | 36.000 | AU | \$ 350.00 | COPIER RENTAL AGREEMENT FOR DESOTO CTY | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 12,600.00 |
| # 6 | 0.000 | AU | \$ 0.00 | COST PER COPY B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |

| | |
|---|--|
| Contract number : 8200042287 | Vendor : TOSHIBA AMERICA BUSINESS SOLUTIONS |
| Contract Type : Purchasing (General) | Agency Contract ID : 1651-19-C-CNTR-00051 |

| Item | Qty | Unit | Price Per Unit | Description | Delivery / Required Date |
|------|--------|-----------|-------------------------------------|---|--------------------------|
| | | Retention | Product Number/ Supplier Product | Discount | Amount |
| # 7 | 36.000 | AU | \$ 202.00 | COPIER RENTAL AGREEMENT FOR FORREST CTY | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 7,272.00 |
| # 8 | 0.000 | AU | \$ 0.00 | COST PER COPY B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between Mississippi Dept. of Human Services (hereinafter referred to as Customer), and TOSHIBA AMERICA BUSINESS SOLUTIONS-MISSISSIPPI dba Toshiba Business Solutions, USA (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer 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 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. **COPY CREDITS:** If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. **USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. **MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**

A. **SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. **HOLD HARMLESS:** To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement 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 Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

For the Customer:

Name Toshiba Business Solutions
Title Michael McQuaid, Manager
Address 371 Highland Colony Pkwy
City, State, & Zip Code Ridgeland, MS. 39157

Mississippi Dept. of Human Services
CFO, Director Budgets & Accounting
P.O. Box 352
City, State, & Zip Code Jackson, MS 39205

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement 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. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor 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 Annotated (Supp 2008), 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 Vendor 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 Customer. The Vendor 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 Vendor to the following: (1) termination of this Agreement 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 Vendor 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 Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, 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 Agreement 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 Agreement is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor 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>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer 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, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 27th day of August, 2018.

Vendor: Toshiba Business Solutions


By: 
Authorized Signature

Printed Name: Michael McQuaid

Title: Regional Manager

Witness my signature this the 5th day of SEPTEMBER, 2018.

Customer: Mississippi Dept. of Human Services

By: 
Authorized Signature

Printed Name: LUCRETIA TRIBUNE

Title: CFO, Director of Budgets & Accounting

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI AGENCIES AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200038146

Vendor Company Name: Toshiba Business Solutions

Customer Agency Name: Mississippi Dept. of Human Services

Bill to Address: PO Box 352 Jackson, MS 39205

Ship to Address:

| |
|--|
| MDHS Desoto County Child Protection Services 3246 Hwy 51 S. Suite 2 Hernando, MS Contact: Teresa Fleming 662-469-8012 or Lashanda Fezell 601-359-4390 |
|--|

| <u>Description of Equipment, Software, or Services</u> | <u>Price</u> |
|--|--------------|
| E-Studio 6508A | \$277.00 |
| 50 Sheet Finisher | \$ 46.00 |
| Hole Punch | \$ 9.00 |
| Fax Kit | \$ 18.00 |
| Next Gen 120v-15 Amp Surge Protector | Included |
| Digital Print Network Connect copy/Print | Included |
| Total: | \$350.00 |

Delivery Schedule and Installation Date: August 28, 2018

Rental Term: (Number of Months) 36 Mo.
Start Date: Oct 1, 2018
End Date: Sept. 30, 2021 LC

Modifications: Rental includes all service and supplies except Paper (Staples included)
Per print/Copy charges billed black copies @ \$0.006 - New Placement



Vendor Signature



Customer Signature

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT OF RENTAL AGREEMENT

This Notice and Acknowledgement of Assignment of Rental Agreement ("Assignment Acknowledgement") is delivered by Mississippi Department of Human Services ("Customer") and **TOSHIBA AMERICA BUSINESS SOLUTIONS-MISSISSIPPI dba Toshiba Business Solutions, USA**("Vendor") pursuant to Section 13 of the Rental Agreement for Use by Mississippi Departments and Vendors, dated on or about, 2018, between Customer and Vendor (hereinafter, the "Agreement").

NOTICE: Vendor hereby gives notice to Customer that Vendor intends to assign, for collateral security purposes, all of Vendor's right, title and interest (but not its obligations) in and to the Agreement and the underlying equipment to (). Notwithstanding such assignment, Vendor shall remain obligated to perform its obligations to Customer under the Agreement. Customer acknowledges receipt of this Assignment Acknowledgement and hereby consents to the assignment of the Agreement to

In order to accommodate Customer's billing requirements, unless Customer is notified otherwise by Toshiba America Business Solutions-MS dba Toshiba Business Solutions, USA, Vendor will invoice Customer for the periodic amounts owed under the Agreement on behalf. Notwithstanding the foregoing, no amendment or other modification of the Agreement shall be effective unless such amendment or modification is agreed to by in writing.

Accepted and agreed to this 30th day of August, 2018.

VENDOR

By 

Name: Michael McQuaid

Title: Regional Manager

CUSTOMER

By: 

Name: LUCRETIA TALSONE

Title: CFO

Federal Tax ID#: 064-6000-807

| | | | | |
|-------------------------------|--|--|-----------------------|-----------------|
| Toshiba Quote for MDHS | | | Brand: Toshiba | 5/1/2018 |
|-------------------------------|--|--|-----------------------|-----------------|

| Toshiba State Contract | | Retail | Purchase | % | Rental Program - Monthly Rates | | | |
|--|--|--------|----------|-------------|--------------------------------|-------------------------|--------------|--------|
| Copier Model | Item Description | Price | Price | of Discount | 24 Mo. | 36 Mo. | 48 Mo. | 60 Mo. |
| e-STUDIO5508A | 55 PPM Digital Copier w/ DSDf | | | | | | | |
| e-STUDIO6508A | 65 PPM Digital Copier w/ DSDf | | | | | \$277 | | |
| e-STUDIO7508A | 75 PPM Digital Copier w/ DSDf | | | | | | | |
| e-STUDIO8508A | 85 PPM Digital Copier w/ DSDf | | | | | | | |
| MP2502 | 2500 Sheet Large Capacity Feeder | | | | | | | |
| MJ1111 | 50 Sheet Stapling Finisher | | | | | \$46 | | |
| MJ1112 | Saddle Stitch Finisher | | | | | | | |
| KA6551 | Side Exit Tray | | | | | | | |
| MJ6106N | Hole Punch Unit for MJ1111 & MJ1112 | | | | | \$9 | | |
| KN1103 | Finisher Rail | | | | | | | |
| GQ1280 | Coin Controller Harness Kit | | | | | | | |
| PWRFLTR-XGPCS20D | Next Gen PCS Power Filter, 120V-20 AMPS | | | | | Incl | | |
| PWRFLTR-EV12020 | ESP enVision Adv Diagnostic | | | | | | | |
| PWRFLTR-D5143NT | 120/20 AMP power filter (2 RECEPT.) | | | | | | | |
| PWRFLTR-D114Z6T | Surge 120/20 Standalone | | | | | | | |
| PWRFLTR-XGPCSIC1 | Interface Cable for all ESP XG PCS and EV series Power Filters | | | | | | | |
| CONNECTIVITY OPTIONS | | | | | | | | |
| GN4020 | Wireless LAN/Bluetooth Module | | | | | | | |
| GR9000 | Bluetooth Keyboard | | | | | | | |
| GR1250 | Accessory Tray (Keyboard Shelf) | | | | | | | |
| GR1260 | Panel 10 Key Option | | | | | | | |
| GR1270 | USB Hub | | | | | | | |
| GR1290 | Card Reader Holder (Requires GR1270) | | | | | | | |
| GS1010 | Meta Scan Enabler for e-CONNECT | | | | | | | |
| GB1280V8 | Re-Rite Software | | | | | | | |
| GS1080 | Embedded OCR Enabler 1 License | | | | | | | |
| GS1085 | Embedded OCR Enabler 5 Licenses | | | | | | | |
| GS1090 | Multi-Station Print Enabler 1 License | | | | | | | |
| GS1095 | Multi-Station Print Enabler 5 Licenses | | | | | | | |
| GS1007 | Unicode Font Enabler | | | | | | | |
| CP1080 | IPSEC Enabler | | | | | | | |
| GB1600 | e-BRIDGE Fleet Management System V6 | | | | | | | |
| FAX OPTIONS | | | | | | | | |
| GD1370 | Fax Unit / 2nd Line Fax Unit | | | | | \$18 | | |
| *All copies bill @ .006 each to include maintenance and supplies (except paper). | | | | | | | | |
| Michael McQuaid - Regional Manager | | | | | | 36 Month Rental: | \$350 | |

Michael McQuaid

| | | | | |
|-------------------------------|--|--|----------------|----------|
| State of Mississippi Contract | | | Brand: Toshiba | 5/1/2018 |
|-------------------------------|--|--|----------------|----------|

| Toshiba State Contract | | Retail | Purchase | % | Rental Program - Monthly Rates | | | |
|---|--|----------|----------|-------------|--------------------------------|--------|--------|--------|
| Copier Model | Item Description | Price | Price | of Discount | 24 Mo. | 36 Mo. | 48 Mo. | 60 Mo. |
| e-STUDIO5508A | 55 PPM Digital Copier w/ DSDF | \$24,176 | \$6,528 | 73.00% | \$343 | \$242 | \$193 | \$163 |
| e-STUDIO6508A | 65 PPM Digital Copier w/ DSDF | \$29,376 | \$7,585 | 74.18% | \$398 | \$281 | \$224 | \$190 |
| e-STUDIO7508A | 75 PPM Digital Copier w/ DSDF | \$35,154 | \$8,736 | 75.15% | \$459 | \$323 | \$258 | \$218 |
| e-STUDIO8508A | 85 PPM Digital Copier w/ DSDF | \$43,222 | \$10,266 | 76.25% | \$539 | \$380 | \$303 | \$257 |
| MP2502 | 2500 Sheet Large Capacity Feeder | \$1,783 | \$787 | 55.87% | \$41 | \$29 | \$23 | \$20 |
| MJ1111 | 60 Sheet Stapling Finisher | \$3,201 | \$1,232 | 61.51% | \$65 | \$46 | \$36 | \$31 |
| MJ1112 | Saddle Stitch Finisher | \$4,897 | \$2,117 | 56.77% | \$111 | \$78 | \$62 | \$53 |
| KA6551 | Slide Exit Tray | \$58 | \$49 | 14.97% | \$3 | \$2 | \$1 | \$1 |
| MJ6108N | Hole Punch Unit for MJ1111 & MJ1112 | \$811 | \$255 | 68.58% | \$13 | \$9 | \$8 | \$6 |
| KN1103 | Finisher Rail | \$84 | \$25 | 70.00% | \$1 | \$1 | \$1 | \$1 |
| GQ1280 | Coin Controller Harness Kit | \$83 | \$29 | 64.58% | \$2 | \$1 | \$1 | \$1 |
| PWRFLTR-XGPCS20D | Next Gen PCS Power Filter, 120V-20 AMPS | \$1,173 | \$155 | 86.75% | \$8 | \$6 | \$5 | \$4 |
| PWRFLTR-EV12020 | ESP enVision Adv Diagnostic | \$1,235 | \$213 | 82.77% | \$11 | \$8 | \$6 | \$5 |
| PWRFLTR-D5143NT | 120/20 AMP power filter (2 RECEPT.) | \$1,170 | \$116 | 90.05% | \$6 | \$4 | \$3 | \$3 |
| PWRFLTR-D114Z6T | Surge 120/20 Standalone | \$941 | \$102 | 89.15% | \$5 | \$4 | \$3 | \$3 |
| PWRFLTR-XGPCSIC1 | Interface Cable for all ESP XG-PCS and EV series Power Filters | \$100 | \$35 | 65.00% | \$2 | \$1 | \$1 | \$1 |
| CONNECTIVITY OPTIONS | | | | | | | | |
| GN4020 | Wireless LAN/Bluetooth Module | \$629 | \$228 | 63.72% | \$12 | \$8 | \$7 | \$6 |
| GR9000 | Bluetooth Keyboard | \$99 | \$41 | 58.99% | \$2 | \$2 | \$1 | \$1 |
| GR1250 | Accessory Tray (Keyboard Shelf) | \$99 | \$41 | 58.99% | \$2 | \$2 | \$1 | \$1 |
| GR1260 | Panel 10 Key Option | \$99 | \$41 | 58.99% | \$2 | \$2 | \$1 | \$1 |
| GR1270 | USB Hub | \$109 | \$50 | 53.76% | \$3 | \$2 | \$1 | \$1 |
| GR1290 | Card Reader Holder (Requires GR1270) | \$99 | \$41 | 58.99% | \$2 | \$2 | \$1 | \$1 |
| GS1010 | Meta Scan Enabler for e-CONNECT | \$524 | \$281 | 46.30% | \$15 | \$10 | \$8 | \$7 |
| GB1280V8 | Re-Rite Software | \$2,999 | \$469 | 84.36% | \$25 | \$17 | \$14 | \$12 |
| GS1080 | Embedded OCR Enabler 1 License | \$775 | \$336 | 56.85% | \$18 | \$12 | \$10 | \$8 |
| GS1085 | Embedded OCR Enabler 5 Licenses | \$2,995 | \$1,625 | 45.73% | \$85 | \$60 | \$48 | \$41 |
| GS1090 | Multi-Station Print Enabler 1 License | \$195 | \$83 | 57.64% | \$4 | \$3 | \$2 | \$2 |
| GS1095 | Multi-Station Print Enabler 5 Licenses | \$695 | \$315 | 54.68% | \$17 | \$12 | \$9 | \$8 |
| GS1007 | Unicode Font Enabler | \$275 | \$245 | 10.91% | \$13 | \$9 | \$7 | \$6 |
| GP1080 | IPSEC Enabler | \$799 | \$399 | 50.06% | \$21 | \$15 | \$12 | \$10 |
| GB1600 | e-BRIDGE Fleet Management System V6 | \$299 | \$251 | 16.19% | \$13 | \$9 | \$7 | \$6 |
| FAX OPTIONS | | | | | | | | |
| GD1370 | Fax Unit / 2nd Line Fax Unit | \$1,025 | \$498 | 51.38% | \$26 | \$18 | \$15 | \$12 |
| *All copies bill @ .01 each to include maintenance and supplies (except paper and staples). | | | | | | | | |

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between Mississippi Dept. of Human Services (hereinafter referred to as Customer), and TOSHIBA AMERICA BUSINESS SOLUTIONS-MISSISSIPPI dba Toshiba Business Solutions, USA (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer 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 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement 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 Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

For the Customer:

Name Toshiba Business Solutions
Title Michael McQuaid, Manager
Address 371 Highland Colony Pkwy
City, State, & Zip Code Ridgeland, MS. 39157

Mississippi Dept. of Human Services
CFO, Director Budgets & Accounting
P.O. Box 352
City, State, & Zip Code Jackson, MS 39205

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement 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. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor 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 Annotated (Supp 2008), 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 Vendor 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 Customer. The Vendor 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 Vendor to the following: (1) termination of this Agreement 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 Vendor 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 Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.


30. **TRANSPARENCY:** This Agreement, 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 Agreement 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 Agreement is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor 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>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer 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, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 27th day of August, 2018.

Vendor: Toshiba Business Solutions

By: 


Authorized Signature

Printed Name: Michael McQuaid

Title: Regional Manager

Witness my signature this the 5th day of SEPTEMBER, 2018.

Customer: Mississippi Dept. of Human Services

By: 

Authorized Signature

Printed Name: LIXRETA TRIBUNE

Title: CFO, Director of Budgets & Accounting

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI AGENCIES AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200038146

Vendor Company Name: Toshiba Business Solutions

Customer Agency Name: Mississippi Dept. of Human Services

Bill to Address: PO Box 352 Jackson, MS 39205

Ship to Address:

| |
|---|
| MDHS Forrest County Child Protection Services 1604 W. Pine St. Hattiesburg, MS Contact: Norma Carson 601-826-7168 or Lashanda Feazell 601-359-4390 |
|---|

| Description of Equipment, Software, or Services | Price |
|---|----------|
| E-Studio 4508A | \$114.00 |
| 300 Sheet DSF | \$ 25.00 |
| 50 Sheet Finisher | \$ 31.00 |
| Bridge Kit | \$ 4.00 |
| 550 Sheet Paper Feed Pedestal | \$ 10.00 |
| Fax Kit | \$ 18.00 |
| Next Gen 120v-15 Amp Surge Protector | Included |
| Digital Print Network Connect copy/Print | Included |
| Total: | \$202.00 |

Delivery Schedule and Installation Date:

| |
|-----------------|
| August 28, 2018 |
|-----------------|

Rental Term: (Number of Months)

| |
|--------|
| 36 Mo. |
|--------|

Start Date:

| |
|-------------|
| Oct 1, 2018 |
|-------------|

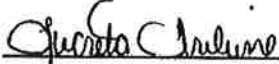
End Date:

| |
|--------------------------|
| Sept. 30, 2021 <i>LC</i> |
|--------------------------|

Modifications: Rental includes all service and supplies except Paper (Staples included)
Per print/Copy charges billed black copies @ \$0.006 - New Placement



Vendor Signature



Customer Signature

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT OF RENTAL AGREEMENT

This Notice and Acknowledgement of Assignment of Rental Agreement ("Assignment Acknowledgement") is delivered by Mississippi Department of Human Services ("Customer") and **TOSHIBA AMERICA BUSINESS SOLUTIONS-MISSISSIPPI dba Toshiba Business Solutions, USA** ("Vendor") pursuant to Section 13 of the Rental Agreement for Use by Mississippi Departments and Vendors, dated on or about, 2018, between Customer and Vendor (hereinafter, the "Agreement").

NOTICE: Vendor hereby gives notice to Customer that Vendor intends to assign, for collateral security purposes, all of Vendor's right, title and interest (but not its obligations) in and to the Agreement and the underlying equipment to (). Notwithstanding such assignment, Vendor shall remain obligated to perform its obligations to Customer under the Agreement. Customer acknowledges receipt of this Assignment Acknowledgement and hereby consents to the assignment of the Agreement to

In order to accommodate Customer's billing requirements, unless Customer is notified otherwise by Toshiba America Business Solutions-MS dba Toshiba Business Solutions, USA, Vendor will invoice Customer for the periodic amounts owed under the Agreement on behalf. Notwithstanding the foregoing, no amendment or other modification of the Agreement shall be effective unless such amendment or modification is agreed to by in writing.

Accepted and agreed to this 30th day of August, 2018.


VENDOR

By: 

Name: Michael McQuaid

Title: Regional Manager

CUSTOMER

By: 

Name: LUMAETA TRIBUNE

Title: CFO

Federal Tax ID#: 064-6000-807

| | | | | |
|-------------------------------|--|--|----------------|----------|
| Toshiba Quote for MDHS | | | Brand: Toshiba | 5/1/2018 |
|-------------------------------|--|--|----------------|----------|

| Toshiba State Contract | | Retail | Purchase | % | Rental Program - Monthly Rates | | | |
|--|--|--------|----------|-------------|--------------------------------|----------|--------|--------|
| Copier Model | Item Description | Price | Price | of Discount | 24 Mo. | 36 Mo. | 48 Mo. | 60 Mo. |
| e-STUDIO4508A | 45 PPM Digital Copier | | | | | \$114 | | |
| e-STUDIO5008A | 50 PPM Digital Copier | | | | | | | |
| MR3031 | 100-Sheet RADF | | | | | | | |
| MR4000 | 300-Sheet DADF | | | | | \$25 | | |
| KA5005PC | Platen Cover | | | | | | | |
| MJ1042 | Inner Finisher | | | | | | | |
| MJ1109 | Console Finisher w/ Stapling | | | | | \$31 | | |
| MJ1110 | Finisher - Saddle Stitch | | | | | | | |
| KN5005 | Bridge Kit (Required with MJ1109/1110) | | | | | \$4 | | |
| MJ5014 | Job Separator (eS2008A-3008A) | | | | | | | |
| MJ5015 | Job Separator (eS3508A-5008A) | | | | | | | |
| MJ6011 | Hole Punch for MJ1042 | | | | | | | |
| MJ6105 | Hole Punch (for MJ1109 & MJ1110) | | | | | | | |
| KD1058 | 550 Sheet Paper Feed Pedestal | | | | | \$10 | | |
| MY1048 | 550-Sheet Drawer | | | | | | | |
| MY1049 | Envelope Drawer Module | | | | | | | |
| KD1059LT | 2000 Sheet Large Capacity Feeder | | | | | | | |
| KK5005 | Work Tray | | | | | | | |
| GQ1280 | Harness Kit for Coin Controller | | | | | | | |
| PWRFLTR-XGPCS16D | Next Gen PCS Power Filter, 120V-15 AMPS | | | | | Included | | |
| PWRFLTR-EV12015 | ESP enVision diagnostic power conditioning system | | | | | | | |
| PWRFLTR-D5133NT | 120/15A power filter & network (2 RECEPT.) | | | | | | | |
| PWRFLTR-D113Z6T | Surge 120/15 Standalone | | | | | | | |
| PWRFLTR-XGPCSIC1 | Interface Cable for all ESP XG-PCS and EV series Power Filters | | | | | | | |
| STAND5005 | Stand | | | | | | | |
| CONNECTIVITY OPTIONS | | | | | | | | |
| GN4020 | Wireless LAN/Bluetooth Module | | | | | | | |
| GR9000 | Bluetooth Keyboard | | | | | | | |
| GR1250 | Accessory Tray (Keyboard Shelf) | | | | | | | |
| GR1260 | Panel 10 Key Option | | | | | | | |
| GR1270 | USB Hub | | | | | | | |
| GR1290 | Card Reader Holder (Requires GR1270) | | | | | | | |
| GS1010 | Meta Scan Enabler for e-CONNECT | | | | | | | |
| GB1280V8 | Re-Rite Software | | | | | | | |
| GS1080 | Embedded OCR Enabler 1 License | | | | | | | |
| GS1085 | Embedded OCR Enabler 5 Licenses | | | | | | | |
| GS1090 | Multi-Station Print Enabler 1 License | | | | | | | |
| GS1095 | Multi-Station Print Enabler 5 Licenses | | | | | | | |
| GS1007 | Unicode Font Enabler | | | | | | | |
| GP1080 | IPSEC Enabler | | | | | | | |
| GB1600 | e-BRIDGE Fleet Management System V6 | | | | | | | |
| FAX OPTIONS | | | | | | | | |
| GD1370 | Fax Unit / 2nd Line Fax Unit | | | | | \$18 | | |
| *All copies bill @ .006 each to include maintenance and supplies (except paper and staples). | | | | | | | | |
| Michael McQuaid - Regional Manager | | | | | 36 Month Rental: | \$202 | | |

Michael McQuaid

| | | | | |
|-------------------------------|--|--|----------------|----------|
| State of Mississippi Contract | | | Brand: Toshiba | 5/1/2018 |
|-------------------------------|--|--|----------------|----------|

| Toshiba State Contract | | Retail | Purchase | % | Rental Program - Monthly Rates | | | |
|---|--|----------|----------|----------|--------------------------------|--------|--------|--------|
| Copier Model | Item Description | Price | Price | Discount | 24 Mo. | 36 Mo. | 48 Mo. | 60 Mo. |
| e-STUDIO3508A | 35 PPM Digital Copier | \$11,302 | \$2,918 | 74.19% | \$153 | \$108 | \$86 | \$73 |
| e-STUDIO4508A | 45 PPM Digital Copier | \$13,768 | \$3,580 | 74.00% | \$188 | \$132 | \$106 | \$89 |
| e-STUDIO5008A | 50 PPM Digital Copier | \$15,298 | \$4,880 | 68.10% | \$256 | \$181 | \$144 | \$122 |
| MR3031 | 100-Sheet RADF | \$1,675 | \$456 | 72.75% | \$24 | \$17 | \$13 | \$11 |
| MR4000 | 300-Sheet DSDF | \$2,283 | \$706 | 68.81% | \$37 | \$26 | \$21 | \$18 |
| KA5005PC | Platen Cover | \$47 | \$21 | 55.32% | \$1 | \$1 | \$1 | \$1 |
| MJ1042 | Inner Finisher | \$1,760 | \$729 | 58.56% | \$38 | \$27 | \$22 | \$18 |
| MJ1109 | Console Finisher w/ Stapling | \$2,284 | \$875 | 61.69% | \$46 | \$32 | \$26 | \$22 |
| MJ1110 | Finisher - Saddle Sitch | \$3,395 | \$1,540 | 54.64% | \$81 | \$57 | \$45 | \$39 |
| KN5005 | Bridge Kit (Required with MJ1109/1110) | \$265 | \$122 | 54.04% | \$6 | \$5 | \$4 | \$3 |
| MJ5014 | Job Separator (eS2008A-3008A) | \$289 | \$106 | 63.18% | \$6 | \$4 | \$3 | \$3 |
| MJ5015 | Job Separator (eS3508A-5008A) | \$289 | \$109 | 62.21% | \$6 | \$4 | \$3 | \$3 |
| MJ6011 | Hole Punch for MJ1042 | \$850 | \$218 | 74.31% | \$11 | \$8 | \$6 | \$5 |
| MJ6105 | Hole Punch (for MJ1109 & MJ1110) | \$850 | \$253 | 70.19% | \$13 | \$9 | \$7 | \$6 |
| KD1058 | 550 Sheet Paper Feed Pedestal | \$980 | \$300 | 69.43% | \$16 | \$11 | \$9 | \$7 |
| MY1048 | 550-Sheet Drawer | \$550 | \$172 | 68.69% | \$9 | \$6 | \$5 | \$4 |
| MY1049 | Envelope Drawer Module | \$550 | \$120 | 78.11% | \$6 | \$4 | \$4 | \$3 |
| KD1059LT | 2000 Sheet Large Capacity Feeder | \$1,225 | \$405 | 66.97% | \$21 | \$15 | \$12 | \$10 |
| KK5005 | Work Tray | \$55 | \$25 | 54.18% | \$1 | \$1 | \$1 | \$1 |
| GQ1280 | Harness Kit for Coin Controller | \$83 | \$29 | 64.68% | \$2 | \$1 | \$1 | \$1 |
| PWRFLTR-XGPCS15D | Next Gen PCS Power Filter, 120V-15 AMPS | \$1,160 | \$153 | 86.84% | \$8 | \$6 | \$5 | \$4 |
| PWRFLTR-EV12015 | ESP enVision diagnostic power conditioning system | \$1,201 | \$210 | 82.51% | \$11 | \$8 | \$6 | \$5 |
| PWRFLTR-D5133NT | 120/15A power filter & network (2 RECEPT.) | \$1,045 | \$113 | 89.14% | \$6 | \$4 | \$3 | \$3 |
| PWRFLTR-D11326T | Surge 120/15 Standalone | \$826 | \$94 | 88.57% | \$5 | \$3 | \$3 | \$2 |
| PWRFLTR-XGPCSIC1 | Interface Cable for all ESP XG-PCS and EV series Power Filters | \$100 | \$35 | 65.00% | \$2 | \$1 | \$1 | \$1 |
| STAND5005 | Stand | \$200 | \$134 | 32.80% | \$7 | \$5 | \$4 | \$3 |
| CONNECTIVITY OPTIONS | | | | | | | | |
| GN4020 | Wireless LAN/Bluetooth Module | \$629 | \$228 | 63.72% | \$12 | \$8 | \$7 | \$6 |
| GR9000 | Bluetooth Keyboard | \$99 | \$41 | 58.99% | \$2 | \$2 | \$1 | \$1 |
| GR1250 | Accessory Tray (Keyboard Shelf) | \$99 | \$41 | 58.99% | \$2 | \$2 | \$1 | \$1 |
| GR1260 | Panel 10 Key Option | \$99 | \$41 | 58.99% | \$2 | \$2 | \$1 | \$1 |
| GR1270 | USB Hub | \$109 | \$50 | 53.76% | \$3 | \$2 | \$1 | \$1 |
| GR1290 | Card Reader Holder (Requires GR1270) | \$99 | \$41 | 58.99% | \$2 | \$2 | \$1 | \$1 |
| GS1010 | Meta Scan Enabler for e-CONNECT | \$524 | \$281 | 46.30% | \$15 | \$10 | \$8 | \$7 |
| GB1280V8 | Re-Rite Software | \$2,999 | \$469 | 84.36% | \$25 | \$17 | \$14 | \$12 |
| GS1080 | Embedded OCR Enabler 1 License | \$775 | \$336 | 56.65% | \$18 | \$12 | \$10 | \$8 |
| GS1085 | Embedded OCR Enabler 5 Licenses | \$2,995 | \$1,625 | 45.73% | \$85 | \$60 | \$48 | \$41 |
| GS1090 | Multi-Station Print Enabler 1 License | \$195 | \$83 | 57.64% | \$4 | \$3 | \$2 | \$2 |
| GS1095 | Multi-Station Print Enabler 5 Licenses | \$695 | \$315 | 54.68% | \$17 | \$12 | \$9 | \$8 |
| GS1007 | Unicode Font Enabler | \$325 | \$280 | 13.85% | \$15 | \$10 | \$8 | \$7 |
| GP1080 | IPSEC Enabler | \$799 | \$399 | 50.06% | \$21 | \$15 | \$12 | \$10 |
| GB1600 | e-BRIDGE Fleet Management System V6 | \$299 | \$251 | 16.19% | \$13 | \$9 | \$7 | \$6 |
| FAX OPTIONS | | | | | | | | |
| GD1370 | Fax Unit / 2nd Line Fax Unit | \$1,025 | \$498 | 51.38% | \$26 | \$18 | \$15 | \$12 |
| *All copies bill @ .01 each to include maintenance and supplies (except paper and staples). | | | | | | | | |

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between Mississippi Dept. of Human Services (hereinafter referred to as Customer), and TOSHIBA AMERICA BUSINESS SOLUTIONS-MISSISSIPPI dba Toshiba Business Solutions, USA (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer 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 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement 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 Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

For the Customer:

Name Toshiba Business Solutions
Title Michael McQuaid, Manager
Address 371 Highland Colony Pkwy
City, State, & Zip Code Ridgeland, MS. 39157

Mississippi Dept. of Human Services
CFO, Director Budgets & Accounting
P.O. Box 352
City, State, & Zip Code Jackson, MS 39205

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement 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. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor 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 Annotated (Supp 2008), 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 Vendor 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 Customer. The Vendor 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 Vendor to the following: (1) termination of this Agreement 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 Vendor 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 Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, 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 Agreement 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 Agreement is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor 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>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer 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, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 27th day of August, 2018.

Vendor: Toshiba Business Solutions


By: 
Authorized Signature

Printed Name: Michael McQuaid

Title: Regional Manager

Witness my signature this the 5th day of SEPTEMBER, 2018.

Customer: Mississippi Dept. of Human Services

By: 
Authorized Signature

Printed Name: LUCRETA TRIVETTE

Title: CFO, Director of Budgets & Accounting

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200038146

Vendor Company Name: Toshiba Business Solutions

Customer Agency Name: Mississippi Dept. of Human Services

Bill to Address: PO Box 352 Jackson, MS 39205

Ship to Address: MDHS Italla County Child Protection Services
717 Fairground Rd.
Kosciusko, Ms
Contact: Ruth Eden 662-289-1379 or Lashanda Feazell 601-359-4390

| <u>Description of Equipment, Software, or Services</u> | <u>Price</u> |
|--|--------------|
| E-Studio 4508A | \$114.00 |
| 300 Sheet DSF | \$ 25.00 |
| 50 Sheet Finisher | \$ 31.00 |
| Bridge Kit | \$ 4.00 |
| 550 Sheet Paper Feed Pedestal | \$ 10.00 |
| Fax Kit | \$ 18.00 |
| Next Gen 120v-15 Amp Surge Protector | Included |
| Digital Print Network Connect copy/Print | Included |
| Total: | \$202.00 |


Delivery Schedule and Installation Date: August 28, 2018

Rental Term: (Number of Months) 36 Mo.
Start Date: Oct 1, 2018
End Date: Sept. 30 2021 *sc*

Modifications: Rental includes all service and supplies except Paper (Staples included)
Per print/Copy charges billed black copies @ \$0.006 - New Placement



Vendor Signature



Customer Signature

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT OF RENTAL AGREEMENT

This Notice and Acknowledgement of Assignment of Rental Agreement ("Assignment Acknowledgement") is delivered by Mississippi Department of Human Services ("Customer") and **TOSHIBA AMERICA BUSINESS SOLUTIONS-MISSISSIPPI dba Toshiba Business Solutions, USA**("Vendor")

pursuant to Section 13 of the Rental Agreement for Use by Mississippi Departments and Vendors, dated on or about, 2018, between Customer and Vendor (hereinafter, the "Agreement").

NOTICE: Vendor hereby gives notice to Customer that Vendor intends to assign, for collateral security purposes, all of Vendor's right, title and interest (but not its obligations) in and to the Agreement and the underlying equipment to (). Notwithstanding such assignment, Vendor shall remain obligated to perform its obligations to Customer under the Agreement. Customer acknowledges receipt of this Assignment Acknowledgement and hereby consents to the assignment of the Agreement to

In order to accommodate Customer's billing requirements, unless Customer is notified otherwise by Toshiba America Business Solutions-MS dba Toshiba Business Solutions, USA, Vendor will invoice Customer for the periodic amounts owed under the Agreement on behalf. Notwithstanding the foregoing, no amendment or other modification of the Agreement shall be effective unless such amendment of modification is agreed to by in writing.

Accepted and agreed to this 30th day of August, 2018.


VENDOR

By 

Name: Michael McQuaid

Title: Regional Manager

CUSTOMER

By: 

Name: LIXBETA TRIBUNE

Title: CFO

Federal Tax ID#: 064-6000-807

| | | | |
|-------------------------------|--|-----------------------|-----------------|
| Toshiba Quote for MDHS | | Brand: Toshiba | 5/1/2018 |
|-------------------------------|--|-----------------------|-----------------|

| Toshiba State Contract | | Retail | Purchase | % | Rental Program - Monthly Rates | | | |
|--|--|--------|----------|----------------|--------------------------------|--------------|--------|--------|
| Copier Model | Item Description | Price | Price | of Discount | 24 Mo. | 36 Mo. | 48 Mo. | 60 Mo. |
| e-STUDIO4508A | 45 PPM Digital Copier | | | | | \$114 | | |
| e-STUDIO5008A | 50 PPM Digital Copier | | | | | | | |
| MR3031 | 100-Sheet RADF | | | | | | | |
| MR4000 | 300-Sheet DSDF | | | | | \$25 | | |
| KA5005PC | Platen Cover | | | | | | | |
| MJ1042 | Inner Finisher | | | | | | | |
| MJ1109 | Console Finisher w/ Stapling | | | | | \$31 | | |
| MJ1110 | Finisher - Saddle Slitch | | | | | | | |
| KN5005 | Bridge Kit (Required with MJ1109/1110) | | | | | \$4 | | |
| MJ5014 | Job Separator (eS2008A-3008A) | | | | | | | |
| MJ5015 | Job Separator (eS3508A-5008A) | | | | | | | |
| MJ6011 | Hole Punch for MJ1042 | | | | | | | |
| MJ6105 | Hole Punch (for MJ1109 & MJ1110) | | | | | | | |
| KD1058 | 550 Sheet Paper Feed Pedestal | | | | | \$10 | | |
| MY1048 | 550-Sheet Drawer | | | | | | | |
| MY1049 | Envelope Drawer Module | | | | | | | |
| KD1059LT | 2000 Sheet Large Capacity Feeder | | | | | | | |
| KK5005 | Work Tray | | | | | | | |
| GQ1280 | Harness Kit for Coin Controller | | | | | | | |
| PWRFLTR-XGPCS15D | Next Gen PCS Power Filter, 120V-15 AMPS | | | | | Included | | |
| PWRFLTR-EV12015 | ESP enVision diagnostic power conditioning system | | | | | | | |
| PWRFLTR-D5133NT | 120/15A power filter & network (2 RECEPT.) | | | | | | | |
| PWRFLTR-D113Z6T | Surge 120/15 Standalone | | | | | | | |
| PWRFLTR-XGPCSIC1 | Interface Cable for all ESP XG-PCS and EV series Power Filters | | | | | | | |
| STAND5005 | Stand | | | | | | | |
| CONNECTIVITY OPTIONS | | | | | | | | |
| GN4020 | Wireless LAN/Bluetooth Module | | | | | | | |
| GR9000 | Bluetooth Keyboard | | | | | | | |
| GR1250 | Accessory Tray (Keyboard Shelf) | | | | | | | |
| GR1260 | Panel 10 Key Option | | | | | | | |
| GR1270 | USB Hub | | | | | | | |
| GR1290 | Card Reader Holder (Requires GR1270) | | | | | | | |
| GS1010 | Meta Scan Enabler for e-CONNECT | | | | | | | |
| GB1280V8 | Re-Rite Software | | | | | | | |
| GS1080 | Embedded OCR Enabler 1 License | | | | | | | |
| GS1085 | Embedded OCR Enabler 5 Licenses | | | | | | | |
| GS1090 | Multi-Station Print Enabler 1 License | | | | | | | |
| GS1095 | Multi-Station Print Enabler 5 Licenses | | | | | | | |
| GS1007 | Unicode Font Enabler | | | | | | | |
| GP1080 | IPSEC Enabler | | | | | | | |
| GB1600 | e-BRIDGE Fleet Management System V6 | | | | | | | |
| FAX OPTIONS | | | | | | | | |
| GD1370 | Fax Unit / 2nd Line Fax Unit | | | | | \$18 | | |
| *All copies bill @ .006 each to include maintenance and supplies (except paper and staples). | | | | | | | | |
| Michael McQuaid - Regional Manager | | | | | 36 Month Rental: | \$202 | | |

Michael McQuaid

| | | | | |
|-------------------------------|--|--|----------------|----------|
| State of Mississippi Contract | | | Brand: Toshiba | 5/1/2018 |
|-------------------------------|--|--|----------------|----------|

| Toshiba State Contract | | Retail | Purchase | % | Rental Program - Monthly Rates | | | |
|--|--|----------|----------|-------------|--------------------------------|--------|--------|--------|
| Copier Model | Item Description | Price | Price | of Discount | 24 Mo. | 36 Mo. | 48 Mo. | 60 Mo. |
| e-STUDIO3508A | 35 PPM Digital Copier | \$11,302 | \$2,918 | 74.19% | \$153 | \$108 | \$86 | \$73 |
| e-STUDIO4508A | 45 PPM Digital Copier | \$13,768 | \$3,580 | 74.00% | \$188 | \$132 | \$106 | \$89 |
| e-STUDIO5008A | 50 PPM Digital Copier | \$15,298 | \$4,880 | 68.10% | \$256 | \$181 | \$144 | \$122 |
| MR3031 | 100-Sheet RADF | \$1,875 | \$456 | 72.75% | \$24 | \$17 | \$13 | \$11 |
| MR4000 | 300-Sheet DSDF | \$2,263 | \$706 | 68.81% | \$37 | \$26 | \$21 | \$18 |
| KA5005PC | Platen Cover | \$47 | \$21 | 55.32% | \$1 | \$1 | \$1 | \$1 |
| MJ1042 | Inner Finisher | \$1,760 | \$729 | 58.56% | \$38 | \$27 | \$22 | \$18 |
| MJ1109 | Console Finisher w/ Stapling | \$2,284 | \$875 | 61.69% | \$46 | \$32 | \$26 | \$22 |
| MJ1110 | Finisher - Saddle Stitch | \$3,395 | \$1,540 | 54.64% | \$81 | \$57 | \$45 | \$39 |
| KN5005 | Bridge Kit (Required with MJ1109/1110) | \$266 | \$122 | 54.04% | \$6 | \$5 | \$4 | \$3 |
| MJ5014 | Job Separator (eS2008A-3008A) | \$289 | \$106 | 63.18% | \$6 | \$4 | \$3 | \$3 |
| MJ5015 | Job Separator (eS3508A-5008A) | \$289 | \$109 | 62.21% | \$6 | \$4 | \$3 | \$3 |
| MJ6011 | Hole Punch for MJ1042 | \$850 | \$218 | 74.31% | \$11 | \$8 | \$6 | \$5 |
| MJ6105 | Hole Punch (for MJ1109 & MJ1110) | \$850 | \$253 | 70.19% | \$13 | \$9 | \$7 | \$6 |
| KD1058 | 550 Sheet Paper Feed Pedestal | \$980 | \$300 | 69.43% | \$16 | \$11 | \$9 | \$7 |
| MY1048 | 550-Sheet Drawer | \$550 | \$172 | 68.69% | \$9 | \$6 | \$5 | \$4 |
| MY1049 | Envelope Drawer Module | \$550 | \$120 | 78.11% | \$6 | \$4 | \$4 | \$3 |
| KD1059LT | 2000 Sheet Large Capacity Feeder | \$1,225 | \$405 | 66.97% | \$21 | \$15 | \$12 | \$10 |
| KK5005 | Work Tray | \$55 | \$25 | 54.18% | \$1 | \$1 | \$1 | \$1 |
| GQ1280 | Harness Kit for Coin Controller | \$83 | \$29 | 64.58% | \$2 | \$1 | \$1 | \$1 |
| PWRFLTR-XGPCS15D | Next Gen PCS Power Filter, 120V-15 AMPS | \$1,160 | \$153 | 86.84% | \$8 | \$6 | \$5 | \$4 |
| PWRFLTR-EV12015 | ESP enVision diagnostic power conditioning system | \$1,201 | \$210 | 82.51% | \$11 | \$8 | \$6 | \$5 |
| PWRFLTR-D5133NT | 120/15A power filter & network (2 RECEPT.) | \$1,045 | \$113 | 89.14% | \$6 | \$4 | \$3 | \$3 |
| PWRFLTR-D1132BT | Surge 120/15 Standalone | \$826 | \$94 | 88.57% | \$5 | \$3 | \$3 | \$2 |
| PWRFLTR-XGPCSIC1 | Interface Cable for all ESP XG-PCS and EV series Power Filters | \$100 | \$35 | 65.00% | \$2 | \$1 | \$1 | \$1 |
| STAND5005 | Stand | \$200 | \$134 | 32.80% | \$7 | \$5 | \$4 | \$3 |
| CONNECTIVITY OPTIONS | | | | | | | | |
| GN4020 | Wireless LAN/Bluetooth Module | \$629 | \$228 | 63.72% | \$12 | \$8 | \$7 | \$6 |
| GR9000 | Bluetooth Keyboard | \$99 | \$41 | 58.99% | \$2 | \$2 | \$1 | \$1 |
| GR1250 | Accessory Tray (Keyboard Shelf) | \$99 | \$41 | 58.99% | \$2 | \$2 | \$1 | \$1 |
| GR1260 | Panel 10 Key Option | \$99 | \$41 | 58.99% | \$2 | \$2 | \$1 | \$1 |
| GR1270 | USB Hub | \$109 | \$50 | 53.76% | \$3 | \$2 | \$1 | \$1 |
| GR1290 | Card Reader Holder (Requires GR1270) | \$99 | \$41 | 58.99% | \$2 | \$2 | \$1 | \$1 |
| GS1010 | Meta Scan Enabler for e-CONNECT | \$524 | \$261 | 46.30% | \$15 | \$10 | \$8 | \$7 |
| GB1280V8 | Re-Rite Software | \$2,999 | \$469 | 84.36% | \$25 | \$17 | \$14 | \$12 |
| GS1080 | Embedded OCR Enabler 1 License | \$775 | \$336 | 56.65% | \$18 | \$12 | \$10 | \$8 |
| GS1085 | Embedded OCR Enabler 5 Licenses | \$2,995 | \$1,625 | 45.73% | \$85 | \$60 | \$48 | \$41 |
| GS1090 | Multi-Station Print Enabler 1 License | \$195 | \$83 | 57.64% | \$4 | \$3 | \$2 | \$2 |
| GS1095 | Multi-Station Print Enabler 5 Licenses | \$695 | \$315 | 54.68% | \$17 | \$12 | \$9 | \$8 |
| GS1007 | Unicode Font Enabler | \$325 | \$280 | 13.85% | \$15 | \$10 | \$8 | \$7 |
| GP1080 | IPSEC Enabler | \$799 | \$399 | 50.06% | \$21 | \$15 | \$12 | \$10 |
| GB1600 | e-BRIDGE Fleet Management System V6 | \$299 | \$251 | 16.19% | \$13 | \$9 | \$7 | \$6 |
| FAX OPTIONS | | | | | | | | |
| GD1370 | Fax Unit / 2nd Line Fax Unit | \$1,025 | \$498 | 51.38% | \$26 | \$18 | \$15 | \$12 |
| *All copiers bill @ .01 each to include maintenance and supplies (except paper and staples). | | | | | | | | |

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between Mississippi Dept. of Human Services (hereinafter referred to as Customer), and TOSHIBA AMERICA BUSINESS SOLUTIONS-MISSISSIPPI dba Toshiba Business Solutions, USA (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer 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 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement 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 Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

For the Customer:

| | | | |
|-------------------------|----------------------------|-------------------------|-------------------------------------|
| Name | Toshiba Business Solutions | Name | Mississippi Dept. of Human Services |
| Title | Michael McQuaid, Manager | Title | CFO, Director Budgets & Accounting |
| Address | 371 Highland Colony Pkwy | Address | P.O. Box 352 |
| City, State, & Zip Code | Ridgeland, MS. 39157 | City, State, & Zip Code | Jackson, MS 39205 |

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement 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. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor 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 Annotated (Supp 2008), 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 Vendor 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 Customer. The Vendor 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 Vendor to the following: (1) termination of this Agreement 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 Vendor 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 Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, 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 Agreement 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 Agreement is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor 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>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer 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, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 27th day of August, 2018.

Vendor: Toshiba Business Solutions

By: 

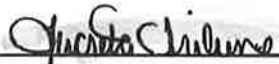
Authorized Signature

Printed Name: Michael McQuaid

Title: Regional Manager

Witness my signature this the 5th day of SEPTEMBER, 2018.

Customer: Mississippi Dept. of Human Services

By: 

Authorized Signature

Printed Name: LUCRETIA TREVINO

Title: CFO, Director of Budgets & Accounting

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200038146

Vendor Company Name: Toshiba Business Solutions

Customer Agency Name: Mississippi Dept. of Human Services

Bill to Address: PO Box 352 Jackson, MS 39205

Ship to Address:

| |
|---|
| MDHS Carroll County Child Protection Services 7225 Hwy 35 Carrollton, MS Contact: Regina Liddell 662-237-4743 or Lashanda Feazell 601-359-4390 |
|---|


| <u>Description of Equipment, Software, or Services</u> | <u>Price</u> |
|--|--------------|
| E-Studio 4508A | \$114.00 |
| 300 Sheet DSF | \$ 25.00 |
| 50 Sheet Finisher | \$ 31.00 |
| Bridge Kit | \$ 4.00 |
| 550 Sheet Paper Feed Pedestal | \$ 10.00 |
| Fax Kit | \$ 18.00 |
| Next Gen 120v-15 Amp Surge Protector | Included |
| Digital Print Network Connect copy/Print | Included |
| Total: | \$202.00 |

Delivery Schedule and Installation Date: August 28, 2018

Rental Term: (Number of Months) 36 Mo.
Start Date: Oct 1, 2018
End Date: Sept. 30, 2021 *lc*

Modifications: Rental includes all service and supplies except Paper (Staples included)
Per print/Copy charges billed black copies @ \$0.006 - New Placement


Vendor Signature


Customer Signature

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT OF RENTAL AGREEMENT

This Notice and Acknowledgement of Assignment of Rental Agreement ("Assignment Acknowledgement") is delivered by Mississippi Department of Human Services ("Customer") and **TOSHIBA AMERICA BUSINESS SOLUTIONS-MISSISSIPPI dba Toshiba Business Solutions, USA** ("Vendor")


pursuant to Section 13 of the Rental Agreement for Use by Mississippi Departments and Vendors, dated on or about, 2018, between Customer and Vendor (hereinafter, the "Agreement").

NOTICE: Vendor hereby gives notice to Customer that Vendor intends to assign, for collateral security purposes, all of Vendor's right, title and interest (but not its obligations) in and to the Agreement and the underlying equipment to (). Notwithstanding such assignment, Vendor shall remain obligated to perform its obligations to Customer under the Agreement. Customer acknowledges receipt of this Assignment Acknowledgement and hereby consents to the assignment of the Agreement to


In order to accommodate Customer's billing requirements, unless Customer is notified otherwise by Toshiba America Business Solutions-MS dba Toshiba Business Solutions, USA, Vendor will invoice Customer for the periodic amounts owed under the Agreement on behalf. Notwithstanding the foregoing, no amendment or other modification of the Agreement shall be effective unless such amendment or modification is agreed to by in writing.

Accepted and agreed to this 30th day of August, 2018.

VENDOR

By: 
Name: Michael McQuaid
Title: Regional Manager

CUSTOMER

By: 
Name: LUCRETA TRIBUNE
Title: CFO

Federal Tax ID#: 064-6000-807

| | | | |
|-------------------------------|--|-----------------------|-----------------|
| Toshiba Quote for MDHS | | Brand: Toshiba | 5/1/2018 |
|-------------------------------|--|-----------------------|-----------------|

| Toshiba State Contract | | Retail | Purchase | % | Rental Program - Monthly Rates | | | |
|--|--|--------|----------|-------------|--------------------------------|-------------------------|--------------|--------|
| Copier Model | Item Description | Price | Price | of Discount | 24 Mo. | 36 Mo. | 48 Mo. | 60 Mo. |
| e-STUDIO4508A | 45 PPM Digital Copier | | | | | \$114 | | |
| e-STUDIO5008A | 50 PPM Digital Copier | | | | | | | |
| MR3031 | 100-Sheet RADF | | | | | | | |
| MR4000 | 300-Sheet DSDF | | | | | \$25 | | |
| KA5005PC | Platen Cover | | | | | | | |
| MJ1042 | Inner Finisher | | | | | | | |
| MJ1109 | Console Finisher w/ Stapling | | | | | \$31 | | |
| MJ1110 | Finisher - Saddle Stitch | | | | | | | |
| KN5005 | Bridge Kit (Required with MJ1109/1110) | | | | | \$4 | | |
| MJ5014 | Job Separator (eS2008A-3008A) | | | | | | | |
| MJ5015 | Job Separator (eS3508A-5008A) | | | | | | | |
| MJ6011 | Hole Punch for MJ1042 | | | | | | | |
| MJ6105 | Hole Punch (for MJ1109 & MJ1110) | | | | | | | |
| KD1058 | 550 Sheet Paper Feed Pedestal | | | | | \$10 | | |
| MY1048 | 550-Sheet Drawer | | | | | | | |
| MY1049 | Envelope Drawer Module | | | | | | | |
| KD1059LT | 2000 Sheet Large Capacity Feeder | | | | | | | |
| KK5005 | Work Tray | | | | | | | |
| GQ1280 | Harness Kit for Coin Controller | | | | | | | |
| PWRFLTR-XGPCS15D | Next Gen PCS Power Filter, 120V-15 AMPS | | | | | Included | | |
| PWRFLTR-EV12015 | ESP enVision diagnostic power conditioning system | | | | | | | |
| PWRFLTR-D5133NT | 120/15A power filter & network (2 RECEPT.) | | | | | | | |
| PWRFLTR-D11326T | Surge 120/15 Standalone | | | | | | | |
| PWRFLTR-XGPCS1C1 | Interface Cable for all ESP XG-PCS and EV series Power Filters | | | | | | | |
| STAND5005 | Stand | | | | | | | |
| CONNECTIVITY OPTIONS | | | | | | | | |
| GN4020 | Wireless LAN/Bluetooth Module | | | | | | | |
| GR9000 | Bluetooth Keyboard | | | | | | | |
| GR1250 | Accessory Tray (Keyboard Shelf) | | | | | | | |
| GR1260 | Panel 10 Key Option | | | | | | | |
| GR1270 | USB Hub | | | | | | | |
| GR1290 | Card Reader Holder (Requires GR1270) | | | | | | | |
| GS1010 | Meta Scan Enabler for e-CONNECT | | | | | | | |
| GB1280V8 | Re-Rite Software | | | | | | | |
| GS1080 | Embedded OCR Enabler 1 License | | | | | | | |
| GS1085 | Embedded OCR Enabler 5 Licenses | | | | | | | |
| GS1090 | Multi-Station Print Enabler 1 License | | | | | | | |
| GS1095 | Multi-Station Print Enabler 5 Licenses | | | | | | | |
| GS1007 | Unicode Font Enabler | | | | | | | |
| GP1080 | IPSEC Enabler | | | | | | | |
| GB1800 | e-BRIDGE Fleet Management System V6 | | | | | | | |
| FAX OPTIONS | | | | | | | | |
| GD1370 | Fax Unit / 2nd Line Fax Unit | | | | | \$18 | | |
| *All copies bill @ .006 each to include maintenance and supplies (except paper and staples). | | | | | | | | |
| Michael McQuaid - Regional Manager | | | | | | 36 Month Rental: | \$202 | |

Michael McQuaid

| | | | | |
|-------------------------------|--|--|----------------|----------|
| State of Mississippi Contract | | | Brand: Toshiba | 5/1/2018 |
|-------------------------------|--|--|----------------|----------|

| Toshiba State Contract | | Retail | Purchase | % | Rental Program - Monthly Rates | | | |
|---|--|----------|----------|-------------|--------------------------------|--------|--------|--------|
| Copier Model | Item Description | Price | Price | of Discount | 24 Mo. | 36 Mo. | 48 Mo. | 60 Mo. |
| e-STUDIO3508A | 35 PPM Digital Copier | \$11,302 | \$2,918 | 74.19% | \$153 | \$108 | \$86 | \$73 |
| e-STUDIO4508A | 45 PPM Digital Copier | \$13,768 | \$3,580 | 74.00% | \$188 | \$132 | \$106 | \$89 |
| e-STUDIO5008A | 50 PPM Digital Copier | \$15,298 | \$4,880 | 68.10% | \$266 | \$181 | \$144 | \$122 |
| MR3031 | 100-Sheet RADF | \$1,675 | \$456 | 72.75% | \$24 | \$17 | \$13 | \$11 |
| MR4000 | 300-Sheet DSDF | \$2,263 | \$706 | 68.81% | \$37 | \$26 | \$21 | \$18 |
| KA5005PC | Platen Cover | \$47 | \$21 | 55.32% | \$1 | \$1 | \$1 | \$1 |
| MJ1042 | Inner Finisher | \$1,760 | \$729 | 58.56% | \$38 | \$27 | \$22 | \$18 |
| MJ1109 | Console Finisher w/ Stapling | \$2,284 | \$875 | 61.69% | \$46 | \$32 | \$26 | \$22 |
| MJ1110 | Finisher - Saddle Stitch | \$3,395 | \$1,540 | 54.64% | \$81 | \$57 | \$45 | \$39 |
| KN5005 | Bridge Kit (Required with MJ1109/1110) | \$265 | \$122 | 54.04% | \$6 | \$5 | \$4 | \$3 |
| MJ5014 | Job Separator (eS2008A-3008A) | \$289 | \$106 | 63.18% | \$6 | \$4 | \$3 | \$3 |
| MJ5015 | Job Separator (eS3508A-5008A) | \$289 | \$109 | 62.21% | \$6 | \$4 | \$3 | \$3 |
| MJ6011 | Hole Punch for MJ1042 | \$850 | \$218 | 74.31% | \$11 | \$8 | \$6 | \$5 |
| MJ8105 | Hole Punch (for MJ1109 & MJ1110) | \$850 | \$253 | 70.19% | \$13 | \$9 | \$7 | \$6 |
| KD1058 | 550 Sheet Paper Feed Pedestal | \$980 | \$300 | 69.43% | \$16 | \$11 | \$9 | \$7 |
| MY1048 | 550-Sheet Drawer | \$550 | \$172 | 68.69% | \$9 | \$6 | \$5 | \$4 |
| MY1049 | Envelope Drawer Module | \$550 | \$120 | 78.11% | \$6 | \$4 | \$4 | \$3 |
| KD1059LT | 2000 Sheet Large Capacity Feeder | \$1,225 | \$405 | 66.97% | \$21 | \$15 | \$12 | \$10 |
| KK5005 | Work Tray | \$55 | \$25 | 54.18% | \$1 | \$1 | \$1 | \$1 |
| GQ1280 | Harness Kit for Coin Controller | \$83 | \$29 | 64.58% | \$2 | \$1 | \$1 | \$1 |
| PWRFLTR-XGPCS15D | Next Gen PCS Power Filter, 120V-15 AMPS | \$1,160 | \$153 | 86.84% | \$8 | \$6 | \$5 | \$4 |
| PWRFLTR-EV12015 | ESP enVision diagnostic power conditioning system | \$1,201 | \$210 | 82.51% | \$11 | \$8 | \$6 | \$5 |
| PWRFLTR-D5133NT | 120V15A power filter & network (2 RECEPT.) | \$1,045 | \$113 | 89.14% | \$6 | \$4 | \$3 | \$3 |
| PWRFLTR-D11326T | Surge 120/15 Standalone | \$826 | \$94 | 88.57% | \$5 | \$3 | \$3 | \$2 |
| PWRFLTR-XGPCSIC1 | Interface Cable for all ESP XG-PCS and EV series Power Filters | \$100 | \$35 | 65.00% | \$2 | \$1 | \$1 | \$1 |
| STAND5005 | Stand | \$200 | \$134 | 32.80% | \$7 | \$5 | \$4 | \$3 |
| CONNECTIVITY OPTIONS | | | | | | | | |
| GN4020 | Wireless LAN/Bluetooth Module | \$629 | \$228 | 63.72% | \$12 | \$8 | \$7 | \$6 |
| GR9000 | Bluetooth Keyboard | \$99 | \$41 | 58.99% | \$2 | \$2 | \$1 | \$1 |
| GR1250 | Accessory Tray (Keyboard Shelf) | \$99 | \$41 | 58.99% | \$2 | \$2 | \$1 | \$1 |
| GR1280 | Panel 10 Key Option | \$99 | \$41 | 58.99% | \$2 | \$2 | \$1 | \$1 |
| GR1270 | USB Hub | \$109 | \$50 | 53.76% | \$3 | \$2 | \$1 | \$1 |
| GR1290 | Card Reader Holder (Requires GR1270) | \$99 | \$41 | 58.99% | \$2 | \$2 | \$1 | \$1 |
| GS1010 | Meta Scan Enabler for e-CONNECT | \$524 | \$281 | 46.30% | \$15 | \$10 | \$8 | \$7 |
| GB1280V8 | Re-Rite Software | \$2,999 | \$469 | 84.36% | \$25 | \$17 | \$14 | \$12 |
| GS1080 | Embedded OCR Enabler 1 License | \$775 | \$336 | 56.65% | \$18 | \$12 | \$10 | \$8 |
| GS1085 | Embedded OCR Enabler 5 Licenses | \$2,995 | \$1,625 | 45.73% | \$85 | \$60 | \$48 | \$41 |
| GS1090 | Multi-Station Print Enabler 1 License | \$195 | \$83 | 57.64% | \$4 | \$3 | \$2 | \$2 |
| GS1095 | Multi-Station Print Enabler 5 Licenses | \$695 | \$315 | 54.68% | \$17 | \$12 | \$9 | \$8 |
| GS1007 | Unicode Font Enabler | \$325 | \$280 | 13.85% | \$15 | \$10 | \$8 | \$7 |
| GP1080 | IPSEC Enabler | \$799 | \$399 | 50.06% | \$21 | \$15 | \$12 | \$10 |
| GB1600 | e-BRIDGE Fleet Management System V6 | \$299 | \$251 | 16.19% | \$13 | \$9 | \$7 | \$6 |
| FAX OPTIONS | | | | | | | | |
| GD1370 | Fax Unit / 2nd Line Fax Unit | \$1,025 | \$498 | 51.38% | \$26 | \$18 | \$15 | \$12 |
| *All copies bill @ .01 each to include maintenance and supplies (except paper and staples). | | | | | | | | |



**STATE OF MISSISSIPPI
MS DEPT OF HUMAN SERVICES**

VENDOR INFORMATION

Vendor Number : 3100005553

Vendor :

TOSHIBA AMERICA BUSINESS SOLUTIONS
TOSHIBA BUSINESS SOLUTIONS
371 HIGHLAND COLONY PARKWAY
RIDGELAND MS 39157

Contact Name : TOSHIBA AMERICA BUSINESS
SOL TOSHIBA AMERICA BUSINESS SOL

Tel Number :

Fax Number :

Email :

sandra.martinez@tabs.toshiba.com

CONTRACT INFORMATION

Contract Number : 8200042307
Agency Contract Identifier : 1651-19-C-CNTR-00058
Contract Type : Purchasing (General)
Contract Description : N/A
Contract Valid Dates : 10/01/2018 - 09/30/2021
Total Value : 69,088.00
Distributors : None
Delivery Days : 0

SHIPPING ADDRESS

MS DEPT OF HUMAN SERVICES
1651-MS DEPT OF HUMAN SERVICES
750 N STATE ST.
JACKSON MS 39202-3033

BUYER INFORMATION

Contact Person : Latavia Coleman
Telephone :
Fax :
E-mail : LATAVIACOLEMAN@MDHS.MS.GOV

Supplier Text :

AGENCY COPIER RENTAL AGREEMENT: 10/01/2018 THRU 09/30/2021

Notice to Vendor :

AGENCY COPIER RENTAL AGREEMENT: 10/01/2018 THRU 09/30/2021

| Item | Qty | Unit | Price Per Unit | Description | Delivery / Required Date |
|------|--------|-----------|-------------------------------------|---|----------------------------|
| | | Retention | Product Number/ Supplier Product | Discount | Amount |
| # 1 | 36.000 | AU | \$ 202.00 | COPIER RENTAL AGREEMENT FOR MONROE CTY | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 7,272.00 |
| # 2 | 0.000 | AU | \$ 0.00 | COST PER COPY B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |
| # 3 | 36.000 | AU | \$ 202.00 | COPIER RENTAL AGREEMENT FOR MONROE CTY | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 7,272.00 |
| # 4 | 0.000 | AU | \$ 0.00 | COST PER COPY B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |
| # 5 | 36.000 | AU | \$ 202.00 | COPIER RENTAL AGREEMENT FOR MONROE CTY | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 7,272.00 |
| # 6 | 0.000 | AU | \$ 0.00 | COST PER COPY B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |

| | |
|---|--|
| Contract number : 8200042307 | Vendor : TOSHIBA AMERICA BUSINESS SOLUTIONS |
| Contract Type : Purchasing (General) | Agency Contract ID : 1651-19-C-CNTR-00058 |

| Item | Qty | Unit | Price Per Unit | Description | Delivery / Required Date |
|------------|--------|------------------|---|--|--------------------------|
| | | Retention | Product Number/ Supplier Product | Discount | Amount |
| # 7 | 36.000 | AU | \$ 202.00 | COPIER RENTAL AGREEMENT FOR MONTGOMERY | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 7,272.00 |
| # 8 | 0.000 | AU | \$ 0.00 | COST PER COPY B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |



**STATE OF MISSISSIPPI
MS DEPT OF HUMAN SERVICES**

VENDOR INFORMATION

Vendor Number : 3100005553
Vendor :
 TOSHIBA AMERICA BUSINESS SOLUTIONS
 TOSHIBA BUSINESS SOLUTIONS
 371 HIGHLAND COLONY PARKWAY
 RIDGELAND MS 39157

Contact Name : TOSHIBA AMERICA BUSINESS
 SOL TOSHIBA AMERICA BUSINESS SOL
 Tel Number :
 Fax Number :
 Email :
 sandra.martinez@tabs.toshiba.com

CONTRACT INFORMATION

Contract Number : 8200041197
 Agency Contract Identifier : 1651-19-C-CNTR-00014
 Contract Type : Purchasing (General)
 Contract Description : N/A
 Contract Valid Dates : 10/01/2018 - 09/30/2021
 Total Value : 49,872.00
 Distributors : None
 Delivery Days : 0

SHIPPING ADDRESS

MS DEPT OF HUMAN SERVICES
 1651-MS DEPT OF HUMAN SERVICES
 750 N STATE ST.
 JACKSON MS 39202-3033

BUYER INFORMATION

Contact Person : Karley Bobbett
 Telephone : (601) 359-4701
 Fax :
 E-mail : KARLEY.BOBETT@MDHS.MS.GOV

Supplier Text :

AGENCY COPIER RENTAL AGREEMENT: 10/01/2018-09/30/2021

Notice to Vendor :

AGENCY COPIER RENTAL AGREEMENT: 10/01/2018-09/30/2021

| Item | Qty | Unit | Price Per Unit | Description | Delivery / Required Date |
|------|--------|-----------|-------------------------------------|--------------------------------|----------------------------|
| | | Retention | Product Number/ Supplier Product | Discount | Amount |
| # 1 | 36.000 | AU | \$ 552.00 | COPIER RENTAL AGREEMENT FOR HR | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 19,872.00 |
| # 2 | 0.000 | AU | \$ 0.00 | Cost Per copy B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 15,000.00 |
| # 3 | 0.000 | AU | \$ 0.00 | Cost Per copy color (.065) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 15,000.00 |



**STATE OF MISSISSIPPI
MS DEPT OF HUMAN SERVICES**

VENDOR INFORMATION

Vendor Number : 3100005553

Vendor :

TOSHIBA AMERICA BUSINESS SOLUTIONS
TOSHIBA BUSINESS SOLUTIONS
371 HIGHLAND COLONY PARKWAY
RIDGELAND MS 39157

Contact Name : TOSHIBA AMERICA BUSINESS
SOL TOSHIBA AMERICA BUSINESS SOL

Tel Number :

Fax Number :

Email :

sandra.martinez@tabs.toshiba.com

CONTRACT INFORMATION

Contract Number : 8200042312
Agency Contract Identifier : 1651-19-C-CNTR-00060
Contract Type : Purchasing (General)
Contract Description : N/A
Contract Valid Dates : 10/03/2018 - 09/30/2021
Total Value : 85,072.00
Distributors : None
Delivery Days : 0

SHIPPING ADDRESS

MS DEPT OF HUMAN SERVICES
1651-MS DEPT OF HUMAN SERVICES
750 N STATE ST.
JACKSON MS 39202-3033

BUYER INFORMATION

Contact Person : Karley Bobbett
Telephone : (601) 359-4701
Fax :
E-mail : KARLEY.BOBETT@MDHS.MS.GOV

Supplier Text :

Agency Copier Rental Agreement: 10/01/2018-09/30/2021

Notice to Vendor :

Agency Copier Rental Agreement: 10/01/2018-09/30/2021

| Item | Qty | Unit | Price Per Unit | Description | Delivery / Required Date |
|------|--------|-----------|-------------------------------------|--|----------------------------|
| | | Retention | Product Number/ Supplier Product | Discount | Amount |
| # 1 | 36.000 | AU | \$ 350.00 | Copier Rental Agreement Madison EA | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 12,600.00 |
| # 2 | 0.000 | AU | \$ 0.00 | Cost Per Copy B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |
| # 3 | 36.000 | AU | \$ 350.00 | Copier Rental Agreement Lee EA | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 12,600.00 |
| # 4 | 0.000 | AU | \$ 0.00 | Cost Per Copy B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |
| # 5 | 36.000 | AU | \$ 350.00 | Copier Rental Agreement Pearl River EA | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 12,600.00 |
| # 6 | 0.000 | AU | \$ 0.00 | Cost Per Copy B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |

| | |
|---|--|
| Contract number : 8200042312 | Vendor : TOSHIBA AMERICA BUSINESS SOLUTIONS |
| Contract Type : Purchasing (General) | Agency Contract ID : 1651-19-C-CNTR-00060 |

| Item | Qty | Unit | Price Per Unit | Description | Delivery / Required Date |
|------|--------|-----------|-------------------------------------|---------------------------------|--------------------------|
| | | Retention | Product Number/ Supplier Product | Discount | Amount |
| # 7 | 36.000 | AU | \$ 202.00 | Copier Rental Agreement Pike EA | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 7,272.00 |
| # 8 | 0.000 | AU | \$ 0.00 | Cost Per Copy B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |



**STATE OF MISSISSIPPI
MS DEPT OF HUMAN SERVICES**

VENDOR INFORMATION

Vendor Number : 3100005553

Vendor :

TOSHIBA AMERICA BUSINESS SOLUTIONS
TOSHIBA BUSINESS SOLUTIONS
371 HIGHLAND COLONY PARKWAY
RIDGELAND MS 39157

Contact Name : TOSHIBA AMERICA BUSINESS
SOL TOSHIBA AMERICA BUSINESS SOL

Tel Number :

Fax Number :

Email :

sandra.martinez@tabs.toshiba.com

CONTRACT INFORMATION

Contract Number : 8200042313
Agency Contract Identifier : 1651-19-C-CNTR-00061
Contract Type : Purchasing (General)
Contract Description : N/A
Contract Valid Dates : 10/01/2018 - 09/30/2021
Total Value : 79,416.00
Distributors : None
Delivery Days : 0

SHIPPING ADDRESS

MS DEPT OF HUMAN SERVICES
1651-MS DEPT OF HUMAN SERVICES
750 N STATE ST.
JACKSON MS 39202-3033

BUYER INFORMATION

Contact Person : Latavia Coleman
Telephone :
Fax :
E-mail : LATAVIACOLEMAN@MDHS.MS.GOV

Supplier Text :

AGENCY COPIER RENTAL AGREEMENT: 10/01/2018 THRU 09/30/2021

Notice to Vendor :

AGENCY COPIER RENTAL AGREEMENT: 10/01/2018 THRU 09/30/2021

| Item | Qty | Unit | Price Per Unit | Description | Delivery / Required Date |
|------|--------|-----------|-------------------------------------|--|--------------------------|
| | | Retention | Product Number/ Supplier Product | Discount | Amount |
| # 1 | 36.000 | AU | \$ 350.00 | COPIER RENTAL AGREEMENT FOR HANCOCK CTY | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 12,600.00 |
| # 2 | 0.000 | AU | \$ 0.00 | COST PER COPY B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 15,000.00 |
| # 3 | 36.000 | AU | \$ 202.00 | COPIER RENTAL AGREEMENT FOR PONTOTOC CTY | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 7,272.00 |
| # 4 | 0.000 | AU | \$ 0.00 | COST PER COPY B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |
| # 5 | 36.000 | AU | \$ 202.00 | COPIER RENTAL AGREEMENT FOR UNION CTY | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 7,272.00 |
| # 6 | 0.000 | AU | \$ 0.00 | COST PER COPY B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |

| Contract number : 8200042313 | | Vendor : TOSHIBA AMERICA BUSINESS SOLUTIONS | | | |
|---|--------|--|-------------------------------------|---|--------------------------|
| Contract Type : Purchasing (General) | | Agency Contract ID : 1651-19-C-CNTR-00061 | | | |
| Item | Qty | Unit | Price Per Unit | Description | Delivery / Required Date |
| | | Retention | Product Number/ Supplier Product | Discount | Amount |
| # 7 | 36.000 | AU | \$ 202.00 | COPIER RENTAL AGREEMENT FOR WEBSTER CTY | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 7,272.00 |
| # 8 | 0.000 | AU | \$ 0.00 | COST PER COPY B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |



**STATE OF MISSISSIPPI
MS DEPT OF HUMAN SERVICES**

VENDOR INFORMATION

Vendor Number : 3100005553
Vendor :
 TOSHIBA AMERICA BUSINESS SOLUTIONS
 TOSHIBA BUSINESS SOLUTIONS
 371 HIGHLAND COLONY PARKWAY
 RIDGELAND MS 39157

Contact Name : TOSHIBA AMERICA BUSINESS
 SOL TOSHIBA AMERICA BUSINESS SOL
 Tel Number :
 Fax Number :
 Email :
 sandra.martinez@tabs.toshiba.com

CONTRACT INFORMATION

Contract Number : 8200042315
 Agency Contract Identifier : 1651-19-C-CNTR-00062
 Contract Type : Purchasing (General)
 Contract Description : N/A
 Contract Valid Dates : 10/03/2018 - 09/30/2021
 Total Value : 85,072.00
 Distributors : None
 Delivery Days : 0

SHIPPING ADDRESS

MS DEPT OF HUMAN SERVICES
 1651-MS DEPT OF HUMAN SERVICES
 750 N STATE ST.
 JACKSON MS 39202-3033

BUYER INFORMATION

Contact Person : Karley Bobbett
 Telephone : (601) 359-4701
 Fax :
 E-mail : KARLEY.BOBETT@MDHS.MS.GOV

Supplier Text :

Agency Copier Rental Agreement: 10/01/2018-09/30/2021

Notice to Vendor :

Agency Copier Rental Agreement: 10/01/2018-09/30/2021

| Item | Qty | Unit | Price Per Unit | Description | Delivery / Required Date |
|------|--------|-----------|-------------------------------------|--|--------------------------|
| | | Retention | Product Number/ Supplier Product | Discount | Amount |
| # 1 | 36.000 | AU | \$ 202.00 | Copier Rental Agreement Hinds/Midtown EA | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 7,272.00 |
| # 2 | 0.000 | AU | \$ 0.00 | Cost per Copy B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |
| # 3 | 36.000 | AU | \$ 350.00 | Copier Rental Agreement Jasper EA | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 12,600.00 |
| # 4 | 0.000 | AU | \$ 0.00 | Cost per Copy B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |
| # 5 | 36.000 | AU | \$ 350.00 | Copier Rental Agreement Lee (2) EA | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 12,600.00 |
| # 6 | 0.000 | AU | \$ 0.00 | Cost per Copy B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |

| | |
|---|--|
| Contract number : 8200042315 | Vendor : TOSHIBA AMERICA BUSINESS SOLUTIONS |
| Contract Type : Purchasing (General) | Agency Contract ID : 1651-19-C-CNTR-00062 |

| Item | Qty | Unit | Price Per Unit | Description | Delivery / Required Date |
|------|--------|-----------|-------------------------------------|--|--------------------------|
| | | Retention | Product Number/ Supplier Product | Discount | Amount |
| # 7 | 36.000 | AU | \$ 350.00 | Copier Rental Agreement Madison EA (2) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 12,600.00 |
| # 8 | 0.000 | AU | \$ 0.00 | Cost per Copy B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |



**STATE OF MISSISSIPPI
MS DEPT OF HUMAN SERVICES**

VENDOR INFORMATION

Vendor Number : 3100005553

Vendor :

TOSHIBA AMERICA BUSINESS SOLUTIONS
TOSHIBA BUSINESS SOLUTIONS
371 HIGHLAND COLONY PARKWAY
RIDGELAND MS 39157

Contact Name : TOSHIBA AMERICA BUSINESS
SOL TOSHIBA AMERICA BUSINESS SOL

Tel Number :

Fax Number :

Email :

sandra.martinez@tabs.toshiba.com

CONTRACT INFORMATION

Contract Number : 8200042316
Agency Contract Identifier : 1651-19-C-CNTR-00063
Contract Type : Purchasing (General)
Contract Description : N/A
Contract Valid Dates : 10/03/2018 - 09/30/2021
Total Value : 139,020.00
Distributors : None
Delivery Days : 0

SHIPPING ADDRESS

MS DEPT OF HUMAN SERVICES
1651-MS DEPT OF HUMAN SERVICES
750 N STATE ST.
JACKSON MS 39202-3033

BUYER INFORMATION

Contact Person : Latavia Coleman
Telephone :
Fax :
E-mail : LATAVIA Coleman@MDHS.MS.GOV

Supplier Text :

AGENCY COPIER RENTAL AGREEMENT: 10/01/2018 THRU 09/30/2021

Notice to Vendor :

AGENCY COPIER RENTAL AGREEMENT: 10/01/2018 THRU 09/30/2021

| Item | Qty | Unit | Price Per Unit | Description | Delivery / Required Date |
|------|--------|-----------|-------------------------------------|---|----------------------------|
| | | Retention | Product Number/ Supplier Product | Discount | Amount |
| # 1 | 36.000 | AU | \$ 350.00 | COPIER RENTAL AGREEMENT FOR SUNFLOWER | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 12,600.00 |
| # 2 | 0.000 | AU | \$ 0.00 | COST PER COPY B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |
| # 3 | 36.000 | AU | \$ 350.00 | COPIER RENTAL AGREEMENT FOR SUNFLOWER | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 12,600.00 |
| # 4 | 0.000 | AU | \$ 0.00 | COST PER COPY B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |
| # 5 | 36.000 | AU | \$ 92.00 | COPIER RENTAL AGREEMENT FOR WARREN CTY | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 3,312.00 |
| # 6 | 0.000 | AU | \$ 0.00 | COST PER COPY B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |

Contract number : 8200042316 **Vendor** : TOSHIBA AMERICA BUSINESS SOLUTIONS
Contract Type : Purchasing (General) **Agency Contract ID** : 1651-19-C-CNTR-00063

| Item | Qty | Unit | Price Per Unit | Description | Delivery / Required Date |
|------|--------|-----------|-------------------------------------|--|--------------------------|
| | | Retention | Product Number/ Supplier Product | Discount | Amount |
| # 7 | 36.000 | AU | \$ 350.00 | COPIER RENTAL AGREEMENT FOR WASHINGTON | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 12,600.00 |
| # 8 | 0.000 | AU | \$ 0.00 | COST PER COPY B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |
| # 9 | 36.000 | AU | \$ 350.00 | COPIER RENTAL AGREEMENT FOR YAZOO CTY | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 12,600.00 |
| # 10 | 0.000 | AU | \$ 0.00 | COST PER COPY B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |
| # 11 | 36.000 | AU | \$ 428.00 | COPIER RENTAL AGREEMENT FOR LAUDERDALE | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 15,408.00 |
| # 12 | 0.000 | AU | \$ 0.00 | COST PER COPY B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |
| # 13 | 0.000 | AU | \$ 0.00 | COST PER COPY COLOR (.065) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |



**STATE OF MISSISSIPPI
MS DEPT OF HUMAN SERVICES**

VENDOR INFORMATION

Vendor Number : 3100005553
Vendor :
 TOSHIBA AMERICA BUSINESS SOLUTIONS
 TOSHIBA BUSINESS SOLUTIONS
 371 HIGHLAND COLONY PARKWAY
 RIDGELAND MS 39157

Contact Name : TOSHIBA AMERICA BUSINESS
 SOL TOSHIBA AMERICA BUSINESS SOL
 Tel Number :
 Fax Number :
 Email :
 sandra.martinez@tabs.toshiba.com

CONTRACT INFORMATION

Contract Number : 8200042301
 Agency Contract Identifier : 1651-19-C-CNTR-00055
 Contract Type : Purchasing (General)
 Contract Description : N/A
 Contract Valid Dates : 10/01/2018 - 09/30/2021
 Total Value : 69,088.00
 Distributors : None
 Delivery Days : 0

SHIPPING ADDRESS

MS DEPT OF HUMAN SERVICES
 1651-MS DEPT OF HUMAN SERVICES
 750 N STATE ST.
 JACKSON MS 39202-3033

BUYER INFORMATION

Contact Person : Latavia Coleman
 Telephone :
 Fax :
 E-mail : LATAVIACOLEMAN@MDHS.MS.GOV

Supplier Text :

AGENCY COPIER RENTAL AGREEMENT 10/01/2018 THRU 09/30/2021

Notice to Vendor :

AGENCY COPIER RENTAL AGREEMENT: 10/01/2018 THRU 09/30/2021

| Item | Qty | Unit | Price Per Unit | Description | Delivery / Required Date |
|------|--------|-----------|-------------------------------------|--|--------------------------|
| | | Retention | Product Number/ Supplier Product | Discount | Amount |
| # 1 | 36.000 | AU | \$ 202.00 | COPIER RENTAL AGREEMENT FOR HARRISON CTY | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 7,272.00 |
| # 2 | 0.000 | AU | \$ 0.00 | COST PER COPY B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |
| # 3 | 36.000 | AU | \$ 202.00 | COPIER RENTAL AGREEMENT FOR HUMPHREYS CT | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 7,272.00 |
| # 4 | 0.000 | AU | \$ 0.00 | COST PER COPY B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |
| # 5 | 36.000 | AU | \$ 202.00 | COPIER RENTAL AGREEMENT FOR LAMAR CTY | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 7,272.00 |
| # 6 | 0.000 | AU | \$ 0.00 | COST PER COPY B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |

Contract number : 8200042301
Contract Type : Purchasing (General)

Vendor : TOSHIBA AMERICA BUSINESS SOLUTIONS
Agency Contract ID : 1651-19-C-CNTR-00055

| Item | Qty | Unit | Price Per Unit | Description | Delivery / Required Date |
|------|--------|-----------|-------------------------------------|---|--------------------------|
| | | Retention | Product Number/ Supplier Product | Discount | Amount |
| # 7 | 36.000 | AU | \$ 202.00 | COPIER RENTAL AGREEMENT FOR LINCOLN CTY | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 7,272.00 |
| # 8 | 0.000 | AU | \$ 0.00 | COST PER COPY B&W (.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |



**STATE OF MISSISSIPPI
MS DEPT OF HUMAN SERVICES**

VENDOR INFORMATION

Vendor Number : 3100005553

Vendor :

TOSHIBA AMERICA BUSINESS SOLUTIONS
TOSHIBA BUSINESS SOLUTIONS
371 HIGHLAND COLONY PARKWAY
RIDGELAND MS 39157

Contact Name : TOSHIBA AMERICA BUSINESS
SOL TOSHIBA AMERICA BUSINESS SOL

Tel Number :

Fax Number :

Email :

sandra.martinez@tabs.toshiba.com

CONTRACT INFORMATION

Contract Number : 8200042309
Agency Contract Identifier : 1651-19-C-CNTR-00059
Contract Type : Purchasing (General)
Contract Description : N/A
Contract Valid Dates : 10/03/2018 - 09/30/2021
Total Value : 90,072.00
Distributors : None
Delivery Days : 0

SHIPPING ADDRESS

MS DEPT OF HUMAN SERVICES
1651-MS DEPT OF HUMAN SERVICES
750 N STATE ST.
JACKSON MS 39202-3033

BUYER INFORMATION

Contact Person : Karley Bobbett
Telephone : (601) 359-4701
Fax :
E-mail : KARLEY.BOBETT@MDHS.MS.GOV

Supplier Text :

Agency Copier Rental Agreement: 10/1/2018-09/30/2021

Notice to Vendor :

Agency Copier Rental Agreement: 10/1/2018-09/30/2021

| Item | Qty | Unit | Price Per Unit | Description | Delivery / Required Date |
|------|--------|-----------|-------------------------------------|--|--------------------------|
| | | Retention | Product Number/ Supplier Product | Discount | Amount |
| # 1 | 36.000 | AU | \$ 350.00 | Copier Rental Agreement Harrison CTY EA | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 12,600.00 |
| # 2 | 0.000 | AU | \$ 0.00 | Cost per copy B&W(.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |
| # 3 | 36.000 | AU | \$ 350.00 | Copier Rental Agreement Harrison CTY EA2 | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 12,600.00 |
| # 4 | 0.000 | AU | \$ 0.00 | Cost per copy B&W(.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |
| # 5 | 36.000 | AU | \$ 350.00 | Copier Rental Agreement Hinds CTY EA | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 12,600.00 |
| # 6 | 0.000 | AU | \$ 0.00 | Cost per copy B&W(.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 15,000.00 |

Contract number : 8200042309
Contract Type : Purchasing (General)

Vendor : TOSHIBA AMERICA BUSINESS SOLUTIONS
Agency Contract ID : 1651-19-C-CNTR-00059

| Item | Qty | Unit | Price Per Unit | Description | Delivery / Required Date |
|------|--------|-----------|-------------------------------------|--------------------------------------|--------------------------|
| | | Retention | Product Number/ Supplier Product | Discount | Amount |
| # 7 | 36.000 | AU | \$ 202.00 | Copier Renter Agreement Stone CTY EA | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 7,272.00 |
| # 8 | 0.000 | AU | \$ 0.00 | Cost per copy B&W(.006) | 00/00/0000 - 00/00/0000 |
| | | 0.00 % | | 0.00 | \$ 10,000.00 |

Attachment B

OPTFM

MDE CP-1

CP-1 Acquisition Approval Form
Dept. of Information Technology Services
3771 Eastwood Dr.
Jackson, MS 39211
(601) 432-8000

CP-1 20190192
Contract IT20190076

Effective Date 10/11/2018
 Expiration Date 12/31/2023
 Date Printed 11/15/2018
 Procurement Type EXEMPTION

Acquisition Method:

This document is your authorization from ITS to purchase the following products and/or services from the vendor listed, at or below the prices itemized. If no vendor is listed, proceed according to ITS exemption instructions or instructions included on the Planned Purchase Approval Letter accompanying this CP-1. This procurement is contingent upon availability of funds and will not become final until the vendor has received your purchase order. Keep this form with your financial records as an audit trail of ITS procurement approval.

For additional information regarding the ITS Procurement Process and CP-1 Approval Documents, refer to the ITS Procurement Handbook, located at <http://www.its.state.ms.us/its/procman.nsf>. The following sections of the Procurement Handbook include information specifically related to CP-1 approvals: 009-025, 013-040, and 013-080.

If you need additional assistance regarding this CP-1, please contact the ITS Procurement Help Desk at 601-432-8166 or e-mail isshelp@its.ms.gov.

| | |
|--|---|
| 201 Education, Department of ATTN: Teresa Washington P.O. Box 771 Jackson, MS 39205-0771 | PLACE ORDER TO: MAKE PAYMENT TO: |
|--|---|

| | | | | | |
|-----------------------|------|---------------------|------|--------------------|---|
| MAX ANNUAL % INCREASE | 0.00 | CP1 LIFECYCLE LIMIT | 0.00 | NUMBER OF PAYMENTS | 1 |
|-----------------------|------|---------------------|------|--------------------|---|

MDE plans to utilize the DFA OPTFM state contract to lease a fleet of copiers for a leasing term of 5 years as detailed in the request to ITS dated September 28, 2018, at a lifecycle cost not to exceed \$958,122.60.

When the total term of the rental agreement from the DFA contract exceeds \$500,000, approval shall be required from the Public Procurement Review Board (PPRB) prior to entering into the lease agreement.

APPROVED ITS DATE: 11/06/2018

Craig P. Deje

PRODUCTS AND SERVICES PURCHASE DETAILS

| QTY | PRODUCTS | EACH NET | EXTENDED NET |
|-----|---------------------------------|----------|--------------|
| | Use of DFA OPTFM State Contract | | |

TOTAL

MAXIMUM

PRODUCT CAT CODES -- 98527000000

DISTRIBUTION TO

- ISS Magic - EMAIL issmagic@its.ms.gov
- John Kraman - EMAIL jkraman@mdek12.org
- Felicia Gavin - EMAIL fgavin@mdek12.org
- Jerry Russ - EMAIL jruss@mdek12.org
- OPTFM - EMAIL purchasingandtravel@dfa.ms.gov

| | | | |
|-----------------------|-----------------------|---------------------------|-----------|
| PRNO AWS00-44830-2 | ATHY DIRECTOR APRV | REPLACEMENT SUBSEQUENT | RFP No(s) |
|-----------------------|-----------------------|---------------------------|-----------|

Effective Date 10/11/2018
Expiration Date 12/31/2023
Date Printed 11/15/2018
Procurement Type EXEMPTION

CP-1 Acquisition Approval Form
Dept. of Information Technology Services
3771 Eastwood Dr.
Jackson, MS 39211
(601) 432-8000

CP-1 **20190192**
Contract **IT20190076**

Acquisition Method:

CP-1 LIFECYCLE REPORT

Product/Services
Copier Fleet

Payment frequency MAXIMUM
Max Annual % Increase 0.00

| | YEAR | PERIOD | PAYMENT AMOUNT | # PMTS | TOTAL FOR YEAR |
|-------|------|------------|-------------------|--------|----------------------|
| | 1 | 10/11/2018 | | 1 | 0.00 |
| Total | | | | 1 | 0.00 |

Attachment C

OPTFM

Staff Approvals

(October 29, 2018 – November 26, 2018)

PUBLIC PROCUREMENT REVIEW BOARD
OPTFM STAFF APPROVALS
AS OF October 29, 2018 - November 26, 2018

| | (P-1) CONTRACT# | AGENCY | VENDOR | REQUEST TYPE | COMMODITY | ACTION | AMOUNT |
|----|-----------------|--|--------------------------------|-----------------------------------|---|------------------|--------------|
| 1 | 8200042645 | MS DEPARTMENT OF REHABILITATION SERVICES | PRORDER, INC. | COMPETITIVE RFX (REVERSE AUCTION) | CHILDREN HELMETS | NEW | \$120,000.00 |
| 2 | 8200042191 | UMMC | COURTESY MOTORS INC. | COMPETITIVE BID | 2019 FORD TRANSIT-350 SPRINTER VAN | NEW | \$38,973.00 |
| 3 | 8200038671 | MS DEPT OF PUBLIC SAFETY | CANON U.S.A., INC | COMPETITIVE PURCHASING AGREEMENTS | COPIERS | MODIFICATION | \$7,282.91 |
| 4 | 8200042737 | UNIVERSITY OF SOUTHERN MS | LAKE SHORE CRYOTRONICS INC. | COMPETITIVE BID | CRYOGENIC PROBE STATION | NEW | \$302,644.77 |
| 5 | 8900000951 | MS DEPT OF MILITARY | MS INDUSTRIES FOR THE BLIND | APPROVAL REQUEST | UNIFORMS | NEW/MODIFICATION | \$103,241.25 |
| 6 | 8800003267 | MS DEPT OF TRANSPORTATION | DEANCO AUCTION COMPANY | APPROVAL REQUEST | AUCTION HOUSE CONTRACT | MODIFICATION | \$50,000.00 |
| 7 | 8200042773 | UNIVERSITY OF SOUTHERN MS | WYATT TECHNOLOGY CORPORATION | COMPETITIVE BID | ANGLE LASER LIGHT SCATTERING) DETECTOR | NEW | \$73,015.00 |
| 8 | 8200042774 | UNIVERSITY OF SOUTHERN MS | METTLER- TOLEDO LLC | COMPETITIVE BID | ULTRA FAST SCANNING DSC WITH TGA/DSC | NEW | \$102,151.69 |
| 9 | 8900000911 | MS DEPT OF TRANSPORTATION | BLAINE SAND & GRAVEL | COMPETITIVE PURCHASING AGREEMENTS | SAND & GRAVEL | MODIFICATION | \$45,000.00 |
| 10 | 8200042769 | UNIVERSITY OF SOUTHERN MS | MARKET TECH INC. | COMPETITIVE BID | PHOTOVOLTAIC AND PHOTODETECTOR TESTING SYSTEM | NEW | \$92,293.00 |
| 11 | 8200042801 | UNIVERSITY OF SOUTHERN MS | BRUKER OPTICS INC. | COMPETITIVE BID | INFRARED FOURIER VACUUM SPECTROMETER | NEW | \$170,145.09 |
| 12 | 8200042832 | OFFICE OF THE STATE AUDITOR | CANON USA INC. | COMPETITIVE PURCHASING AGREEMENT | COPIER RENTAL | NEW | \$10,946.64 |
| 13 | 8200039822 | MS DEPARTMENT OF EMPLOYMENT SECURITY | XEROX DIRECT | COMPETITIVE PURCHASING AGREEMENT | COPIER RENTAL | MODIFICATION | \$81,764.40 |
| 14 | 4600001450 | MS DEPT FINANCE & ADMINISTRATION | THYSSENKRUPP ELEVATOR- ATLANTA | OVERSIGHT | ELEVATOR | MODIFICATION | \$14,244.00 |

PUBLIC PROCUREMENT REVIEW BOARD
OPTFM STAFF APPROVALS
AS OF October 29, 2018 - November 26, 2018

| | | | | | | | |
|----|------------|--|-------------------------------|---|---|--------------|--------------|
| 15 | 8200042254 | MS DEPT FINANCE & ADMINISTRATION | TEC SERVICES OF LOUISIANA INC | APPROVAL REQUEST COMPETITIVE PURCHASING AGREEMENTS | TAX FORMS | NEW | \$130,590.00 |
| 16 | 8200042861 | MS DEPT OF TRANSPORTATION | XEROX DIRECT | COMPETITIVE PURCHASING AGREEMENT | COPIERS | NEW | \$215,305.80 |
| 17 | 8200037861 | MS DEPARTMENT OF HUMAN SERVICES | FRANCOTYP POSTALIA | COMPETITIVE PURCHASING AGREEMENT | MAILING EQUIPMENT | MODIFICATION | \$11,280.00 |
| 18 | 8200042862 | MS STATE DEPARTMENT OF HEALTH | CANON USA, INC. | COMPETITIVE PURCHASING AGREEMENTS | COPIER RENTAL AND MAINTENANCE | NEW | \$26,232.00 |
| 19 | 8200042686 | ELLISVILLE STATE SCHOOL | CANON USA | COMPETITIVE PURCHASING AGREEMENTS | COPIERS | MODIFICATION | \$11,960.16 |
| 20 | 8200040536 | MS DEPT OF WILDLIFE, FISHERIES & PARKS | MIB | OREQ | UNIFORMS | MODIFICATION | \$300,000.00 |
| 21 | 8200041042 | MS DEPT OF MARINE RESOURCES | MAVERICK BOAT GROUP INC. | COMPETITIVE RFX | BOAT | MODIFICATION | \$124,261.73 |
| 22 | 8800003033 | MS DEPT OF WILDLIFE, FISHERIES & PARKS | AGRI-AFC | CNTR/OVERSIGHT APPR | FERTILIZER | MODIFICATION | \$51,367.25 |
| 23 | 8900000980 | UNIVERSITY OF MS | GREEN EQUIPMENT COMPANY | COMPETITIVE BID WITH TRADE IN (OREQ) | CABLE LOCATOR BUNDLE | NEW | \$7,844.00 |
| 24 | 8200042808 | MS FORESTRY COMMISSION | WATERS TRUCK & TRACTOR CO INC | COMPETITIVE RFX | TRAILERS | MODIFICATION | \$176,412.00 |
| 25 | 8200042972 | MVSU | IAC SUPPLY SOLUTIONS INC. | COMPETITIVE BID | EXTERIOR LIGHTING FIXTURES, POLES AND ACCESSORIES (MATERIAL ONLY) | NEW | \$438,946.33 |
| 26 | 8200043056 | MDOT | CANNON USA INC. | COMPETITIVE PURCHASING AGREEMENTS | COPIERS | MODIFICATION | \$12,656.16 |

PUBLIC PROCUREMENT REVIEW BOARD
OPTFM STAFF APPROVALS
AS OF October 29, 2018 - November 26, 2018

| | | | | | | | |
|----|------------|--|---------------------|-----------------------------------|----------------------------|--------------|--------------|
| 27 | 8200041669 | MDOT | CANNON USA INC. | COMPETITIVE PURCHASING AGREEMENTS | COPIERS | MODIFICATION | \$4,214.52 |
| 28 | 8200042582 | MS COMMUNITY COLLEGE BOARD | CANON USA | COMPETITIVE PURCHASING AGREEMENTS | COPIERS | MODIFICATION | \$130,464.00 |
| 29 | 8200042691 | ELLISVILLE STATE SCHOOL(TIMBERLAKE) | CANON USA | COMPETITIVE PURCHASING AGREEMENTS | COPIERS | MODIFICATION | \$9,749.76 |
| 30 | 8200042689 | ELLISVILLE STATE SCHOOL (BROOKWOOD) | CANON USA | COMPETITIVE PURCHASING AGREEMENTS | COPIERS | MODIFICATION | \$9,749.46 |
| 31 | 8200042687 | ELLISVILLE STATE SCHOOL(COTTON'S CORNER) | CANON USA | COMPETITIVE PURCHASING AGREEMENTS | COPIERS | MODIFICATION | \$9,749.46 |
| 32 | 4000334436 | DFA | COUNTRY FORD | COMPETITIVE PURCHASING AGREEMENT | 1 FORD TAURUS | NEW | \$20,871.00 |
| 33 | 4000336553 | DEPARTMENT OF MARINE RESOURCES | CANNON CHEVROLET | COMPETITIVE PURCHASING AGREEMENT | 1 CHEVROLET TAHOE SSV | NEW | \$35,421.98 |
| 34 | 4000336540 | MEMA | COURTESY MOTORS | COMPETITIVE PURCHASING AGREEMENT | 2 FORD F-150 SSV | NEW | \$55,440.00 |
| 35 | 8200043004 | MISSISSIPPI DEPARTMENT OF EDUCATION | TRANSNATIONAL BUS | COMPETITIVE QUOTES | 1 USED BUS | NEW | \$32,900.00 |
| 36 | 8200042989 | MDOT | KIRK AUTO WORLD | COMPETITIVE PURCHASING AGREEMENT | 1 DODGE RAM 1500 TRUCK | NEW | \$26,640.00 |
| 37 | 8200043002 | MDOT | KIRK AUTO WORLD | COMPETITIVE PURCHASING AGREEMENT | 1 FORD F-550 CAB & CHASSIS | NEW | \$30,362.00 |
| 38 | 8800006521 | MS DEPARTMENT OF OIL & GAS | BUTCH OUSTALET FORD | COMPETITIVE PURCHASING AGREEMENT | 1 FORD F-250 EXT CAB TRUCK | NEW | \$26,863.00 |

**PUBLIC PROCUREMENT REVIEW BOARD
OPTFM STAFF APPROVALS
AS OF October 29, 2018 - November 26, 2018**

| | | | | | | | |
|----|------------|--------------------------------------|--------------------|--------------------------------|--------------------------------|-----|--------------|
| 39 | 8200042985 | MDOT | EMPIRE TRUCK SALES | REVERSE AUCTION COMPETITIVE | 1 FREIGHTLINER DIGGER TRUCK | NEW | \$230,000.00 |
| 40 | 4000337512 | MS SOIL & WATER CONSERVATION | KIRK AUTO WORLD | PURCHASING AGREEMENT | 1 DODGE RAM 1500 TRUCK | NEW | \$21,387.00 |
| 41 | | COPIAH COUNTY SCHOOL DISTRICT | USAC/FCC | REVERSE AUCTION EXEMPTION | E-RATE CATEGORY PROJECT | NEW | \$75,000.00 |
| 42 | | GREENVILLE PUBLIC SCHOOL DISTRICT | USAC/FCC | REVERSE AUCTION EXEMPTION | E-RATE CATEGORY PROJECT | NEW | \$624,000.00 |

Attachment D

OPTFM

Emergency Purchase Approvals

**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 CMCF'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 E

OPTFM

Sole Source Approvals

**PUBLIC PROCUREMENT REVIEW BOARD
OPTFM SOLE SOURCE APPROVALS**

| | (P-1) CONTRACT # | AGENCY | VENDOR | REQUEST TYPE | COMMODITY | AMOUNT | DATE RECEIVED | ACTION | SOLE SOURCE JUSTIFICATION |
|---|---------------------|-------------------------------|--|--------------|--|--------------|---------------|--------|---------------------------|
| 1 | 8800006121 | UMMC | TUCKER-DAVIS TECHNOLOGIES | SOLE SOURCE | RECORDING SYSTEM FOR AUDITORY EVOKE POTENTIALS AND DISTORTION PRODUCT OTACOUS TIC EMISSIONS IN RODENTS AND RELATED ACCESSORIES FROM TUCKER-DAVIS TECHNOLOGIES. | \$27,265.00 | 1/8/18 | | |
| 2 | 8800006130 | UMMC | BIO-RAD LABORATORIES | SOLE SOURCE | TWO (2)CHEMIDOC MP IMAGING SYSTEMS, ACCESSORIES AND COMMODITIES FROM BIORAD | \$84,480.00 | 1/9/18 | | |
| 3 | 8800006157 | MS STATE DEPARTMENT OF HEALTH | QIAGEN, INC. | SOLE SOURCE | TB REAGENTS TEST KITS | \$373,437.00 | 1/26/18 | | |
| 4 | 8800006158 | MS STATE DEPARTMENT OF HEALTH | BECTON, DICKSON AND COMPANY | SOLE SOURCE | REAGENTS AND SUPPLIES FOR BD BACTEC MGMT SYSTEM | \$71,271.90 | 1/26/18 | | |
| 5 | 8800006158 | MS STATE DEPARTMENT OF HEALTH | BECTON, DICKSON AND COMPANY | SOLE SOURCE | REAGENTS AND SUPPLIES FOR BD BACTEC MGMT SYSTEM | \$71,271.90 | 1/29/18 | | |
| 6 | 8800006140 | MSU | INTERNATIONAL ASSOCIATION OF ASSESSING O | SOLE SOURCE | COURSE MATERIALS | \$99,750.00 | 1/11/18 | | |
| 7 | 8800006141 | MSU | CRAIC TECHNOLOGIES, INC | SOLE SOURCE | SPECTROPHOTOMETER | \$76,355.00 | 1/18/18 | | |
| 8 | 8800004732 | UNIVERSITY OF MS | UNIVERSITY OF ALASKA FAIRBANKS | SOLE SOURCE | CHAPARRAL MODEL 50A INFRASOUND SENSORS | \$8,160.00 | 2/21/18 | | |
| 9 | 8800004654 | UNIVERSITY OF MS | D.E HOKANSON, INC. | SOLE SOURCE | HOKANSON NINP2 NONINVASIVE ARTERIAL INFLOW AND ECG STRAIN GAUGE AND PHOTO PLETHYSMOGRAPH WITH ACCESSORIES | \$9,054.00 | 2/21/18 | | |

**PUBLIC PROCUREMENT REVIEW BOARD
OPTFM SOLE SOURCE APPROVALS**

| | | | | | | | | | |
|----|------------|-------------------|--|-------------|--|--------------|---------|--|--|
| 10 | 8800004767 | UNIVERSITY OF MS | WYLE LABORATORIES INC | SOLE SOURCE | BIOREACTOR DOMES- CUSTOM DESIGNED INSTRUMENT FOR CANCER RESEARCH | \$42,224.97 | 2/21/18 | | |
| 11 | 8800004770 | UNIVERSITY OF- MS | RHOADES CAR INTERNATIONAL | SOLE SOURCE | RHOADES CAR GOBOY X2 WITH MOTOR, CANOPY, AND ACCESSORIES | \$6,472.00 | 2/21/18 | | |
| 12 | 8800004771 | UNIVERSITY OF MS | HORIBA INSTRUMENTS INC. | SOLE SOURCE | LABRAM HR EVOLUTION RAMAN MICROSCOPE WITH ACCESSORIES | \$288,090.00 | 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 | | |

**PUBLIC PROCUREMENT REVIEW BOARD
OPTFM SOLE SOURCE APPROVALS**

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|----|------------|------------------|-------------------------------------|-------------|--|--------------|---------|-----|--|
| 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 | 8800006021 | UNIVERSITY OF MS | LI-COR, INC. | SOLE SOURCE | LI-COR, INC. ODYSSEY CLX INFRARED IMAGING SYSTEM | \$55,155.00 | 2/21/18 | | |
| 25 | 8800006074 | UNIVERSITY OF MS | COSMED USA INC | SOLE SOURCE | COSMED USA, INC. BOD POD GOLD STANDARD | \$48,536.00 | 2/21/18 | | |
| 26 | 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 | |
| 27 | 8800006155 | UMMC | ANDOR TECHNOLOGY LTD | SOLE SOURCE | ANDOR DSD2 CONFOCAL 3D IMAGING SYSTEM, CAMERA AND ASSOCIATED ACCESSORIES | \$76,632.00 | 1/24/18 | NEW | |

**PUBLIC PROCUREMENT REVIEW BOARD
OPTFM SOLE SOURCE APPROVALS**

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|----|------------|-----|-----------------------|-------------|--|--------------|--------|--------------|--|
| 28 | 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 | |
| 29 | 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 | |
| 30 | 8800005555 | MSU | SPARY EMBEDDED AB | SOLE SOURCE | RADIOSONDE S1H3-S (WEATHER INSTRUMENTATION WITH BALLOON) | \$28,997.00 | 3/6/18 | MODIFICATION | |
| 31 | 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 | |

**PUBLIC PROCUREMENT REVIEW BOARD
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|----|------------|-----|--------------------------|-------------|---|-------------|--------|--------------|--|
| 33 | 8800005645 | MSU | ANTON PAAR USA INC. | SOLE SOURCE | <p>PELTIER TEMPERATURE CONTROL DEVICE FOR CONCENTRIC CYLINDER MEASURING GEOMETRIES TEMPERATURE RANGE -30 TO 200C</p> | \$17,393.53 | 3/6/18 | MODIFICATION | |
| 34 | 8800005675 | MSU | TELONICS INC. | SOLE SOURCE | <p>TGW-4677-4 GPS/IRIDIUM SYSTEM WITH FULL CAST FOR BROWN BEAR TGW-4677-4 GPS/IRIDIUM SYSTEM FOR ELK</p> | \$85,314.00 | 3/6/18 | MODIFICATION | |
| 35 | 8800005612 | MSU | OPTOMECH INC. | SOLE SOURCE | <p>TWO POWDER FEEDERS MOUNTED ON A STANDALONE CART WITH INDIVIDUAL RPM CONTROL AND A PROGRAM FOR CUSTOM BLENDING OF MATERIALS.</p> | \$49,000.00 | 3/6/18 | MODIFICATION | |
| 36 | 8800005692 | MSU | PI PHYSIK INSTRUMENTE LP | SOLE SOURCE | <p>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-056-60P: PICA POWER PIEZO ACTUATOR, 60µM, OD56XL63MM</p> | \$33,413.00 | 3/6/18 | MODIFICATION | |

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| | | | | | | | | | |
|----|------------|-----|---------------------------|-------------|--|--------------|---------|--------------|--|
| 37 | 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 | |
| 38 | 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 | |
| 39 | 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 | |
| 40 | 8800005555 | MSU | SPARY EMBEDDED AB | SOLE SOURCE | RADIOSONDE S1H3-S (WEATHER INSTRUMENTATION WITH BALLOON) | \$28,997.00 | 3/12/18 | MODIFICATION | |
| 41 | 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 | |

**PUBLIC PROCUREMENT REVIEW BOARD
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| | | | | | | | | | |
|----|------------|-----|---------------------|-------------|---|-------------|---------|--------------|--|
| 42 | 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 | 3/12/18 | 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 | TELEONICS 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 | 3/12/18 | 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 | |

**PUBLIC PROCUREMENT REVIEW BOARD
OPTFM SOLE SOURCE APPROVALS**

| | | | | | | | | | |
|----|------------|-----|---------------------------|-------------|---|-------------|---------|--------------|--|
| 46 | 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 | 3/12/18 | 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 | |

**PUBLIC PROCUREMENT REVIEW BOARD
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| | | | | | | | | | |
|-----------|------------|-----|---------------------------|-------------|--|--------------|---------|--------------|--|
| 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 THS 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 | |

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| | | | | | | | | | |
|----|------------|-----|----------------------|-------------|---|--------------|---------|--------------|--|
| 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 TRIBINDENTER TI-900 HYSITRON/NEWPORT ESP-301 MOTOR CONTROLLER FOR TRIBINDENTER TI-900 V2 COLOR OPTICS FOR TRIBINDENTER TI-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 | |

**PUBLIC PROCUREMENT REVIEW BOARD
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| | | | | | | | | | |
|----|------------|-----|--|-------------|--|--------------|---------|--------------|--|
| 61 | 8800004835 | MSU | FUJI FILM 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 S IH3-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 | HMI42-SEDIMENTATION TANK, HMI141-HYDROGRAPH AFTER PRECIPITATION, HMI111-PIPE NETWORK BENCH AND HMI140-OPEN CHAN | \$103,000.00 | 3/12/18 | MODIFICATION | |

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|----|------------|-----|------------------------------|-------------|--|--------------|---------|--------------|--|
| 67 | 8800004931 | MSU | INTERNATIONAL MET SYSTEMS | SOLE SOURCE | 58 OF EACH OF THE FOLLOWING: IMET-1ABXN 403 MHZ GPS RADIOSONDE, 100CM METEOROLOGICAL BALLLOON, 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 XGI-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 MOTOR MODULE INSTALLED IN USV. 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 | |

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| 71 | 8800004976 | MSU | BECKMAN COULTER INC. | SOLE SOURCE | BECKMAN COULTER OPTIMA XPN 90-1VD (A99842) BECKMAN COULTER ROTOR PACKAGE, SW-32TI (369694) BECKMAN COULTER SW-55TI ROTOR PACKAGE (362196) | \$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 | |
| 73 | 8800005040 | MSU | PENTAIR AQUATIC ECO-SYSTEMS | SOLE SOURCE | CARTRIDGE FILTERS, IN SERIES FROM 25 MICRON TO 1 MICRON, 100 GALLON STORAGE TANK, SUBMERSIBLE HEATER (1000 WATTS, 230 VOLT), HEATER CONTROLLER, WATER PUMP TO PROVIDE 5 GPM, AND SPARUS PUMP WITH CONSTANT FLOW TECHNOLOGY, ADJUSTABLE FLOW RATES UP TO 60 GPM, TWO 1 MICRON BAG FILTERS, CARBON FILTER (SUITABLE FOR WATER POLISHING AND TRACE CHEMICAL REMOVAL ONLY), SKID MOUNTED FOR EASY INSTALLATION, CAN BE USED FOR RECIRCULATION WITH ADDITION OF BIOFILTER | \$12,615.02 | 3/12/18 | MODIFICATION | |
| 74 | 8800005045 | MSU | TSI INCORPORATED | SOLE SOURCE | LASER AEROSOL SPECTROMETER (LAS) SYSTEM FROM TSI INC. CONSISTING OF A TSI MODEL 3340 LASER PARTICLE SIZER KIT AND A TSI 3302A AEROSOL DILUTER. THIS SYSTEM IS A RESEARCH GRADE INSTRUMENT AND WILL BE ORDERED FOR USE IN A PROJECT SUBJECT TO THE NUCLEAR GRADE QUALITY MEASUREMENTS. | \$68,825.00 | 3/12/18 | MODIFICATION | |

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| 75 | 8800005047 | MSU | LIGHT TECHNOLOGIES IND INC. | SOLE SOURCE | TWO (2) LT INDUSTRIES, INC. HIGH ENERGY BUBBLE SHEDDING PROBES (MODEL # PR-V) AND ONE (1) LT INDUSTRIES, INC. FIBER OPTIC CABLE BUNDLE (BIFOP- FS120). | \$7,665.00 | 3/12/18 | MODIFICATION | |
| 76 | 8800005058 | MSU | ARMFIELD INC. | SOLE SOURCE | <ol style="list-style-type: none"> 1) DLM-X: BASE UNIT FOR DESKTOP LEARNING MODULE 2) DLM-1: BASIC HEAT EXCHANGER EXPERIMENT ATTACHMENT FOR DESKTOP LEARNING MODULE 3) DLM-2: FLUIDISED BED EXPERIMENT ATTACHMENT FOR DESKTOP LEARNING MODULE 4) DLM-3: ORIFICE PLATE EXPERIMENT ATTACHMENT FOR DESKTOP LEARNING MODULE 5) DLM-4: SHELL AND TUBE HEAT EXCHANGER EXPERIMENT ATTACHMENT FOR DESKTOP LEARNING MODULE (REQUIRES TWO BASE UNITS TO OPERATE) 6) DLM-5: TUBULAR HEAT EXCHANGER EXPERIMENT ATTACHMENT FOR DESKTOP LEARNING MODULE (REQUIRES TWO BASE UNITS TO OPERATE) 7) DLM-6: ENERGY LOSSES IN HYDRAULIC SYSTEM EXPERIMENT ATTACHMENT FOR DESKTOP LEARNING MODULE 8) DLM-7: VENTURI SYSTEM EXPERIMENT ATTACHMENT FOR DESKTOP LEARNING MODULE DLM-70: CARTRIDGE DRAIN KIT ACCESSORY FOR DESKTOP LEARNING MODULE | \$59,178.00 | 3/12/18 | MODIFICATION | |

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| 77 | 8800005059 | MSU | CURRICULUM ASSOC. INC. | SOLE SOURCE | BRIGANCE EARLY CHILDHOOD COMPLETE ASSESSMENT KIT (3-YEARS) BRIGANCE EARLY CHILDHOOD COMPLETE ASSESSMENT KIT III (0-35MONTHS) | \$52,561.44 | 3/12/18 | MODIFICATION | |
| 78 | 8800005086 | MSU | PROTEIN SIMPLE | SOLE SOURCE | THE WES SYSTEM FROM PROTEIN SIMPLE IS A UNIQUE, AUTOMATED SIZE-BASED SEPARATION AND NANO- IMMUNOASSAY PLATFORM FOR THE DETECTION AND CHARACTERIZATION OF PROTEIN MOLECULAR WEIGHTS IN DENATURED PROTEIN LYSATES | \$64,000.00 | 3/12/18 | MODIFICATION | |
| 79 | 8800005181 | MSU | US FOREST SERVICE | SOLE SOURCE | ITEM NO. 99271 MARK TRAIL COLORING BOOK, QUANTITY - 12,000 ITEM NO. 99272 MARK TRAIL ACTIVITY BOOK, QUANTITY - 12,000 | \$23,520.00 | 3/12/18 | MODIFICATION | |
| 80 | 8800005202 | MSU | TSI INC. | SOLE SOURCE | TWO TSI MODEL 3302A AEROSOL DILUTER, TO BE USED IN COMBINATION WITH A TSI MODEL 3321 AERODYNAMIC PARTICLE SIZER (APS) THAT MSU-ICET HAS PREVIOUSLY PURCHASED. | \$18,563.90 | 3/12/18 | MODIFICATION | |
| 81 | 8800005230 | MSU | PI PHYSIK INSTRUMENTE LP | SOLE SOURCE | NEXACTUATOR LINEAR ACTUATOR, 30MM, 20NM ENCODER-RESOLUTION NEXACT® CONTROLLER, 1 CHANNEL, LINEAR ENCODER | \$8,703.96 | 3/12/18 | MODIFICATION | |

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| 82 | 8800005251 | MSU | WINTERSTEIGER INC. | SOLE SOURCE | WINTERSTEIGER CUBUS FORAGE HEADER PART #0233.1001.01 1.5M CUTTING WIDTH HYDRAULIC DRIVEN 4 PIECE PICKUP REEL, 0-60 RPM, DOUBLE BRUSHES FOR CONTINUOUS FEEDING HYDRAULIC DRIVEN DOUBLE KNIFE WITH STEPLESS ADJUSTABLE KNIFE SPEED | \$31,100.00 | 3/12/18 | MODIFICATION | |
| 83 | 8800005268 | MSU | MASSA PRODUCTS CORP. | SOLE SOURCE | 2 - M3 WIRELESS TANK LEVEL SENSOR DEVELOPERS KIT 25 - M3/150 MASSA WIRELESS SHORT RANGE ULTRASONIC LEVEL SENSOR | \$15,889.08 | 3/12/18 | MODIFICATION | |
| 84 | 8800005353 | MSU | SEGWAY INC. | SOLE SOURCE | ONE (1) SEGWAY SE-3 PATROLLER (SECURITY) WITH AMBER STROBE LIGHTS. MODEL # 24780SAA | \$13,394.00 | 3/12/18 | MODIFICATION | |
| 85 | 8800005400 | MSU | ANTON PAAR USA INC. | SOLE SOURCE | DENSITY METER (ANTON-PAAR DMA 4500M) THAT WILL ENABLE THE PETROLEUM PRODUCTS LABORATORY TO DETERMINE API GRAVITY OF GASOLINE, GASOHOL, AND DIESEL SAMPLES. | \$14,556.80 | 3/12/18 | MODIFICATION | |
| 86 | 8800005401 | MSU | SHIMADZU SCIENTIFIC INST. INC. | SOLE SOURCE | UPGRADE FOR AN EXISTING SHIMADZU GAS CHROMATOGRAPH THAT WILL ENABLE THE PETROLEUM PRODUCTS LABORATORY TO PERFORM SIMULATED DISTILLATION TESTING ON PETROLEUM SAMPLES. | \$10,837.76 | 3/12/18 | MODIFICATION | |

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| 87 | 8800005492 | MSU | PETROLAB COMPANY LLC | SOLE SOURCE | MINIVAP-VPXPERT VAPOR PRESSURE TESTER WITH 12- PLACE AUTOSAMPLER. | \$33,365.00 | 3/12/18 | MODIFICATION | |
| 88 | 8800005500 | MSU | INDUSRY TRAINING SOLUTIONS | SOLE SOURCE | 5 COMPLETE LABVOLT 0.2KW ELECTROMECHANICAL TRAINING SYSTEM - MODULAR WORKSTATIONS WITH APPLICABLE MODULES MADE BY FESTO DIDACTIC | \$145,431.25 | 3/12/18 | MODIFICATION | |
| 89 | 8800005585 | MSU | DYNAMIC SYSTEMS INC. | SOLE SOURCE | GLEEBLE 3500C-10/IHS-75 THERMAL- MECHANICAL SIMULATOR | \$747,352.90 | 3/12/18 | MODIFICATION | |
| 90 | 8800006201 | UNIVERSITY OF MS | LEICA MICROSYSTEMS INC. | SOLE SOURCE | TSC SP8WLL X CONFOCAL MICROSCOPE FOR RESEARCH PURPOSES | \$457,874.69 | 3/21/18 | NEW | |
| 91 | 8800006185 | MSU | LOTEK WIRELESS INC. | SOLE SOURCE | LITETRACK IRIIDIUM 420 COLLAR FOR BLACK BEARS WITH 20 CM SELF-ADJUSTING MAGNETIC EXPANDABLE AND CONTRACTIBLE INSERT | \$19,563.00 | 3/23/18 | NEW | |
| 92 | 8800006200 | UNIVERSITY OF SOUTHERN MS | SHOUMEITSENG | SOLE SOURCE | LABOACE LC-5060 SYSTEM THAT SEPARATES AND COLLECTS HIGHLY PURE COMPOUNDS AND RECYCLES SOLVENTS. | \$66,000.00 | 3/23/18 | NEW | |

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| 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 | |

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| 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 | |

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| 108 | 8800006248 | UMMC | PERIMED 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 FLOURESCENT 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 FLOURESCENT 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 | |

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| 113 | 8800006279 | MS STATE DEPARTMENT OF HEALTH | BIO RAD LABORATORIES, INC | SOLE SOURCE | GENIUS 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 | \$60,038.42 | 5/30/18 | NEW | |
| 117 | 8800006262 | DPS | QIAGEN INC | SOLE SOURCE | QIAGEN EZI 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 | 6/6/18 | NEW | |

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| 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-FLUORESPIROMETER, 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 | VISLOK | \$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 | OROBOROS 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 | |

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| 132 | 8800006313 | MS STATE DEPARTMENT OF HEALTH | The National Campaign to Prevent Tc | 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 MEDASSOCIATES 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 | Tonapoφylline | \$6,980.00 | 7/11/18 | NEW | TONAPOφYLLINE 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 |

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| 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 | \$108,311.00 | 8/6/18 | MODIFICATION | ONLY ONE PRODUCER MEETS SPECS REQUIRED |
| 140 | 8800006366 | UNIVERSITY OF MS | WYATT TECHNOLOGY CORPORATION | SOLE SOURCE | MINDAWN 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 | LOLOGO 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. |

**PUBLIC PROCUREMENT REVIEW BOARD
OPTFM SOLE SOURCE APPROVALS**

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| 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 | PERICAM 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. |

**PUBLIC PROCUREMENT REVIEW BOARD
OPTFM SOLE SOURCE APPROVALS**

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| 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 (GCRU) | TELEDYNE INSTRUMENTS INC. | SOLE SOURCE | TR-6001 ACOUSTIC RELEASES AND UNIVERSAL TOPSIDE UNIT | \$85,030.00 | 8/20/18 | NEW | NOT INCLUDED |
| 156 | 8800006256 | UMMC | MEDIBEACON | SOLE SOURCE | NIC-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 |

**PUBLIC PROCUREMENT REVIEW BOARD
OPTFM SOLE SOURCE APPROVALS**

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| <p>157</p> <p>880006420</p> <p>MSU</p> <p>UT-BATTELLE LLC</p> <p>SOLE SOURCE</p> | <p>ISOTOPE TO BE BELOW:</p> <p>CD-114 CADMIUM 114: 110 MG CADMIUM METAL SOLID ASSAY: 98.69% BATCH: 222140</p> <p>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%</p> <p>BATCH: 181440</p> <p>ZZ-S12 (2) EM STABLE ISOTOPE TARGET FAB SERVICES: CD-113 PELLET -4 MM X 79.4 MG/CM2</p> <p>TYPICAL TOLERANCES: THICKNESS +/- 15% UNIFORMITY < 10% VARIATION OUTSIDE DIMENSIONS +/- 0.5 MM SHIP -10 MG. CHARGE FOR 13 MG (MATERIAL LOST DURING FABRICATION)</p> <p>CD-112 CADMIUM 112: 110 MG CADMIUM METAL SOLID ASSAY: 98.27%</p> <p>BATCH: 155640</p> <p>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-6800P PORTABLE PHOTOSYNTHESIS</p> | <p>\$8,235.47</p> | <p>9/5/18</p> | <p>NEW</p> | <p>THESE ISOTOPE ARE THE ONLY ONES THAT CONFORM TO THE SPECIFICATIONS AND REQUIREMENTS OF THE LOS ALAMOS NATIONAL LABORATORY FOR RESEARCH PURPOSES.</p> |
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SECRETARY BATTELLE ENERGY SERVICES

**PUBLIC PROCUREMENT REVIEW BOARD
OPTFM SOLE SOURCE APPROVALS**

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| 158 | 880006426 | MSU | HORIBA INSTRUMENTS INC. | SOLE SOURCE | 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) CUVETTE, STD, 10ML SAMPLE HOLDER, 1-POS PELT QNW 15Z W/CIR FILTER SET, ND 03-3 0.50X50MM SET OF 7 (PARTS USED WITH THE INTEGRATION SPHERE FILTER HOLDERS FOR FLUOROMAX, SET OF 2 THE PART FOR ENABLING FLORESCENCE ANISOTROPY ANALYSIS AUTO POLARIZER SET FOR FM4X-4 USB THE PART FOR ENABLING FLORESCENCE TITRATION APPLICATIONS AUTO-TITRATION (INJECTOR) FM4 115V | \$39,898.03 | 9/6/18 | NEW | SPECTROFLUOROMETER COMPONENTS THAT ARE COMPATIBLE WITH THEIR EXISTING UNIT. |
| 159 | 880006432 | MSU | TSI INCORPORATED | SOLE SOURCE | TSI 8130A AUTOMATED FILTER TESTER TSI 3302A AEROSOL DILUTER 1140001 ISOKINETIC SAMPLING COUPLER 3340/3302A TSI 3340A LASER AEROSOL SPECTROMETER | \$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 | 880006451 | UNIVERSITY OF SOUTHERN MS | THERMO ELECTRON NORTH AMERICA | SOLE SOURCE | SPECIMEN HEATING/COOLING PROBE FOR THERMOFISHER ESCALAB XI+, STANDARD THERMOFISHER ESCALAB XI+ SAMPLE KIT AND ESSENTIAL SPARES KIT FOR THERMOFISHER ESCALAB XI+ MAGXIS SYSTEM | \$53,865.00 | 9/13/18 | NEW | COMPATIBILITY WITH AN EXISTING UNIT. |

**PUBLIC PROCUREMENT REVIEW BOARD
OPTFM SOLE SOURCE APPROVALS**

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| 161 | 8800006431 | UNIVERSITY OF SOUTHERN MS | WYATT TECHNOLOGY CORPORATION | SOLE SOURCE | MINIDAWN 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 | FAST PROTEIN LIQUID CHROMATOGRAPHY (FPLC) 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 PSY-500-M MODEL LASER DOPPLER VIBROMETER SYSTEM. | \$302,960.00 | 9/28/18 | NEW | POLYTEC PSY-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, 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. |

**PUBLIC PROCUREMENT REVIEW BOARD
OPTFM SOLE SOURCE APPROVALS**

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| 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 | REQUEST FOR ANOTHER CHEMIDOC MP IMAGING SYSTEM SO THAT ALL OF THE OTHER BIO-RAD MANUFACTURES THE PROPRIETARY COMPONENTS AND DISPOSABLES FOR PROPER USE OF THE INTEGRATED SYSTEMS. |
| 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 | 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 RADIIALLY 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. |
| 166 | 8800006461 | UMMC | DATA SCIENCES INTERNATIONAL INC. | SOLE SOURCE | IMPLANTABLE TELEMETRY PRODUCTS | \$210,000.00 | 10/4/18 | NEW | 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. |

**PUBLIC PROCUREMENT REVIEW BOARD
OPTFM SOLE SOURCE APPROVALS**

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| 167 | 8800006492 | 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 NDFG12-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. |

**PUBLIC PROCUREMENT REVIEW BOARD
OPTFM SOLE SOURCE APPROVALS**

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| 171 | 8800006483 | 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 ROUNDED GRANT PROPOSAL AND IS REQUIRED FOR THE FUNDED RESEARCH. 100% FEDERALLY FUNDED BY THE NATIONAL SCIENCE FOUNDATION (NSF AWARD #OIA-1757220). |
| 172 | 8800006482 | UNIVERSITY OF SOUTHERN MS | ABET TECHNOLOGIES INC. | SOLE SOURCE | IV MEASUREMENT SYSTEM | \$23,453.00 | 11/2/18 | NEW | FROM SSD FORM; THIS IS THE ONLY IV MEASUREMENT SYSTEM COMPATIBLE WITH OUR EXISTING GLOVEBOX SYSTEM. |
| 173 | 8800006510 | MS DEPT OF PUBLIC SAFETY | RANDOX LABORATORIES-US LTD | SOLE SOURCE | RANDOX BIOCHIP ARRAY "EVIDENCE" ANALYZER KITS | \$293,100.00 | 11/7/18 | NEW | ONLY ONE TYPE OF ANALYZER THAT FITS NEEDS |
| 174 | 8800006501 | MSU | AGILENT TECHNOLOGIES INC. | SOLE SOURCE | AGILENT 1260 INFINITY II LIQUID CHROMATOGRAPH COUPLED TO AN AGILENT 6470 TRIPLE QUADRUPOLE SYSTEM (LC- MS/MS). THIS UNIT WOULD CONSIST OF THE MULTICOLUMN THERMOSTAT (G7116A), MULTISAMPLER (G7167A), QUATERNARY PUMP (G7104C), AND MASS SPECTROMETER (G6470AA). | \$355,129.31 | 11/8/18 | NEW | FROM SSD FORM; THE MSCL REQUIRES A TRIPLE QUADRUPOLE MASS SPECTROMETER THAT IS CAPABLE OF ANALYZING LOW PART PER BILLION TO PART PER TRILLION LEVELS OF HORMONES, PESTICIDES, MYCOTOXINS, DYES, AMINO ACIDS AND PEPTIDES. THIS IS THE ONLY INSTRUMENT ON THE MARKET THAT WILL MEET THE NEEDS REQUIRED BY MSCL. |

**PUBLIC PROCUREMENT REVIEW BOARD
OPTFM SOLE SOURCE APPROVALS**

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| 8800006534 | UMMC | MED ASSOCIATES INC. | SOLE SOURCE | FOUR (4) STANDARD MODULAR OPERANT TEST CHAMBERS AND RELATED COMPONENTS FOR RATS TO BE USED IN THE RESEARCH SETTING. | \$24,807.08 | 11/14/18 | NEW | FROM P1 HEADER SUPPLIER TEXT; ADDITIONAL TEST CHAMBERS SHOULD BE IDENTICAL TO CURRENT FOR CONTINUITY OF RESEARCH AND INTEGRATION WITH EXISTING SOFTWARE. THE CURRENT OPERANT TEST CHAMBERS ARE ONLY MANUFACTURED AND DISTRIBUTED BY MEDASSOCIATES. |
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Attachment F

BOB

Staff Approvals

BOB STAFF APPROVALS - Outside Constracts in MAGIC

PPRB - DEC 5, 2018

| Agcy Desc | CTR Type Desc | CTR ID | Contract Description | Valid From | Valid To | Total Amt | Vendor Name | Request Type | Contract Category Desc | Approver Type | Appr/Req Date | Appr Text |
|---|----------------------|------------|---------------------------|------------|--------------|-----------------------------------|----------------------------------|---------------------|------------------------|---------------------------------------|---------------|---|
| MS DEPT OF MILITARY | Purchasing (General) | 8200005835 | 1701-18-C-SOLC-00010-V003 | 3/4/2019 | 3/4/2019 | 1,841,500.00 | Richard Womack Construction, LLC | COMPETITIVE RFX | BOB-CONSTRUCTION | CTR Commodity Oversight 1 Approval | 11/14/2018 | Approve CO#2 add \$28,615.20 + 20 days for file-in of existing bids and headers (CS30608693 11/14/2018 10:28:28 CST) |
| MS DEPT OF MILITARY | Purchasing (General) | 8800005941 | 1704-18-C-SOLC-00018-V004 | 11/17/2018 | 1,942,076.00 | Walker Construction LLC | COMPETITIVE RFX | COMPETITIVE RFX | BOB-CONSTRUCTION | CTR Commodity Oversight 1 Approval | 11/13/2018 | Approve CO#4, \$35,800.00 & 30 days due to training schedule. |
| MS DEPT OF MILITARY | Purchasing (General) | 8800005923 | 1701-18-C-SOLC-00015-V005 | 12/19/2018 | 1,316,429.61 | C B Developers, Inc. | COMPETITIVE RFX | COMPETITIVE RFX | BOB-CONSTRUCTION | CTR Commodity Oversight 1 Approval | 11/09/2018 | Approve CO#3, \$23,547.60, 28 days, Latent conditions (CS30608693 11/09/2018 09:05:36 CST) |
| MS DEPT OF MILITARY | Purchasing (General) | 8800005440 | 1701-19-C-SOLC-00011-V001 | 8/10/2019 | 516,200.00 | RALPH MCKNIGHT & SONS CONST, INC. | COMPETITIVE RFX | COMPETITIVE RFX | BOB-CONSTRUCTION | CTR Commodity Oversight 1 Approval | 11/09/2018 | Approve change in distribution. No change in contract (CS30608-593 11/09/2018 16:09:39:56 CST) |
| MS SOIL & WATER CONSERVATION COMMISSION | Purchasing (General) | 8200036929 | 1486-18-C-CNTR-00010-V004 | 12/4/2017 | 479,588.75 | Triple E. Construction Inc | COMPETITIVE RFX | COMPETITIVE RFX | BOB-CONSTRUCTION | CTR Commodity Oversight 1 Approval | 11/08/2018 | Approve CO#1 +60 days for site access scheduling (CS30608693 11/08/2018 08:38:01 CST) |
| MS SOIL & WATER CONSERVATION COMMISSION | Purchasing (General) | 8200042227 | 1486-18-C-CNTR-00003-V001 | 10/1/2018 | 808,109.20 | ANDERSON CONTRACTING LLC | COMPETITIVE RFX | COMPETITIVE RFX | BOB-CONSTRUCTION | CTR Commodity Oversight 1 Approval | 11/7/2018 | Approved signed contract with Anderson Contracting LLC (CS30608693 11/07/2018 16:57:21 CST) |
| MS SOIL & WATER CONSERVATION COMMISSION | Purchasing (General) | 8800036276 | 1486-18-C-CNTR-00008-V003 | 11/6/2019 | 1,000,000.00 | DUNGAN ENGINEERING, PA | Req for Information | Req for Information | BOB-CONSTRUCTION | CTR Commodity Oversight 1 Approval | 10/31/2018 | Indefinite extend Contract, perform Approve 1st year of 5 possible one-year extensions with no change in original contract. Start 6 Nov, 2018. (CS30608693 10/31/2018 17:57:43 CST) |
| MS DEPT OF MILITARY | Purchasing (General) | 8800006481 | 1701-19-C-SOLC-00023-V001 | 10/18/2018 | 1,658,300.00 | Sons Construction, LLC | COMPETITIVE RFX | COMPETITIVE RFX | BOB-CONSTRUCTION | CTR Commodity Oversight 1 Approval | 10/26/2018 | Approve signed contract w Sons Construction, \$1,658,300.00 @ 300 days. (CS30608693 10/26/2018 14:42:59 CST) |

BoB-AD-080 PPRB

Staff Approvals - FE

PPRB - Dec 5, 2018

Query Parameters:

condition(s):

Data Element: Condition Value
between 2018-10-25 to 2018-11-20
Completed

Dir_Approved, SAF_Printed

to 5000000

Workflow / Setup Name: contains FE, ITS

| Project Name | Institution/Agency Name | Contract Scope | Low Base Bid? | # Bids | # Quote | Award Number | CP-1 # | State Contract # | Company Name | Dir. Approval Date | Amount |
|-----------------------------------|---|---|---------------|--------|---------|--------------|--------|------------------|--------------------------|--------------------|------------|
| 350-024 Space Utilization Program | Office of Capital Facilities (Department of Finance and Administration) | Procurement, delivery, installation of Chairs to Bureau of Building, 501 N. West Street, Suite 1401B, Jackson, Mississippi 39201, State Contract #8200039596. | Yes | 1 | 1 | FE004 | | 8200039596 | Office Innovations, Inc. | 11/7/2018 | \$9,780.00 |
| 350-024 Space Utilization Program | Office of Capital Facilities (Department of Finance and Administration) | Procurement, delivery and installation of Book Shelves for Department of Finance Administration, 501 N. West Street, Suite 1301A, Jackson, Mississippi 39201, State Contract #8200038729. | Yes | 1 | 1 | FE005 | | 8200038729 | Office Innovations, Inc. | 11/9/2018 | \$1,237.02 |

Quote Award - FE

Count: 2

\$11,017.02

Total:

Count: 2

\$11,017.02

BoB-AD-080 PPRB Staff Approvals - GC

PPRB - 5 Dec, 2018

Query Parameters:

condition(s):
 Data Element: Condition Value
 Date: between 2018-10-25 to 2018-11-20
 Completed
 Dir_Approved_SAF_Printed
 0 to 5000000
 Workflow / Setup Name: contains GC

| Project Name | Institution/Agency Name | Contract Scope | Low Bpd? | Bids | # Quotes | Award Number | Company Name | Dir. Approval Date | Amount | Contract Time |
|--|--|--|----------|------|----------|--------------|------------------------------|--------------------|--------------|---------------|
| 204-080 Stennis Hall Renofing | East Mississippi Community College | Replace the existing roof and metal siding on Stennis Hall with a new TPO roof on the Scooba Campus of East Mississippi Community College. | Yes | 7 | 0 | GC001 | G&G Sheetmetal & Roofing LLC | 11/13/2018 | \$466,000.00 | 120 days |
| 362-065 Computer Room Cooling Improvements | Woolfolk Building (Office and Capitol Facilities) (Department of Finance and Administration) | Enhancements to the cooling infrastructure in the ITS equipment room housed in the ET Woolfolk Building. | Yes | 1 | 0 | GC001 | Metro Mechanical, Inc. | 11/2/2018 | \$76,000.00 | 60 days |

Bid Award - GC

Count: 2

Quote Award - GC

\$542,000.00

| 105-351 YMCA Renovation | Mississippi State University | Provide additional French Drain along the northeast walk/bed area north of the detention pond. | Yes | 1 | 1 | OC001 | Stewart Environmental Construction, Inc. | 10/26/2018 | \$4,399.40 | 10 days |
|--------------------------------------|---|--|-----|---|---|-------|--|------------|-------------|---------|
| 383-001 Facility Improvements - PH I | 350 High Street (Office of Capitol Facilities) (Department of Finance and Administration) | Repairs to Main Building (building 1): repairs to existing shingle roof including repair of observed leaks, replace missing flashing, gutters, and downspouts. Repairs to Office Building (building 2): replace missing edge flashing, close openings left by the theft of the rooftop HVAC units. Work to include other miscellaneous items described on professionals quote document sheet A1, entitled "Roof Repairs" and dated 29 October, 2016. | Yes | 2 | 2 | OC001 | Guaranteed Roofing Company, Inc. | 11/16/2018 | \$43,725.00 | 21 days |

Quote Award - GC

Count: 2

\$48,123.40

Total:

Count: 4

\$590,123.40

PPRB 03:

BOB Staff Approvals - pp

PPRB - Dec 05, 2018

<This report contains data from 1278 projects.>

10/25/2018 through 11/20/2018

Emergency Projects highlighted

| Project Name | Requesting Agency Name | Professional Scope of Work | Project Number | Contractor Name | Start Approval Date | Selection Method | Fee Contribution / Fee Percentage | Current Account | Appropriates District |
|--|--|---|----------------|---|---------------------|---|-----------------------------------|-----------------|-----------------------|
| 106-288 Bond Hall Roof Replacement | University of Southern Mississippi | Bidding thru warranty phase of the re-roofing of Bond Hall. | PP001 | Allied Stalast Architects, PA | 10/30/2018 | Professional appointed as a continuation of previous selection (Statutory Exemption) | C | \$0 | 2 Yr |
| 331-180 Driver's License Station Repair (EMER) | Department of Public Safety | Planning and procurement of Evidentiary Signage to perform the emergency remediation of hazardous mobile identified during the recent testing and to also perform any resultant repairs to the building's mechanical and interior systems thereafter. | PP001 | ArchitectureSouth, P.A. | 11/7/2018 | Professional appointed based upon qualifications to emergency project (Statutory Exemption) | C+ | \$0 | 18 mo |
| 371-149 Commemorative Plaques Signage | Department of Finance and Administration | Planning and procurement of Evidentiary Signage of Alan Nurnshek at 515 E. Andy Street (WDEQ) and Tim Ford at 428 Mississippi Street (PERS). Scope to include drawings, layout and proposals for purchases. | PP002 | Cocle Douglas Farr Lamore Architects & Engineers PA | 11/2/2018 | Professional appointed to FAE contract incidental to prime contract (Statutory Exemption) | | \$2,500 | 3 mo |
| 472-189 Anti-Ligature Compliance | Mississippi State Hospital | Planning through construction administration of ligature issues associated with Joint Commission requirements at MS State Hospital and Specialized Treatment Facilities. | PP002 | Mark S. Vaughan, Architect | 11/16/2018 | Professional appointed as a continuation of previous selection (Statutory Exemption) | C | \$0 | 3yr |
| 362-061 Elevator Improvements | Woolfolk Building (Office and Capitol Facilities) (Department of Finance and Administration) | Planning through construction of improvements to existing mezzanine elevator to maximize efficiency, reliability and comply with all safety requirements. | PP002 | Schultz & Wynne, P.A. | 11/8/2018 | Professional appointed as a continuation of previous selection (Statutory Exemption) | C+ | \$0 | 14 mo |

Attachment G

OPSCR

**Department of Child Protection Services
Contracts and Department of Human
Services 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**

| | Contract Number | Agency | Contractor | Type | Contract Action Amount | Start Date | End Date | Reported to the PSCRB/PPRB |
|---|------------------------|--|--|--------------|-------------------------------|-------------------|-----------------|-----------------------------------|
| 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
Fiscal Year 2019**

| | | | | | | | | |
|----|------------|--|--|--------------|--------------|-----------|------------|----------|
| 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
Fiscal Year 2019**

| | | | | | | | | |
|----|------------|--|-----------------------------------|--------------|-----------------------|-----------|-----------|-----------|
| 14 | 8200022071 | Department of Child Protection Services and Department of Human Services | Christians 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 |
| 20 | 8200041797 | Department of Child Protection Services and Department of Human Services | Social Work PRN | Renewal | \$2,273,340.00 | 9/14/2018 | 9/13/2019 | 11/7/2018 |
| | | Fiscal Year 2019 Total | | | \$4,711,582.91 | | | |

**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 H

OPSCR

**Updated Report of All Emergency Contracts
Reported to the Board for Fiscal Year 2019**

**Emergency Contracts as Reported in the PPRB Minutes
Fiscal Year 2019**

| Contract Number | Agency | Contractor | Type | Total Contract Amount | Start Date | End Date | Reported to the PPRB |
|-----------------|---------------------------------------|--|--------------|-----------------------|------------|------------|----------------------|
| 1 | Veterans Affairs Board | Pro-Nurse, LLC | Modification | \$112,000.00 | 2/28/2017 | 5/15/2018 | 7/11/2018 |
| 2 | Department of Human Services | Pendleton Security, Inc. | New | \$147,980.70 | 7/16/2018 | 7/15/2019 | 9/11/2018 |
| 3 | Department of Human Services | Terry's Installation & Delivery Services, Inc. | New | \$135,000.00 | 6/15/2018 | 10/31/2018 | 9/11/2018 |
| 4 | Mississippi Department of Education | George Gilreath | New | \$99,750.00 | 7/25/2018 | 12/31/2018 | 9/11/2018 |
| 5 | Mississippi Division of Medicaid | eQHealth Solutions, Inc. | New | \$3,900,000.00 | 9/1/2018 | 8/31/2019 | 9/11/2018 |
| 6 | Mississippi Department of Corrections | Superior Protection Services, Inc. | New | \$410,400.00 | 10/6/2018 | 11/30/2018 | 11/7/2018 |
| 7 | Mississippi Department of Education | Margie B. Pulley | Modification | \$99,750.00 | 7/1/2018 | 6/30/2019 | 11/7/2018 |
| 8 | Mississippi Department of Education | James Johnson - Waldington | Modification | \$97,750.00 | 7/1/2018 | 6/30/2019 | 11/7/2018 |
| | Fiscal Year 2019 Total | | | \$5,002,630.70 | | | |

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 I

OPSCR

Staff Approvals for 2019

**Public Procurement Review Board
OPSCR Staff Approvals for November 2018**

| Contract Number | Agency | Vendor | Request Type* | Service Type | Contract Action | Contract Action Amount |
|-----------------|--|---|---------------|--|------------------------|------------------------|
| 1 8200042077 | Mississippi Department of Human Services | Warner, Inc d/b/a ServiceMaster OneCall | PVL | Janitorial Services | New | \$132,858.00 |
| 3 102465 | Mississippi Department of Marine Resources | Dale Diaz | WIN | Other (Miscellaneous) | Renewal | \$55,723.30 |
| 4 8200038024 | Mississippi Division of Medicaid | DXC Technology Services | RFP | Insurance, Claims Processing Services, Consulting Services, Education and Training | Modification/Nova tion | \$0.00 |
| 5 8200038345 | Mississippi Department of Education | North Mississippi Education Consortium | RFP | | 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.

Attachment J

Protest Appeals

LAW OFFICES OF
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OF COUNSEL:
LAWRENCE D. WADE
J. WALKER STURDIVANT

ROY D. CAMPBELL, JR.
1913-2000
FRED C. DELONG, JR.
1931-1993

*ALSO ADMITTED IN ARKANSAS

November 21, 2018

Via Hand Delivery and Email

Mississippi Department of Finance & Administration
Office of Purchasing, Travel & Fleet Management
Public Procurement Review Board
501 North West Street, Suite 1301
Woolfolk Building
Jackson, Mississippi 39201
Purchasing_and_Travel@dfa.ms.gov

RE: West Rankin Utility Authority (the "Authority") Wastewater Treatment
Facility Contract 1 – Wastewater Treatment Process
Selection of Manufacturer for Section 465363 – Vertical Loop Reactors

Honorable Board Members:

Pursuant to Sections 6.101(5)(a) and 6.204(1)(b) of the Mississippi Procurement Manual (the "Procurement Manual"), please accept this letter as Evoqua Water Technologies LLC's ("Evoqua's") appeal of the Authority's denial of Evoqua's October 12, 2018 bid protest regarding the above-referenced contract. Evoqua has standing to appeal the Authority's denial of its protest (and had standing to protest in the first instance) as it is an "actual or prospective bidder, offeror or contractor ... aggrieved by the solicitation or award of a contract, or by the protest" under Sections 6.101(1), 6.101.01.2, and 6.101(5)(a) of the Procurement Manual.

In support of its appeal, Evoqua appends to this letter the complete record of its protest, including (i) its October 12, 2018 protest letter; (ii) its October 23, 2018 follow-up letter; (iii) the Authority's November 14, 2018 letter denying the protest; (iv) Evoqua's November 16, 2018 letter requesting a statement of the Authority's reasons for denying the protest as was required by Section 6.101(3)(a) of the Mississippi Procurement Manual; and (v) the Authority's November 13, 2018 memorandum stating its reasons for denying Evoqua's protest.

Evoqua protests the Authority's October 8, 2018 vote to accept Envirodyne Systems, Inc. ("Envirodyne") as the lowest and best bidder for the above-referenced contract. Although Envirodyne's bid was lowest by \$1, Envirodyne was not truly the lowest and best responsible and responsive bidder. As explained more fully below, Envirodyne's pre-qualification submittal and bid both deviated materially from the bid documents, giving Envirodyne an unfair advantage – and giving the Authority a lower-quality, non-compliant system with Chinese-manufactured components for a deceptively low price. An award to Envirodyne under the circumstances is arbitrary and capricious and an inevitable waste of taxpayer funds. Evoqua should have been declared lowest and best, and the Authority should be ordered to void its award to Envirodyne and award the contract to Evoqua.

The Authority engineered the project using Evoqua's Vertical Loop Reactors ("VLR") as the basis of design for the wastewater treatment facility's biological nutrient removal equipment. The Authority's Instructions to Bidders (attached hereto as Exhibit A) permit bidders to propose substitute equipment, but require them to submit "sufficient details for the Authority to evaluate the equipment to determine its conformance with the Specifications and the impact on the project design." Exhibit A at ¶¶10-11. On September 24, 2018, Envirodyne submitted a Pre-Qualification Submittal (attached hereto as Exhibit B) which deviated from the Instructions to Bidders. Those deviations evidence that Envirodyne is not a responsible bidder and should not have been pre-qualified as a substitute equipment manufacturer:

- Paragraphs 11(b) and 11(g) of the Instructions to Bidders require bidders to provide "[s]pecific manufacturer's literature with product description, performance and test data, and reference standards" and "[s]uch other data as may be required to establish that the proposed substitute product is equal to the product specified." Envirodyne's Pre-Qualification Submittal did not include test data (or any other data) to establish that its disc aeration equipment can deliver oxygen at 1.9 lbs-O₂/HP-hr per disc at 52 RPM as required by Section 465363(2.1)(D)(7) of the Specifications (attached hereto as Exhibit C).
- Paragraphs 11(c) requires bidders to identify "similar projects on which the product was used." Envirodyne's Pre-Qualification Submittal did not identify a single Vertical Loop Reactor project, and to Evoqua's knowledge, Envirodyne has never participated in one.
- Paragraph 11(d) requires bidders to provide an "[i]temized comparison of the proposed product to the product included in the specifications[,] list[ing] significant variations." Envirodyne did not list a variation to Section 465363(1.6)(A) of the Specifications requiring that an equipment manufacturer be a "[c]ompany specializing in manufacturing products specified in this Section [governing Vertical Loop Reactors] with

minimum three years' documented experience." Again, to Evoqua's knowledge, Envirodyne has never participated in a single Vertical Loop Reactor project.

Envirodyne's deviations demonstrate that Envirodyne is not a responsible bidder. A responsible bidder is one who "has the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance." Procurement Manual § 3.101.01(5). A bidder's "responsibility" thus involves its "skill and business judgment, experience and capability of performing the contract, conduct under previous contracts, and the quality of previous work." *Nelson v. City of Horn Lake*, 968 So.2d 938, 943 (Miss. 2007); *Parker Bros. v. Crawford*, 68 So.2d 281, 284-85 (Miss. 1953) ("All matters bearing upon the likelihood that the contract will be promptly and efficiently performed bear upon the question of responsibility of bidders and may and should be considered."). Without the data to demonstrate that its equipment is equal to the product specified, and without a single prior installation, Envirodyne can hardly be considered "responsible," i.e., having the capability and experience to perform. But despite these deviations, the Authority pre-qualified Envirodyne as a substitute manufacturer.

The Authority then conducted a reverse auction on October 4, 2018, in which Evoqua (through its authorized representative, ETEC) and Envirodyne participated. The Authority advertised the auction on a "lowest and best basis," which requires any resultant contract "to be awarded to the lowest and best responsible/responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids." Exhibit A at ¶22; Procurement Manual § 3.106.13.1.

During the reverse auction, Envirodyne submitted a bid that was lowest by \$1. On October 8, 2018, the Authority's Board of Directors voted to accept Envirodyne as the lowest and best bidder. On October 9, 2018, after it was selected lowest and best, Envirodyne submitted a "Scope of Supply" (attached hereto as Exhibit D) which deviated from the bid specifications. Those deviations render Envirodyne's bid non-responsive and evidence that Envirodyne is not best and, in actuality, not lowest:

- Section 465363(2.1)(D)(7) of the Specifications requires supply of disc aeration equipment that is manufactured in the United States. Envirodyne's discs are manufactured in China by Changzhou Rongda Electronics Equipment Co. Ltd. ("Rongda").
- Section 465363(2.2)(A)(6) of the Specifications requires the control panel to include programmable logic control ("PLC"). Envirodyne's October 9, 2018 Scope of Supply disclosed that its control panel will allow only hand-operated on/off and local speed control, and that Envirodyne is relying on a SCADA BNR Panel – supplied by others – to control the VLR system.

That is not responsive to the bid specification requiring a VLR control panel with PLC. Envirodyne's proposed panel will cost the Authority additional money (not included in Envirodyne's bid amount) because its panel requires the SCADA provider to supply control logic, which the SCADA provider has not been asked (or paid) to do. Evoqua's bid included control logic in the VLR control panel as specified.

- The specifications require the VLR to achieve a TP effluent limit of 2 mg/L. Envirodyne's Scope of Supply openly admits that its VLRs do not meet this design criterion without chemical addition, stating in Note (7) that "Chemical trim (by others) is required to achieve the specified TP limits."

Envirodyne's system thus fails to meet the design criteria in Specification § 465363(2.1)(B)(2)(e), and its price expressly excludes the cost of purchasing chemical trim from others, and the cost of chemical addition that will be necessary to meet TP limits with the Envirodyne system. Envirodyne's (non-responsive) bid must therefore be increased by the cost to purchase chemical trim and chemical addition from others, the latter of which likely will result in millions of added dollars in life cycle costs as compared to Evoqua's VLR, which does not require chemical addition to achieve TP limits. These added costs will immediately offset the "value" of the \$1 difference in the bids.

- Section 465363(2.1)(I)(1)(a) of the Specifications requires the VLR to have weather hoods with fully hinged covers and expressly states that "single piece bolted covers will not be accepted." Envirodyne's weather hoods do not comply with this requirement. They have single piece bolted covers with only a limited inspection access panel. This failure to comply with the specifications will increase the Authority's inspection and maintenance costs because the Authority will need a crane to remove the single piece bolted covers. On the other hand, a single worker can lift Evoqua's fully hinged covers, which fully comply with Section 465363(2.1)(I)(1)(a) of the Specifications.

Envirodyne's failure to supply the specified equipment, materials, documents, and information renders its bid non-responsive. *See, e.g., Moran Hauling Inc. v. Dep't of Fin. & Admin.*, 105 So. 3d 1126 (Miss. App. 2012) ("[A] bidder must ensure the bid is timely and accurately completed according to the instructions to bidders, and the governmental body's manual, if any, to be deemed 'responsive.'"); *Murphy & Sons, Inc. v. DeSoto Cty. Bd. of Supervisors*, 122 So. 3d 87, 88 (Miss. App. 2013) ("A responsive bid, on the other hand, is a bid that appropriately responds to the specifications of the invitation."); Procurement Manual § 3.101.01(6) (defining responsive bidder as one "who has submitted a bid which conforms in all material respects to the Invitation for Bids").

Evoqua's VLR system was the basis of design in the bid specification. See Specification § 465363(2.1)(A). While the Authority pre-qualified Envirodyne as a substitute manufacturer, there clearly are critical differences between the Evoqua and Envirodyne VLR systems – differences that involve deviations from the facility's basis of design that necessarily will cost the Authority money for modifications to incorporate the substitute system into the facility's basis of design. Envirodyne's bid did not include those costs, which obviously will exceed the \$1 difference between the bids. By every measure other than the difference between \$3,000,000 and \$2,999,999, Envirodyne is neither the lowest nor the best bidder.

Envirodyne's deviations from the bid documents are material and non-waivable as a matter of Mississippi law. A purchasing entity has no discretion to waive bid irregularities that "prejudice the rights of any other bidder," "alter the price, quality or quantity" of the bid, "destroy the competitive character of the bid," affect the amount of the bid, or "give one bidder an advantage or benefit over the other bidders." *Hill Bros. Constr. & Eng'g Co. v. Miss. Transp. Comm'n*, 909 So. 2d 58, 68 (Miss. 2005); *W.G. Yates & Sons Constr. Co. v. City of Waveland*, 168 So. 3d 963, 971-72 (Miss. App. 2012). As clearly outlined above, Envirodyne's deviations: (1) result in a lower quality system that lacks specified PLC operability and TP removal capability; (2) significantly affect the up-front price and life-cycle cost of the system, and (3) gave Envirodyne an unfair advantage to masquerade as the low bidder by \$1 while offering to supply an incomplete and non-compliant system. Awarding to Envirodyne on such an uneven playing field significantly prejudiced the rights of Evoqua and destroyed the competitive character of the bid.

Evoqua's bid was the lowest and best. On the information before it, the Authority's decision not to award to Evoqua was arbitrary and capricious. The Authority's memorandum stating its reasons to deny Evoqua's protest of this decision (appended hereto) does not demonstrate otherwise. Corrective action is now necessary to uphold the purpose of the bidding laws to "promote actual, honest, and effective competition to the end that each proposal or bid received and considered . . . may be in competition with all other bids upon the same basis, so that all such public contracts may be secured at the lowest cost to taxpayers." *Hemphill Constr. Co v. City of Laurel*, 760 So.2d 720, 724 (Miss. 2000).

Evoqua respectfully requests that the Board order the Authority to void to its award to Envirodyne and accept Evoqua's bid as truly lowest and best. Procurement Manual §§ 6.201.01, 6.202; *Canton Farm Equip., Inc. v. Richardson*, 501 So. 2d 1098, 1105 (Miss. 1987) (noting that a protester who should have been named lowest and best "may be entitled to have the transaction between the [purchasing entity] and [awardee] voided and/or its own bid accepted").

/s/ Bradley F. Hathaway
Bradley F. Hathaway, MSB No. 10203



ARMIN J. MOELLER, JR.
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November 21, 2018

VIA HAND DELIVERY

Public Procurement Review Board
Mississippi Department of Finance and Administration
The Woolfolk Building, Suite 1301
501 North West Street
Jackson, Mississippi 39201

Re: APPEAL by Ovivo USA, LLC from Denial of Protest Against Award of Contract for Biological Nutrient Removal Equipment for Wastewater Treatment Facility, denied by West Rankin Utility Authority – HEARING REQUESTED

To the Honorable Members of the Public Procurement Review Board:

Please accept this letter and the enclosed materials as an appeal by Ovivo USA, LLC, by and through counsel, against the denial of Ovivo's bid protest lodged with the West Rankin Utility Authority ("WRUA"), an agency of the State of Mississippi as defined at Miss. Code Ann. § 31-7-1.

The present appeal is from a contract award for purchase of equipment pursuant to the reverse-auction procedure that is now considered the primary avenue for competitive bidding. The issues in the bid process provide one example of how reverse auctions should *not* be carried out, and the Board thus has the opportunity to provide much-needed clarification of the need for agencies to carry out reverse auctions in a manner consistent with current procurement laws and standards, so as to fulfill the public policy behind competitive bidding laws.

Timeliness of the Appeal

This appeal is brought under section 6.204(1)(b) of the Mississippi Procurement Manual (2018 ed.) ("Manual"). Appeals under that section must be brought within seven days of receipt of a decision under section 6.101(3). Manual at § 6.204(2)(b).

This appeal is timely, as the WRUA's denial was received no earlier than November 14, 2018. Ex. 1 (Turner letter Nov. 14, 2018); see ex. 14 (Nov. 14 email sending Nov. 14 letter). It must be noted that this denial letter did not comply with section 6.101(3), as it did not include "reasons for the action

taken," nor did it "inform the protestant of its right to administrative review." A memorandum dated November 13, but not received by Ovivo until November 19, set forth certain reasons. Ex. 2 (Stephens memo. Nov. "13," 2018); ex. 3 (Nov. 19 email). However, neither the letter nor the memorandum informed Ovivo of its appeal rights. Nonetheless, in an abundance of caution, Ovivo submits this appeal.

Standing to Appeal

The protest and appeal are brought by Ovivo, an "actual . . . contractor" entitled to protest under Manual § 6.101(1). The qualifications package submitted to, and approved by, WRUA was presented by Ovivo and communicated to WRUA by Ovivo's local, authorized, and exclusive manufacturer's representative, ETEC Services. ("ETEC"). ETEC acted as Ovivo's agent in lodging electronic bids in the online reverse auction, in compliance with WRUA's stated intent to purchase from the manufacturer's representative. Ex. 4 (Instructions to Bidders) at # 9.

WRUA's implication that Ovivo, as a real party in interest, lacks "standing" to protest and appeal (ex. 2) is without merit.

Background Facts and Timeline; Basis for Appeal

The subject of this appeal is WRUA's reverse auctions for equipment needed for construction of its wastewater treatment plant. The particular equipment in question is membrane diffusers as part of a biological-nutrient removal ("BNR") system, the specifications for which are found at section 465146 of ex. 14. **The original project design used Ovivo's membrane diffusers as the basis of design for the project.** See ex. 5 (Bid Form) at p. 7 (specifying Aerostrip diffusers) & ex. 6 (Ovivo qualification package, offering its Aerostrip-brand diffusers).

As shown below, there were two bidders, Ovivo and Envirodyne.

This letter will provide a timeline of events and then explain the basis for Ovivo's appeal.

| | |
|----------------|---|
| Sept. 12, 2018 | WRUA posts online via its agent Central Bidding certain "West Rankin Utility Authority Bid Documents for Biological Nutrient Removal Equipment for Wastewater Treatment Facility." Ex. 4 (bid package). |
| Sept. 28, 2018 | Ovivo, via its authorized manufacturer's representative ETEC, submitted its qualification package (ex. 6), being its technical information and equipment delivery information. Envirodyne's qualification package was also submitted around this time. Ex. 7. |
| Oct. 4, 2018 | Ovivo offers price of \$3,000,000 during reverse auction. Envirodyne bids one dollar lower (\$2,999,999.00). |

| | |
|---------------|---|
| Oct. 10, 2018 | Addendum 2 promulgated by WRUA reveals its choice of Envirodyne for BNR equipment (and allows Envirodyne to change specifications retroactively). Ex. 8. |
| Oct. 12, 2018 | Ovivo serves bid protest on WRUA and requests documents. Ex. 9. |
| Oct. 18, 2018 | WRUA gives nonresponsive answer to Oct. 12 requests. Ex. 10. |
| Oct. 29, 2018 | Ovivo objects to WRUA that its document requests have not been met. Ex. 11. |
| Oct. 30, 2018 | WRUA produces Envirodyne package in partial compliance with Oct. 12 document requests. Ex. 12 (letter). |
| Nov. 9, 2018 | Ovivo provides additional grounds for protests based on Envirodyne package and reiterates document requests. Ex 13 (letter). |
| Nov. 12, 2018 | WRUA said to deny bid protest at board meeting. Ex. 1. |
| Nov. 13, 2018 | Date of Turner letter (ex. 1) conveying denial, without reasons. |
| Nov. 14, 2018 | Nov. 13 letter received by Ovivo (ex. 1); see ex. 14 (email sending letter). |
| Nov. 19, 2018 | Ovivo letter demanding reasons for denial and necessary documents. Ex. 15. Only now, in response to its letter, does Ovivo receive memorandum of reasons for denial, dated Nov. 13. Ex. 3 (email sending memo). |

The bases for Ovivo's protest are set forth in its October 12 protest letter to WRUA and attachments thereto, and in its November 9 supplement to its protest, both of which are incorporated in this letter as if set forth herein. The main points can be summarized as follows:

- Envirodyne's proposal failed to meet or exceed the project specifications.
- WRUA did not adhere to proper procedures.
- WRUA's decisions to qualify Envirodyne and to award it the contract were without substantial evidence, contrary to law, arbitrary, and capricious.

Therefore, WRUA's award to Envirodyne did not meet its own specification in the bid package that the contract would be awarded to "the lowest and best bid." Ex. 4 at ¶ 22. This term of art required WRUA to award the contract to "the lowest and best *responsible/responsive bidder* whose bid *meets the requirements and criteria* set forth in the Invitation for Bids." Manual at § 3.106.13.1 (emphasis added).

Failure to Meet or Exceed Project Specifications

This section will summarize Ovivo's grounds for protest and its rebuttals to WRUA's alleged grounds for denying the protest.

Grounds for Protest

Three main deficiencies exist in the product offered by Envirodyne.

(1) As seen at part B 3 of ex. 16 (specifications for § 465146), the specifications called for stainless-steel frames. Ovivo's qualification package included such frames. Envirodyne's package omitted mention of the material of the frames (or "support plates"), despite their being an integral part of the diffusers.

When Ovivo cited this deficiency to WRUA, Bruce Stephens' response was that Envirodyne's product did not need frames. This is wrong on two counts. First, the specifications expressly called for frames, so any equipment lacking frames cannot meet specifications. Second, there is no such thing as a membrane diffuser that lacks a frame or support plate. See photographs attached to ex. 9 (Oct. 12 protest letter).

Envirodyne's qualification package clearly shows that its frames are plastic, not stainless steel, and thus lacking in longevity, quality, and efficiency. They also cost substantially less, allowing Envirodyne to lower its bid price by failing to meet specifications. Moreover, Envirodyne falsely claimed "no exceptions" to this requirement, and then proceeded to offer equipment that is an exception from specifications.

(2) Section 465146, 1.6, "Qualifications," listed several requirements that Envirodyne does not meet. See ex. 16 (specifications); ex. 9 (Oct. 12 protest letter); ex. 13 (Nov. 9 letter). Envirodyne merely claimed vague and general experience with "Oxidation Ditch Equipment." It did not show any experience with the membrane diffusers specified; did not supply a report by an independent testing agency; and did not cite the required ten applications for this specific product, all of which are reasonable and not unduly restrictive requirements.

Whether or not Envirodyne supposedly rectified these deficiencies post-auction (and we have only Bruce Stephens's assertions to that effect, without supporting documentation—and even where documentation exists, WRUA presents such patently false claims as "Envirodyne does not need a frame"), that manner of proceeding is not permissible. The failure of Envirodyne to meet these published and unamended specifications on the front end, in its qualification package, should have barred it from participating in the reverse auction.

(3) The specifications required manifold piping to be Schedule 40 PVC (see ex. 16 at § 465146, 2.1, subpart D). In addendum 2 to the specifications, ex. 8—an addendum *after* the reverse

auction—Envirodyne represented that the manifold pipes would be excluded from its scope of work. These pipes are not optional; they must be fabricated by the diffuser manufacturer in order to ensure that the underwater system as a whole operates properly and without leaks or other malfunctions.

Bruce Stephens's memorandum merely asserts that "Envirodyne has agreed to provide all accessories and manifold piping as required in the specifications." Again, no documentation is provided. When did Envirodyne so "agree"? Not in its qualification package. Not even in the post-auction addendum 2. Apparently Envirodyne was allowed to bid first and promise later.

Therefore, Envirodyne failed to meet numerous material specifications, and should not have been qualified to bid on the membrane diffusers. Further, no changes to the specifications were published before the reverse auction, denying Ovivo a fair opportunity to compete.

Rebuttal of WRUA's Alleged Reasons for Denying the Protest

In his memorandum dated November 13, 2018, Bruce Stephens listed various attempted reasons to deny Ovivo's protest. Ex. 2. These reasons are rebutted as follows:

1. WRUA claims that the diffusers are dimensionally the same and have the same power requirements. Yet, there are no power calculations provided by Envirodyne in the materials forwarded to us or publicly available specific to the WRUA project. So there seems no basis for this determination. This is the precise reason we are asking for the standards used in and persons making the evaluations, which has not been forwarded to us after three requests.

2. The statement that "the equipment (in this case the diffuser) used by Envirodyne has no frame" is preposterous. (The reasons why Bruce Stephens would not know this, and thus appears unqualified to evaluate the protest, are explained below.)

All diffusers have a frame on which the membrane is mounted. The specifications clearly call for a 316 SS (stainless steel) frame. The specification additionally calls out a diffuser model, which after a simple web search, further confirms the 316 SS frame requirement. There is nothing proprietary about a diffuser with a 316 SS frame.

Envirodyne in its qualification submittal, prior to the reverse auction, specifically claimed they complied with this requirement. Yet, in that same submittal, it provided cut sheets that indicated it was offering a diffuser, not with a 316 SS frame, but with a plastic frame. This alone should have resulted in a rejection of its package.

Had WRUA, in consultation with the Engineer of Record (i.e., "the Professional") on the project, wished to allow a plastic diffuser, it could *and should* have issued an addendum to change the specification. No addendum was issued during the reverse-auction process to change this requirement to a plastic frame.

Had the specifications been changed to a plastic frame, Ovivo could have bid a plastic frame and easily won the reverse auction (the difference between Envirodyne's and the ETEC bid was only \$1). Ovivo, the Basis of Design manufacturer, offers both stainless-steel and plastic frames. The Engineer of Record made an engineering-design decision to specify stainless steel, however.

3. It appears WRUA admits that Envirodyne has no experience supplying diffused aeration equipment, and indeed, WRUA has furnished no evidence to the contrary. WRUA states that Envirodyne's supplier has experience dating back to the 1970s. Ovivo believes that this general experience is not related to the diffusers required for this project. The failure to demonstrate *relevant* experience was non-responsive to the bid request.

Also, because this is part of a "System," we believe that Envirodyne's general experience with fine pore membrane diffused aeration systems is also lacking, but highly relevant.

The underlying and controlling fact remains, however, that the bid materials required Envirodyne to make these necessary showings up front, not after the fact. Envirodyne was not qualified to bid on this part of the project, and a competent, informed review of its qualification package would have made that abundantly clear.

4. WRUA has not provided Ovivo with the test report, although we have requested it. Ovivo submitted the report in our prequalification package. Envirodyne did not. We believe that if a report has been provided, it is not based on the specific membrane diffuser technology required here—strip diffusers with a polyurethane membrane.

There are several diffuser membranes used in the market (generally: EPDM, silicone, and polyurethane membranes) on different frame types (generally: tubular frames, discs, and strips/panels). Each of these types reacts differently over time; the purpose of the requirement in 1.6B is to document that the diffuser to be provided performs with minimal degradation in performance over time, as specified by the Engineer of Record, which is a long-term benefit to WRUA. If the report documents testing on a different diffuser type, or over a shorter time period, it is not valid to meet this requirement.

A different diffuser type is not a minor difference, for it likely has significant differences in materials, material properties, manufacturing, etc. As an example, if you were building a steel-frame structure to last for 25 years, you would not ask for test data on plastic frames after 10 years for validation.

5. The installation list Envirodyne provided is very general. We do not contest that Envirodyne has provided mechanical surface aerators of various types on previous projects, which is what this list represents. However, the specifications clearly state that this is a BNR process, involving mechanical aeration and second-stage diffused aeration, with associated controls.

Experience with *this type of process* should be clearly documented, and should specifically relate to the membrane diffusers specified to comply with this paragraph. WRUA has provided no documentation to Ovivo to demonstrate that Envirodyne has ever provided even one installation meeting this requirement. Again, by analogy, you would not consider a person who makes wheels qualified to produce a car.

6. Envirodyne did not bid the required scope of supply. Even after the reverse auction, it did not include items in its scope as published in Addendum 2, such as the manifolds and accessories. Any subsequent negotiations between WRUA and Envirodyne were an invalid attempt to circumvent the public bidding laws. Envirodyne's package should have been considered non-responsive, and Ovivo was thus the lowest responsible bidder of the reverse auction.

7. Ovivo and ETEC complied with the instructions to bidders which stated "9. It is the intention of the Authority to purchase the equipment from the manufacturer's representative, to take delivery of the equipment, and then to store the equipment at facilities owned by the Authority adjacent to the construction site" To our knowledge, WRUA has not purchased the subject BNR equipment from the local representative as was their stated intent prior to the reverse auction. It is Envirodyne, not Ovivo, that did not comply with the Instructions to Bidders for the reverse auction.

Such a wide range of deficiencies in Envirodyne's bidding and in WRUA's practices leaves no room for doubt that Envirodyne's was not the lowest and best bid.

Failure to Follow Proper Procedures

As set forth above, WRUA failed to follow its own bid requirements, which stated that potential bidders had to demonstrate their qualifications for bidding by 3:00 p.m. on September 28, 2018. Ovivo fully complied in its qualification package with all material specifications, and WRUA has never alleged otherwise. By contrast, Envirodyne's qualification package failed to meet specifications in the areas set forth above. Yet WRUA allowed Envirodyne to bid.

It is also unclear how WRUA decided which potential bidders were qualified to participate in the reverse auction. As detailed in Ovivo's protest letter to WRUA, there were numerous deficiencies in Envirodyne's proposal compared to the bidding requirements and the project specifications. Nonetheless, Envirodyne was allowed to proceed. Ovivo asks:

- did the Engineer of Record (Pickering Firm, Inc.) review the qualification packages and offer its opinions as to which should be qualified? If so, did it give a basis for his recommendations?
- If it did not perform that review, then who did, and what were his credentials to make such judgments, given that he was not the Engineer of Record? What basis did he give for his recommendations to WRUA for it to approve both Ovivo and Envirodyne?

- If the Engineer of Record gave recommendations, were they followed by WRUA? If not, why not?

Ovivo requested the qualification standards used by WRUA, including the qualifications of the person(s) who evaluated the prequalification packages. Ex. 11 (Oct. 29 letter); ex. 13 (Nov. 9 letter); ex. 15 (Nov. 19 letter). That information has not yet been supplied, and WRUA should be required by this Board to submit that information pursuant to this appeal.

There has been no evidence that the Pickering Firm, Inc., the Engineer of Record, which designed the entire wastewater-treatment plant, played any role in evaluating the qualification packages. In fact, Bruce Stephens, not anyone at Pickering, stamped the reverse-auction bid documents, and Stephens authored the memorandum supplying alleged reasons for denying the Ovivo protest.

The Code of Professional Conduct for professional engineers, Rule 12.2, provides that "a professional engineer shall practice only in the disciplines in which he is qualified by education or experience." Miss. Admin. Code § 30-12-901:12.2. The continued failure of WRUA to provide us with the qualifications documentation Ovivo has repeatedly requested may suggest that the Engineer of Record never evaluated Envirodyne's alternate equipment as compared to the basis of design (Ovivo's Aerostrip equipment).

Another procedural defect is the extensive post-auction negotiation between WRUA and Envirodyne, in which Envirodyne was allowed to substantially modify its initial proposal. Exclusion of Ovivo from these negotiations may have resulted in WRUA's accepting an inferior product at a higher price. For instance, had Ovivo been advised that it could substitute plastic frames for the specified stainless-steel frames, it could have brought down its price substantially. The post-auction conduct of Envirodyne and WRUA is inconsistent with any sort of best practice and conflicts with the public bidding laws and the strong public policy behind them, as set forth below.

Failure to Comply with Mississippi Law

Mississippi law generally requires competitive bidding for contracts with governmental entities. The policy behind this requirement has been summed up as follows:

The purpose of provisions requiring that contracts with public authorities be let only after competitive bidding [is] to secure economy in the construction of public works and the expenditures of public funds for materials and supplies needed by public bodies; to **protect the public from collusive contracts**; to prevent favoritism, fraud, extravagance, and improvidence in the procurement of these things for the use of the state and its local self-governing subdivisions; and to promote **actual, honest, and effective competition** to the end that each proposal or bid received and considered for the

construction of a public improvement, the supplying of materials for public use, etc., may be in competition with all other bids **upon the same basis**, so that all such public contracts may be secured at the lowest cost to taxpayers.

Hemphill Const. Co., Inc. v. City of Laurel, 760 So. 2d 720, 724 (Miss. 2000) (emphasis added). WRUA's actions must be reversed if they were arbitrary or capricious or not based on substantial evidence. *Id.* at 723; *Rod Cooke Constr. Co. v. Lamar County Sch. Bd.*, 135 So. 3d 902, 906 (Miss. Ct. App. 2013).

Any irregularity in the bidding process can be tolerated only if it "did not alter the bidding process, did not provide any bidder with an advantage or benefit over any other bidder, did not prejudice the rights of any other bidder or the public, did not alter the price, quality or quantity of its bid, and the waiver of the irregularity did not provide an opportunity for fraud or favoritism or affect the integrity of the competitive bidding process." *Hill Bros. Const. & Eng'g Co. v. Miss. Transp. Comm'n*, 909 So. 2d 58, 68 (Miss. 2005). As set forth above, the liberties afforded to Envirodyne did all of those things.

If an unqualified person reviewed and approved the Envirodyne qualification package, or if the qualified person's recommendation was disregarded despite failures to comply with the project specifications, then WRUA cannot be said to have proceeded on the basis of substantial evidence, which has been defined as such evidence as a reasonable person might have found adequate to support a conclusion. *Falco Lime, Inc. v. Mayor and Aldermen of City of Vicksburg*, 836 So. 2d 711, 721 (Miss. 2002). The failure to base a decision on substantial evidence is arbitrary and capricious conduct. *Pub. Employees' Ret. Sys. v. Marquez*, 774 So. 2d 421, 429 (Miss. 2000).

The decision to accept the Envirodyne package and bid as lowest and best, despite its manifest deviations from specifications, and on an initial price advantage of a single dollar, was arbitrary and capricious, as those terms are defined by law.

"An act is arbitrary when it is done without adequately determining principle, not done according to reason or judgment, but depending upon the will alone,—absolute in power, tyrannical, despotic, non-rational,—implying either a lack of understanding of or a disregard for the fundamental nature of things An act is capricious when it is done without reason, in a whimsical manner, implying either a lack of understanding of or disregard for the surrounding facts and settled controlling principles." *Lowe v. Lowndes County Bldg. Inspection Dep't*, 760 So. 2d 711, 714 (Miss. 2000) (citation omitted).

WRUA capriciously failed to follow its own specifications (the surrounding facts and controlling principles) when it qualified Envirodyne to bid and when it accepted that bid, despite only one bidder, Ovivo, having bid fully compliant to the specifications WRUA acted arbitrarily in its evident prejudice in favor of Envirodyne and against Ovivo, the company offering equipment that formed the basis of

design, at a price that was obviously reasonable, given that it differed by one dollar from Envirodyne's bid, which had numerous material deviations from the specifications.

Furthermore: "No agency or governing authority shall accept a bid based on items not included in the specifications." Miss. Code. Ann. § 31-7-13(d)(ii).

As detailed in this appeal, several items in the Envirodyne bid did not conform to the pre-auction WRUA specifications. Its bid therefore should not have been qualified or accepted.

Moreover, amendments to plans and/or specifications must be made prior to the reverse auction and must be equally furnished to all prospective bidders. Miss. Code Ann. § 31-7-13(c)(ii). No amendments were made prior to the reverse auction pertaining to the membrane-diffuser specifications.

As set out by Bruce Stephens in the memorandum of reasons, numerous changes were allowed post-auction. Many of his assertions rely on assurances by Envirodyne that have not been made public, so that their accuracy cannot be verified. Nor do such assurances comply with Mississippi bidding laws if they were made after the choice of Envirodyne by WRUA.

All of the foregoing makes it abundantly clear that Envirodyne was neither a responsive bidder, nor a responsible bidder. These terms are defined at section 3.101.01(5) & (6) of the Manual:

- (5) Responsible Bidder or Offerer – a person who has the capability **in all respects to perform fully the contract requirements** and the **integrity and reliability** which will assure good faith performance.
- (6) Responsive Bidder – a person who has submitted a bid which **conforms in all material respects** to the Invitation for Bids.

(emphasis added). The qualification package submitted by Envirodyne did not "conform in all material respects" and thus was not offered by a responsive bidder. The specifications about past experience with the equipment in question and about a test report went to the "integrity and reliability" of Envirodyne, and they were not met. Likewise, important and material physical specifications were not met. Thus, Envirodyne was not a responsible bidder, either. *See also* Manual at § 3.113.02.1 (standards of responsibility) & § 3.113.04 (duty concerning responsibility: "Before awarding a contract, the Agency Procurement Officer *must be satisfied that the prospective contractor is responsible.*") (emphasis added).

Thus, award to a responsible bidder is not optional for WRUA; it is required. The award to Envirodyne was made without substantial evidence that Envirodyne met the standards of responsibility.

"All matters that relate to a bidder's prompt and efficient performance of the contract are material to a bidder's 'responsibility,' including the bidder's honesty and integrity, skill and business judgment, *experience* and facilities for performing the contract, *conduct under previous contracts*, and the *quality of previous work*." *Nelson v. City of Horn Lake ex. rel. Bd. of Aldermen*, 968 So. 2d 938, 943 (Miss. 2007) (citing *Parker Bros. v. Crawford*, 68 So. 2d 281, 284–85 (Miss. 1953)) (emphasis added).

WRUA lacked substantial evidence from which to conclude that Envirodyne was a responsible (or even responsive) bidder.

Finally, Ovivo's protest is by no means settled, as this appeal to the Board makes clear. Yet WRUA has already awarded the contract to Envirodyne, as admitted in its counsel's November 14 letter. This violates the requirement of a stay in procurement. Manual at §§ 6.101(5), 6.101.05.

For all these reasons, and for others that may develop when Ovivo is provided all documents it has requested or that are otherwise relevant to this appeal, WRUA acted contrary to law, and its award to Envirodyne should be reversed.

Relief Requested

Based on the foregoing, Ovivo requests the following relief:

- a **stay** on any contracting by WRUA for the equipment in dispute until this Board renders its decision on Ovivo's appeal;
- a **hearing** at which the parties may present evidence and witnesses as the Board deems reasonable and necessary to assist in its decision;
- a decision that **Envirodyne was not a qualified bidder** and should have been excluded from participation in the reverse auction;
- a decision that **any award by WRUA to Envirodyne** was contrary to law, *ultra vires*, void, and of no legal effect;
- a decision that **Ovivo's was the best and lowest bid**, directing WRUA to issue its purchase order to ETEC Services on behalf of Ovivo (and Evoqua) for their valid bid amount of \$3,000,000.00; and/or
- such other relief as the Board deems appropriate.

If the Board's consideration of this appeal would be facilitated by additional copies of this appeal letter and its supporting documents, or if the Board has any questions or concerns, please do not hesitate to contact me.

Ovivo reserves the right to supplement this appeal with additional facts and authorities, and with additional relevant documents as they may become available to Ovivo. In particular, this includes (but is not limited to) outstanding public-records requests not yet complied with by WRUA, and any minutes of WRUA board meetings that may prove relevant to the appeal.

Sincerely yours,

BALCH & BINGHAM LLP



Armin J. Moeller, Jr.

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Enclosures

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November 26, 2018

J.K. Stringer, Jr.
Chair
Public Procurement Review Board
501 North West Street
Jackson, Mississippi 39201

Re: WRUA Wastewater Treatment – BNR Process Equipment – ETEC/Evoqua Water Technologies Bid

Dear Mr. Stringer:

As counsel for West Rankin Utility Authority (“WRUA”) we are in receipt of the November 21, 2018 letter from Bradley F. Hathaway, with the Campbell DeLong law offices, representing Evoqua Water Technologies, LLC, and its attempted protest appeal to Mississippi Public Procurement Review Board (“Review Board”), for the above referenced bid.

As your office is aware, the jurisdiction of the Review Board arises from Miss. Code Ann. § 27-104-7 which governs powers and responsibilities over purchasing by state agencies (and governing authorities for certain acts). The related Mississippi Procurement Manual (“Manual”) also only provides authority to apply Review Board regulations to governing authorities under certain conditions. Specifically, the sections of the Manual cited by Evoqua’s counsel regarding bid protests and appeals is only applicable to state agencies and not controlling for other governing authorities such as WRUA.

In support of WRUA’s position I refer you to page one of the Manual which states “This Manual and the regulations contained herein have been written specifically with the intent that the application be directed to state agencies as opposed to governing authorities” Page one of the Manual further states that “Any reference to a need for approval by the Office of Purchasing, Travel and Fleet Management of the Request for Authorization to Purchase, P-1, does **not** apply to governing authorities” The Manual (Chapter 2.102.105.05) further establishes that the Review Board’s areas of authority are limited to state agencies except for 2.102.5(9). That section requires exemptions to reverse auctions to be submitted by both state agencies and governing authorities. Furthermore, Chapter 2.103 of the Manual states:

The Public Procurement Review Board (PPRB) acting through the Office of Purchasing, Travel and Fleet Management (OPTFM) shall have approval authority over the types of purchases listed in this chapter and in accordance with

the procedures set forth. The OPTFM has the responsibility to serve the State objectively, economically and efficiently; to provide effective service to the state agencies; and to follow fair and ethical practices with all suppliers. However, this authority does not extend to governing authorities. Any mention of the requirements for P-1 approval applies **only** to agencies. Governing authorities are **not** required to obtain approval of the Office of Purchasing, Travel and Fleet Management except as otherwise provided in Section 3.106.22 Reverse Auctions.

A review of the entire Chapter 6, Legal and Contractual Remedies, further supports the position that the regulations on bid protests and appeals under this Chapter are intended to only apply to state agencies. Nowhere in the Chapter does the term governing authority appear. The only persons or entities required to act under this section are those working for state agencies.

The position that the Manual has limited application to entities other than state agencies is also supported by the Attorney General which has determined that “[h]istorically, purchases made by governing authorities have not been subject to review and/or approval by the Public Procurement Review Board (“PPRB”) and “Pursuant to Section 27-104-7, the Public Procurement Review Board approves purchasing regulations that govern purchases made by state agencies.” (Anthony E. Nowak, Esq., 2017 WL 3105921 (2017)). The courts have also addressed this issue in *Hemphill Construction Inc. v. City of Laurel*, where the court found the Manual governs contracts by state agencies and would not be controlling in any dispute over amending bids after opening (*Hemphill Construction Inc. v. City of Laurel*, 760 So. 2d 720 Miss. 2000).

In consideration of clear authority that the Review Board does not have jurisdiction to hear Evoqua’s appeal, WRUA is requesting the Review Board to immediately confirm that any appeal or protest regarding WRUA may not proceed under the Review Boards’ jurisdiction and notify Evoqua and its counsel accordingly.

Sincerely,



Keith W. Turner

KWT:sd

cc: Mayor Gary Rhoads
Bruce Stephens
Rita Wray
Laura Jackson
Leila Malatesta
Billy Morehead
Jeffery Belk
Edward Wiggins

Attachment K

Annual Report to the Legislature

November 30, 2018
Via Hand Delivery

Senator John A. Polk, Chair
Committee on Accountability, Efficiency, and Transparency
Mississippi State Senate
400 High Street, Room 404-C
Jackson, MS 39201

Dear Senator Polk:

Pursuant to Miss. Code Ann. § 31-7-407(4), the Department of Finance and Administration (DFA) submits this report of its findings regarding agency compliance with the public notice requirements of posting pending procurements through Requests for Proposals and Requests for Qualifications on the Mississippi Procurement Portal and on the soliciting agency's website. The DFA has found no instances of noncompliance in 2018.

Should you have any questions, please feel free to contact me at 601-359-6603.

Sincerely,

Aubrey Leigh Goodwin
Deputy Executive Director

November 30, 2018
Via Hand Delivery

Representative Jerry R. Turner, Chair
Committee on Accountability, Efficiency, and Transparency
Mississippi House of Representatives
400 High Street, Room 102-B
Jackson, MS 39201

Dear Representative Turner:

Pursuant to Miss. Code Ann. § 31-7-407(4), the Department of Finance and Administration (DFA) submits this report of its findings regarding agency compliance with the public notice requirements of posting pending procurements through Requests for Proposals and Requests for Qualifications on the Mississippi Procurement Portal and on the soliciting agency's website. The DFA has found no instances of noncompliance in 2018.

Should you have any questions, please feel free to contact me at 601-359-6603.

Sincerely,

Aubrey Leigh Goodwin
Deputy Executive Director

November 30, 2018
Via Hand Delivery

Senator Eugene S. Clarke, Chair
Committee on Appropriations
Mississippi State Senate
400 High Street, Room 214-D
Jackson, MS 39201

Dear Senator Clarke:

Pursuant to Miss. Code Ann. § 31-7-407(4), the Department of Finance and Administration (DFA) submits this report of its findings regarding agency compliance with the public notice requirements of posting pending procurements through Requests for Proposals and Requests for Qualifications on the Mississippi Procurement Portal and on the soliciting agency's website. The DFA has found no instances of noncompliance in 2018.

Should you have any questions, please feel free to contact me at 601-359-6603.

Sincerely,

Aubrey Leigh Goodwin
Deputy Executive Director

November 30, 2018
Via Hand Delivery

Representative John Read, Chair
Committee on Appropriations
Mississippi House of Representatives
400 High Street, Room 201-M-2
Jackson, MS 39201

Dear Representative Read:

Pursuant to Miss. Code Ann. § 31-7-407(4), the Department of Finance and Administration (DFA) submits this report of its findings regarding agency compliance with the public notice requirements of posting pending procurements through Requests for Proposals and Requests for Qualifications on the Mississippi Procurement Portal and on the soliciting agency's website. The DFA has found no instances of noncompliance in 2018.

Should you have any questions, please feel free to contact me at 601-359-6603.

Sincerely,

Aubrey Leigh Goodwin
Deputy Executive Director