



**TELEPHONIC MEETING MINUTES**  
**Wednesday August 12, 2020**

**Location:** E.T. Woolfolk State Office Building  
501 North West Street, Room 117  
Jackson, Mississippi

**Board Members Attending Via Teleconference:**

Jeffery Belk, Chair  
Billy Morehead, Vice-Chair  
Norman McLeod  
Rita Wray  
Leila Malatesta (*entered during discussion of Item II*)

**Board Members Absent:** Liz Welch, Department of Finance and Administration

**DFA Staff Members Present:** Catoria Martin, Special Assistant Attorney General  
Aubrey Leigh Goodwin  
Ross Campbell  
Brittney Thompson  
Glenn Kornbrek  
Kent Adams  
Mike Cook  
Alicia Coleman  
Tenetra Walton  
Shandra Thompson  
Liz DeRouen  
Angela Cooper  
Sharee Deason

**Guests Attending Via Teleconference:**

Matthew Dry, PEER  
Gwen Adcock, EQ Health Solutions

**I. Call to Order**

The meeting was called to order by Chair Jeffery Belk.

**II. Approval of Minutes from July 17, 2020 and July 23, 2020 Public Procurement Review Board Meetings**

**A. July 17, 2020**

**B. July 23, 2020**

**Action:** Mr. McLeod made a motion to approve the Minutes from the July 17, 2020 and July 23, 2020 PPRB meetings as presented. The motion was seconded by Ms. Wray and unanimously approved by all members present.

**III. Approval of per diem and expenses for the August 12, 2020 meeting and for any additional expenses incurred prior to the September 2, 2020 meeting**

**Action:** A motion was made by Mr. McLeod to approve per diem and expenses for the August 12, 2020 meeting and for any additional expenses incurred prior to the September 2, 2020 meeting. The motion was seconded by Ms. Malatesta and unanimously approved by all members present.

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

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

**1. Requesting Governing Authority:** Rankin County School District

**Supplier:** Coomes Distributors Inc.

**Term:** 8/12/2020 through 6/30/2021

**Total Value:** \$126,000.00 estimated

**Summary of Request:** Rankin County School District was granted an exemption from reverse auction on June 25, 2020. They advertised for competitive sealed bids for the purchase of snacks for the Frontiers program. They received one (1) bid. The District wishes to award to Coomes Distributors 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, we ask that the Board approve this contract.

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

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

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

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

**Suppliers:** Synergy Partners, Nutrien AG Solutions, Asplundh Tree Expert

**Contract #:** 8900000901, 8900000902, 8900000903

**Total Value:** \$1,950,000.00 (\$250,000.00, \$1,100,000.00, \$600,000.00)

**Term:** 10/3/2018 through 8/31/2021

**Summary of Request:** MDOT is requesting a twelve (12) month extension, which is the second and final extension for these herbicide contracts. The reverse auction was held on 9/22/2018, the contracts were approved at the 10/3/2018 PPRB meeting and the first extension was approved at the 7/10/2019 PPRB meeting. This is a multi-award bid with award to lowest price per item. These contracts will be used by MDOT, and is available for use by other state agencies and governing authorities.

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

**Suppliers:** Asplundh Tree Expert Co., Helena Agri-Enterprises LLC, Nutrien AG Solutions Inc. BS Red River

**Contract #:** 8900001182, 8900001183, 8900001184, 8900001185

**Total Value:** \$1,700,000.00 (\$350,000.00, \$350,000.00, \$650,000.00, \$350,000.00)

**Term:** 9/4/2019 through 8/31/2021

**Summary of Request:** MDOT is requesting a twelve (12) month extension for (3) specific herbicides. This would be the first of a possible two (2), twelve (12) month extensions. MDOT was approved a multi award contract for three (3) specific herbicides with two (2) possible twelve (12) month extensions at the 9/4/2019 PPRB meeting. MDOT completed a reverse auction for different types of herbicides and a multi-award bid was approved at the 10/3/2018 PPRB meeting. MDOT requested exemption from reverse auction for the procurement of these three (3) specific herbicides that were not included in this prior reverse auction. Bayer (the manufacturer) holds dealers to contractual pricing restrictions due to patents on these herbicides. As a result, a reverse auction would have been won by whomever entered the first bid, as all pricing would be equal for each bidder. An exemption from the reverse auction process and use of competitive sealed bids was approved at the 11/7/2018 PPRB meeting. MDOT awarded to all vendors who met specifications. Purchases will be made from the lowest bidder per line item including freight to destination.

**Staff Recommendation:** These requests have been reviewed for compliance and have been determined to comply with all rules and regulations and legal requirements by DFA staff. Based on the information submitted, we ask that the Board approve these contracts.

**Action:** A motion was made by Mr. Morehead to approve the staff recommendation as presented on Items IV.B.1 and IV.B.2. The motion was seconded by Ms. Malatesta and unanimously approved by all members present.

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

**Supplier:** C.A. Litzler Co., Inc.

**Contract #:** 8800007335

**Total Value:** \$681,000.00

**Term:** One Time Purchase (8/5/2020 through 6/25/2021)

**Summary of Request:** The University of Southern Mississippi (USM) has submitted a sole source request for the purchase of a unidirectional fiber thermoplastic tape line (UFTTL) that is produced by C.A. Litzler Co., Inc. USM advertised in the Clarion Ledger on 5/28/2020 & 6/4/2020 and sent notification to MPTAP, in accordance with OPTFM regulations for sole source acquisitions, Section (3.109.02) of the Mississippi Procurement Manual. USM states that this is the only system of its kind commercially available that can integrate new thermoplastic polymers into carbon fiber reinforcements in unusually high levels of quality and performance to advance the structural performance requirements to fulfill its contractual

research obligations to the U.S. Department of Defense, the funding agency, for the development of body armor and helmets for soldiers. No objections were received and USM is requesting approval from PPRB to proceed with this sole source purchase.

**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 this sole source purchase.

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

**C. OPTFM Staff Approvals Reported to the Board**

OPTFM Staff Approvals are attached to these Minutes as **Attachment A**.

**D. OPTFM Sole Source Purchases**

OPTFM Sole Source Approvals are attached to these Minutes as **Attachment B**.

**E. OPTFM Emergency Purchases**

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

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

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

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

**B. RPM Succeeding Leases**

**1. Requesting Agency:** Mississippi State Board of Architecture

**Lease #:** 050-452-25A

**Lessor:** Kelly Dabbs

**Term:** 11-1-2020 thru 10-31-2025

**Total Yearly Cost:** \$20,097.00

**Cost PSF:** \$16.50 Inclusive

**Previous Cost PSF:** \$16.50 Inclusive

**Total Space per Occupant:** 609

**Federal Funds:** 0%

**Square Footage Proposed:** 1,218 sq. ft.

**Previous Square Footage:** 1,218 sq. ft.

**Address of Property:** 2 Professional Parkway, Suite B, Ridgeland, MS

**Purpose of Lease:** The office will be utilized by the Board of Architecture, Landscape Architecture Advisory Committee, and Interior Design Advisory Committee and staff to administer the licensing and regulation of the professions of architecture, landscape architecture,

and certified interior design. Activities conducted at the office include Board and Committee meetings, formal hearings, informal conferences, meetings with stakeholders, receipt and processing of applications and complaints, maintenance of records, training and outreach events, applicant interviews, and examination reviews.

**Note:** This is a five year lease with no renewals. The Mississippi State Board of Architecture asks for a waiver on the Space Efficiency allowance due to the fact that the original contract was signed prior to the policy taking effect.

**Staff Recommendation:** This request has been reviewed for compliance by DFA staff, and upon the granting of the waiver for the Space Efficiency Allowance, the Mississippi Board of Architecture will have complied with all rules, regulations and legal requirements. RPM recommends the approval of this lease.

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

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

**Lease #:** 170-011-25A

**Lessor:** LWR, LLC.

**Term:** 08-01-2020 thru 07-31-2025

**Total Yearly Cost:** \$14,400.00

**Cost PSF:** \$5.98 + Utilities & Janitorial

**Previous Cost PSF:** \$5.98+ Utilities & Janitorial

**Total Space per Occupant:** 240

**Federal Funds:** 0%

**Square Footage Proposed:** 2,400 sq. ft.

**Previous Square Footage:** 2,400 sq. ft.

**Address of Property:** 221 Lower Woodville Dr., Natchez, MS

**Purpose of Lease:** This location will be the Parole & Probation office for Adams County.

**Note:** This is a five (5) year lease with no renewals. MDOC asks PPRB for retroactive approval of this lease. *Due to the State of Emergency caused by COVID-19, the Agency was unable to put everything together on time.*

**Staff Recommendation:** This request has been reviewed for compliance and with retroactive approval will have complied with all rules, regulations and legal requirements by DFA staff. RPM recommends the approval of this lease *with the clarification, due to the COVID19 emergency, the Agency was unable to request approval on time.*

**Action:** A motion was made by Mr. Morehead to approve the staff recommendation as amended, noting the State of Emergency as the cause for the retroactive approval request. The motion was seconded by Ms. Malatesta and unanimously approved by all members present.

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

**Lease #:** 515-441-25A

**Lessor:** Allred Investments, LLC.

**Term:** 11-01-2020 thru 10-31-2025

**Total Yearly Cost:** \$112,195.00  
**Cost PSF:** \$11.81 + Utilities & Janitorial  
**Previous Cost PSF:** \$11.81 + Utilities & Janitorial  
**Total Space per Occupant:** 237 sq. ft.  
**Federal Funds:** 0%  
**Square Footage Proposed:** 9,500 sq. ft.  
**Previous Square Footage:** 9,500 sq. ft.  
**Address of Property:** 603 Leigh Drive, Columbus, MS  
**Purpose of Lease:** This location will serve as the Medicaid office for the Columbus area.  
**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 *with the modification, 237 sq. ft. is the Total Space per Occupant.*

**Action:** A motion was made by Mr. McLeod to approve the staff recommendation as amended *with the Total Space per Occupant, 237 sq. ft.* The motion was seconded by Ms. Wray and unanimously approved by all members present.

### C. RPM Non-Competitive Leases

*Items V.C.1 and V.C.2 were presented together and voted together.*

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

**Lease #:** 725-454-22A

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

**Term:** 09-01-2020 thru 08-31-2022

**Total Yearly Cost:** \$15,300.00

**Cost PSF:** \$8.50 Inclusive (environmentally controlled)

**Previous Cost PSF:** \$8.50 Inclusive (environmentally controlled)

**Total Space per Occupant:** N/A

**Federal Funds:** 100%

**Square Footage Proposed:** 1,800 sq. ft.

**Previous Square Footage:** 1,800 sq. ft.

**Address of Property:** 644 Church Road, Unit 18, Gluckstadt, MS

**Purpose of Lease:** This storage unit will be used to store items from the Project Start department. Items included are wheelchairs, handicap accessible beds, motorized wheelchairs and other related items.

**Note:** This is a month to month lease for up to two (2) years with no renewals. MDRS ask PPRB for a waiver on the two year restriction on storage leases per 300.9 (6) of the State Leasing Manual.

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

**Lease #:** 725-452-22A

**Lessor:** Faries Investments, LP.

**Term:** 08-01-2020 thru 07-31-2022

**Total Yearly Cost:** \$2,400.00

**Cost PSF:** \$6.00

**Previous Cost PSF:** N/A

**Total Space per Occupant:** N/A

**Federal Funds:** 50%

**Square Footage Proposed:** 400 sq. ft.

**Previous Square Footage:** N/A

**Address of Property:** 220 Self-Storage, 6500 Cole Road, Unit A25, A30, Ridgeland, MS

**Purpose of Lease:** This storage unit will be used to store items from the Blind Enterprise Program such as refrigerators, freezers, and vending machines.

**Note:** This is a month to month lease for up to two (2) years with no renewals. MDRS asks PPRB for a waiver on the two (2) year restriction on storage leases per 300.9 (6) of the State Leasing Manual. *The preparation of this lease was delayed due to the State of Emergency caused by COVID-19; therefore, MDOC asks PPRB for retroactive approval of this lease.*

**Staff Recommendation:** These requests have been reviewed for compliance with the waiver of 300.9 (6) and approval (*retroactive approval on Item V.C.2*), will have complied with all rules, regulations and legal requirements. RPM recommends the approval of these leases.

**Action:** A motion was made by Ms. Malatesta to approve the staff recommendations as presented, and with the retroactive approval request in Item V.C.2. The motion was seconded by Mr. McLeod and unanimously approved by all members present.

#### **D. RPM Amended Leases**

##### **1. Requesting Agency:** Mississippi State Department of Health – WIC Spreadsheet

The MSDH WIC Program is transitioning from a Direct Distribution to a Retail system of food delivery as part of a federal mandate that requires WIC benefits to be issued via an electronic benefits transfer card (eWIC). The eWIC project is scheduled to be completed in 2021. We are seeking to extend the lease agreements for the WIC food centers to allow the MSDH WIC Program to continue serving WIC participants without interruption to their benefits. MSDH requests the extension of seventy-three (73) WIC location leases by amendment. All seventy-three (73) Lessors of the WIC locations have agreed to extend their individual lease for up to one (1) year for the same rental rate and conditions as the original lease. A list of locations and the pertinent information regarding the individual leases is attached.

**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 these lease amendments.

**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.

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

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

1. **Requesting Agency:** DMH – East Mississippi State Hospital

**RFx Number:** 3180001160

**Procurement Request:** Request for Proposals

**Anticipated Term:** One (1) Year with Four (4) optional renewals

**Anticipated Contract Amount:** \$18,500,000.00

**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 vendor to provide on-site food service management. The Agency contends the use of an IFB is neither practicable nor advantageous as the service requires knowledge and experience in institutional food preparation and food management to ensure production of high quality meals for East Mississippi State Hospital psychiatric and geriatric patients and staff. The respondents will be evaluated based on technical, cost and management factors. Pursuant to Miss. Code Ann. § 31-7-413(2)(b)(iii) the Agency requests approval to score “cost” factors openly as price is based on an objective determination. The technical factors will be weighted at forty (40) points or 40%, management factors will be weighted at twenty-five (25) points or 25%, and cost factors (price) will be weighted at thirty-five (35) points or 35%.

**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 on-site food service management meals for East Mississippi State Hospital psychiatric and geriatric patients and staff. *The staff also recommends amending the Staff Recommendation to include the request to score “cost” factors openly.*

**Action:** **A motion was made by Mr. Morehead to approve the staff recommendation as amended with the request to score “cost” factors openly. The motion was seconded by Ms. Malatesta and unanimously approved by all members present.**

2. **Requesting Agency:** DMH – Boswell Regional Center

**RFx Number:** 3180001130

**Procurement Request:** Request for Proposals

**Anticipated Term:** Three (3) Years with Two (2) optional renewals

**Anticipated Contract Amount:** \$2,000,000.00

**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 vendor to provide supplemental medical services for Boswell Regional Center and the group homes in the Bay Springs and Taylorsville areas on an as needed basis. The vendor will provide alternate medical director or physician services when the Medical Director or physician is absent or unavailable. These duties shall include oversight, daily after hours medical call, crisis admission assessment, physical assessment recertification, and daily medical services as requested by Boswell Regional Center’s medical service staff. The Agency contends the use of an IFB is neither practicable



nor advantageous as a qualified medical provider with experience in intermediate care facilities/intellectual or developmental disability community care is necessary to prevent misdiagnoses and unnecessary medical procedures. The respondents will be evaluated based on technical, management, and cost factors. Pursuant to Miss. Code Ann. § 31-7-413(2)(b)(iii) the Agency requests approval to score “cost” factors openly as price is based on an objective determination. The technical factors will be weighted at thirty (30) points or 30%, management factors will be weighted at thirty-five (35) points or 35%, and cost factors (price) will be weighted at thirty-five (35) points or 35%.

**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 of one vendor to provide as needed medical services for Boswell Regional Center and the group homes in the Bay Springs and Taylorsville areas. *The staff also recommends amending the Staff Recommendation to include the request to score “cost” factors openly.*

**Action:** A motion was made by Ms. Malatesta to approve the staff recommendation as amended with the request to score “cost” factors openly. The motion was seconded by Mr. McLeod and unanimously approved by all members present.

3. **Requesting Agency:** DMH – Boswell Regional Center  
**RFx Number:** 3180001142  
**Procurement Request:** Request for Proposals  
**Anticipated Term:** Three (3) Years with Two (2) optional renewals  
**Anticipated Contract Amount:** \$500,000.00  
**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 vendor to provide medical services for the Brookhaven/Wesson group homes. These services include medical appointments and services in the community on a per month 24/7 as needed basis, such as home visits and patient medical/medication needs in routine and emergency situations. The Agency contends the use of an IFB is neither practicable nor advantageous as a qualified medical provider with experience in the intellectual or developmental disability community is necessary to prevent misdiagnoses and unnecessary medical procedures. The respondents will be evaluated based on technical, management, and cost factors. Pursuant to Miss. Code Ann. § 31-7-413(2)(b)(iii) the agency requests approval to score “cost” factors openly as price is based on an objective determination. The technical factors will be weighted at thirty (30) points or 30%, management factors will be weighted at thirty-five (35) points or 35%, and cost factors (price) will be weighted at thirty-five (35) points or 35%.

**Staff Recommendation:** Granting of the Agency’s Petition for Relief from competitive bidding requirements as allowed by Miss. Code Ann. § 31-7-403(4), approval of the Agency’s request to use a Request for Proposals as the procurement method to select one vendor to provide medical services for the Brookhaven/Wesson group homes. *The staff also recommends amending the Staff Recommendation to include the request to score “cost” factors openly.*

**Action:** A motion was made by Ms. Wray to approve the staff recommendation as amended with the request to score "cost" factors openly. The motion was seconded by Ms. Malatesta and unanimously approved by all members present.

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

*Items VI.B.1 and VI.B.2 were presented together and voted together.*

- 1. Requesting Agency:** DMH – Mississippi State Hospital  
**Supplier:** Precision Healthcare Staffing, LLC  
**Contract #:** 8200042406  
**Term:** 12/17/2018 – 12/16/2021  
**Total Value:** \$4,981,973.22  
**Modification**  
**\$3,000,000.00**  
**Summary of Request:** The term of the original contract remains three years with no optional renewal. Modification One has been submitted to increase the amount of the contract for continuity of services due to increased demand caused by the COVID-19 pandemic. The Contractor provides temporary certified nursing assistants, registered nursing and licensed practical nursing services to the Mississippi State Hospital Inpatient Service Division, Jaquith Nursing Home Division, and Whitfield Medical Surgical Division. The Contractor was originally selected through an IFB. The original contract was approved at the November 2018 PPRB meeting. Modification One updates the Compensation and Indemnification clauses. 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 modification. The Board will meet on August 20, 2020.

**Projected Budget for Life of the Contract:** \$4,981,973.22

- 2. Requesting Agency:** DMH – Mississippi State Hospital  
**Supplier:** Infiniti Healthcare Services, LLC  
**Contract #:** 8200042407  
**Term:** 12/17/2018 – 12/16/2021  
**Total Value:** \$5,087,336.00  
**Modification**  
**\$500,000.00**  
**Summary of Request:** The term of the original contract remains three years with no optional renewal. Modification One has been submitted to increase the amount of the contract for continuity of services due to an increased demand caused by the COVID-19 pandemic. The Contractor provides temporary certified nursing assistants, and registered nursing and licensed practical nursing services to the Mississippi State Hospital Inpatient Service Division, Jaquith Nursing Home Division and Whitfield Medical Surgical Division. The Contractor was originally selected through an IFB. The original contract was approved at the November 2018 PPRB meeting. Modification One updates the Compensation and Indemnification clauses. 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 modification. The Board will meet on August 20, 2020.

**Projected Budget for Life of the Contract:** \$4,981,973.22

**Staff Recommendation:** These requests have been reviewed for compliance by OPSCR staff and comply with PPRB OPSCR Rules and Regulations and all legal requirements.

OPSCR recommends approval of Items VI.B.1 and Item VI.B.2 contract modifications as requested.

**Action:** A motion was made by Mr. Morehead to approve the staff recommendation as presented on Items VI.B.1 and VI.B.2. The motion was seconded by Ms. Malatesta and unanimously approved by all members present.

*Items VI.B.3 and VI.B.4 were presented together and voted together.*

**3. Requesting Agency:** DMH – Mississippi State Hospital

**Supplier:** Vincent Herrin, M.D.

**Contract #:** 121892

**Term:** 08/19/2020 – 06/30/2024

**Total Value:** \$499,392.56

**New  
\$499,392.56**

**Summary of Request:** The term of the contract is four years with one optional one-year renewal. Dr. Herrin is a contract worker who will serve as a medical doctor on duty and provide medical and general psychiatric care to patients at Mississippi State Hospital Inpatient Services, Whitfield Medical-Surgical Hospital, Jaquith Nursing Home, Oak Circle Center, as well as other programs and divisions of Mississippi State Hospital. He is paid \$75.00 per hour not to exceed thirty (30) hours per week. The total requested FY 2021 spending authority is \$111,375.00. This Contract Worker was selected through a Request for Applications (RFA) with five respondents. The Agency requests an exception to Section 3-202.06.1 of the PPRB OPSCR Rules and Regulations for failure to mail or otherwise furnish to a minimum of three bidders or to all bidders registered in MAGIC under the product category code for the services to promote competition. OPSCR staff does not have concerns regarding the competitiveness and fairness of the procurement. 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 met on July 16, 2020.

**Projected Budget for Life of the Contract:** \$499,392.56

**4. Requesting Agency:** DMH – Mississippi State Hospital

**Supplier:** Stephen Leblanc, M.D.

**Contract #:** 121891

**Term:** 08/19/2020 – 06/30/2024

**Total Value:** \$499,392.56

**New  
\$499,392.56**

**Summary of Request:** The term of the contract is approximately four years with one optional one-year renewal. Dr. Leblanc is a contract worker who will serve as a medical doctor on duty and provide medical and general psychiatric care to patients at Mississippi State Hospital Inpatient Services, Whitfield Medical-Surgical Hospital, Jaquith Nursing Home, Oak Circle Center, as well as other programs and divisions of Mississippi State Hospital. He is paid \$75.00 per hour not to exceed thirty (30) hours per week. The total requested FY 2021 spending authority is \$111,375.00. This Contract Worker was selected through a Request for Applications (RFA) with five respondents. The Agency requests an exception to Section 3-202.06.1 of the PPRB OPSCR Rules and Regulations for failure to mail or otherwise furnish to a minimum of three bidders or to all bidders registered in MAGIC under the product category code for the services to promote competition. OPSCR staff does not have concerns regarding the competitiveness and fairness of the procurement. Proof of regulatory board's approval

(Mississippi Board of Mental Health) must be received from the agency prior to processing the contract. The board met on July 16, 2020.

**Projected Budget for Life of the Contract: \$499,392.56**

**Staff Recommendation:** These requests have been reviewed for compliance by OPSCR staff and upon granting the exception to Section 3-202.06.1, will comply with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract renewals, Items VI.B.3 and VI.B.4, as requested, contingent upon proof of the Agency's regulatory board approval.

**Action: A motion was made by Mr. Morehead to approve the staff recommendations as presented in Items VI.B.3 and VI.B.4. The motion was seconded by Ms. Malatesta and unanimously approved by all members present.**

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

**Supplier:** Mid-South Rehab Outpatient Clinic, LLC

**Contract #:** 8200051933

**Term:** 08/14/2020 – 06/14/2024

**Total Value:** \$174,640.00

**New**

**\$174,640.00**

**Summary of Request:** The term of the contract is approximately four years with one optional one-year renewal. The Contractor will provide professional rehabilitation management and treatment services including physical therapy, occupational therapy, speech therapy, and hearing (audiology) therapy. The Contractor was selected through an IFB with three respondents. One post-award vendor debriefing was requested and held.

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

**Projected Budget for Life of the Contract: \$218,300.00**

**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.**

**6. Requesting Agency:** Mississippi Department of Marine Resources

**Supplier:** Mississippi State University

**Contract #:** 8200051595

**Term:** 08/13/2020 – 08/13/2022

**Total Value:** \$222,092.00

**New**

**\$222,092.00**

**Summary of Request:** The term of the contract is approximately two years with no renewal. The Contractor will work with an engineering firm to create categorical and sub-categorical alternate bulkhead designs which fit the living designation as described by the National Oceanic and Atmospheric Administration. The Contractor was selected pursuant to Section 3-102.04, Procuring Services Offered by Governmental Entities Not Under Purview of the PPRB of the PPRB OPSCR Rules and Regulations, which allows agencies to contract directly with state entities without soliciting the private sector. The Executive Director of MDMR

determined that the services meet the Agency's requirements and the price represents a fair market value for the services based on a comparison of similar contracts. The Agency works with Mississippi State University on a variety of research based joint projects and is able to compare price quotations based upon prices for same or similar services in the past.

**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:** \$222,092.00

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

**7. Requesting Agency:** Mississippi Department of Environmental Quality

**Supplier:** Micro-Methods, Inc.

**Contract #:** 8200047363

**Term:** 09/04/2019 – 08/31/2021

**Total Value:** \$250,000.00

**Renewal**  
**\$100,000.00**

**Summary of Request:** The term of the original contract was approximately one year with four optional one-year renewals. Modification One has been submitted to exercise the first optional renewal allowed by the original contract. The Contractor provides professional laboratory services for bacteriological water analysis in support of the Beach Monitoring and Water Quality Improvement programs on the Mississippi Gulf Coast. The Contractor analyzes samples weekly from each of Mississippi's twenty-one beaches and other pre-determined locations for enterococci or E.coli. The Contractor is paid \$55.00 per sample during normal business hours, \$75.00 per sample after normal business hours excluding holidays, and \$100.00 per sample on holidays. The Contractor was originally selected through an IFB. The original contract was approved at the September 2019 PPRB meeting. Modification One updates the Period of Performance and Consideration and Payment clauses. All other terms and conditions of the original contract remain the same.

**Staff Recommendation:** The 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:** \$750,000.00

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

**8. Requesting Agency:** Veterans Home Purchase Board

**Supplier:** Rogers Dunn, LLC

**Contract #:** 8200026104

**Term:** 09/01/2016 – 08/31/2021

**Total Value:** \$316,500.00

**Renewal**  
**\$63,300.00**

**Summary of Request:** The term of the original contract was two years with three optional one-year renewals. Amendment Three has been submitted to exercise the last optional renewal allowed by the original contract. The Contractor provides professional management, maintenance, and upkeep of the Agency's facility in Pearl. These services include janitorial work, grounds upkeep, pest-control, and building maintenance as approved by the Agency. The Contractor was originally selected through an RFP. The annual cost of building maintenance is \$63,300.00 or \$5,275.00 per month. Amendment Two was approved at the August 2019 PPRB meeting. Amendment Three updates the Compensation, Period of Performance, and Entire Agreement clauses. Proof of the Contractor's updated required worker's compensation and professional liability insurance certificates must be received from the Agency prior to processing the contract renewal.

**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 receipt of the Contractor's updated required worker's compensation and professional liability insurance certificates.

**Projected Budget for Life of the Contract:** \$316,500.00

**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.

## **C. Preapproved Vendor Lists**

### **1. Professional Nursing Services**

Pursuant to Miss. Code Ann. § 27-104-7(2)(i), the DFA OPSCR staff issued an Invitation for Bids for Professional Nursing Services in order to establish a List of Preapproved Vendors for Professional Nursing Services for the time period of July 23, 2020 to July 22, 2023 for use by state agencies under the purview of the PPRB. The IFB divided the State into eight regions. The IFB provided that awards would be made to all responsive and responsible bidders per region per professional nursing services format/category ranked in relation to the lowest average bid costs. There were thirteen respondents to the IFB, of which one was deemed non-responsive and was notified. There were two debriefings requested and held on July 6, 2020. There was one protest from TD Medical Solutions, LLC. The protest was withdrawn on July 7, 2020. A clerical error was found and TD Medical Solutions, LLC and three other bidders were awarded more time for business references to be notified. Twelve bids were received for eight regions. Vendors on the Preapproved Vendor List (PVL) list will remain on the list until July 22, 2023, at which time that list will expire. However, if a Contracting Agency enters into a contract with a preapproved Vendor prior to the expiration date of July 23, 2023, that contract may be renewed at the same rates listed on the PVL until July 22, 2025. Prices submitted in response to the IFB will remain firm, valid, and renewable until July 22, 2025 except that a bidder may raise prices to reflect a rise in the federal minimum wage, but only to the extent of the actual minimum wage increase.

**Staff Recommendation:** Approval of the Preapproved Vendor List for Professional Nursing Services as requested.

The Professional Nursing Services Preapproved Vendor List is attached to these Minutes as **Attachment E**.

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

**D. Emergency Contracts Reported to the Board for Calendar Year 2020**

The list of OPSCR emergency contracts reported to the Board is attached to these Minutes as **Attachment F**.

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

The list of July 2020 OPSCR staff approvals reported to the Board is attached to these Minutes as **Attachment G**.

**VII. Other Business**

Ms. Goodwin and Mr. Adams gave an update on the Sun-N-Sand property status.

- Timelines and requirements were met in accordance with legislation authorizing the DFA project
- Bids were made on the demolition project.
- The project has been awarded with a Notice to Proceed to be issued soon.

Ms. Goodwin noted the original adopted meeting dates are expected to resume the regular schedule via teleconference on September 2, 2020 and going forward.

**VIII. Adjournment**

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

These Minutes of the Public Procurement Review Board were approved by the members on the 2<sup>nd</sup> of September, 2020.

  
\_\_\_\_\_  
Jeffery Belk, Chair

9/2/20  
\_\_\_\_\_  
Date



**STATE OF MISSISSIPPI**  
GOVERNOR TATE REEVES

**DEPARTMENT OF FINANCE AND ADMINISTRATION**

LIZ WELCH  
INTERIM EXECUTIVE DIRECTOR

# NOTICE

A Telephonic Meeting of the

## **PUBLIC PROCUREMENT REVIEW BOARD**

will be held Wednesday, August 12, 2020, 9:00 a.m. in  
Room 117 Conference Room  
Woolfolk State Office Building

*Call-in information will be provided by request made to [PPRB@dfa.ms.gov](mailto:PPRB@dfa.ms.gov).*







PUBLIC PROCUREMENT REVIEW BOARD

Telephonic Regular Meeting  
August 12, 2020  
9:00 a.m.

PPRB STAFF ATTENDANCE SHEET

NAME AND TITLE

AGENCY/COMPANY

Kent Adams	DFA/RPM
Brettney Thompson	DFA/OPSCR
Alicia Coleman	DFA/OPSCR
Tenetra Walter	DFA/OPSCR
Angela Cooper	DFA/OPSCR
Shadee Deason	DFA/OPSCR
Shonda Thompson	DFA/OPSCR
Liz DeRouen	DFA/OPTFM
Ross Campbell	DFA/OPTFM
Mike Cook	DFA/OPTFM
Glean Kornbret	DFA
Catoria Martin	DFA/SAAG
Aubrey Leigh Goodwin	DFA



**TELEPHONIC MEETING AGENDA**  
**Wednesday August 12, 2020**  
**9:00 a.m.**

*\*This Meeting will be held telephonically. For public telephonic access to the meeting, please send a request to [PPRB@dfa.ms.gov](mailto:PPRB@dfa.ms.gov)\**

- I. **Call to Order**
- II. **Approval of Minutes from July 17, 2020 and July 23, 2020 Public Procurement Review Board Meetings**
  - A. July 17, 2020
  - B. July 23, 2020
- III. **Approval of per diem and expenses for the August 12, 2020 meeting and for any additional expenses incurred prior to the September 2, 2020 meeting**
- IV. **DFA Office of Purchasing, Travel and Fleet Management (OPTFM)**
  - A. **Consideration of Governing Authority Contracts for Board Action**
    - 1. **Requesting Governing Authority:** Rankin County School District  
**Supplier:** Coomes Distributors Inc.  
**Term:** 8/12/2020 through 6/30/2021  
**Total Value:** \$126,000.00 estimated  
**Summary of Request:** Rankin County School District was granted an exemption from reverse auction on June 25, 2020. They advertised for competitive sealed bids for the purchase of snacks for the Frontiers program. They received one (1) bid. The District wishes to award to Coomes Distributors 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, we ask that the Board approve this contract.
  - B. **Consideration of State Agency Contracts for Board Action**
    - 1. **Requesting Agency:** Mississippi Department of Transportation (MDOT)  
**Suppliers:** Synergy Partners, Nutrien AG Solutions, Asplundh Tree Expert  
**Contract #:** 8900000901, 8900000902, 8900000903

**Total Value:** \$1,950,000.00 (\$250,000.00, \$1,100,000.00, \$600,000.00)

**Term:** 10/3/2018 through 8/31/2021

**Summary of Request:** MDOT is requesting a twelve (12) month extension, which is the second and final extension for these herbicide contracts. The reverse auction was held on 9/22/2018, the contracts were approved at the 10/3/2018 PPRB meeting and the first extension was approved at the 7/10/2019 PPRB meeting. This is a multi-award bid with award to lowest price per item. These contracts will be used by MDOT, and is available for use by other state agencies and governing authorities.

**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 extensions.

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

**Suppliers:** Asplundh Tree Expert Co., Helena Agri-Enterprises LLC, Nutrien AG Solutions Inc. BS Red River

**Contract #:** 8900001182, 8900001183, 8900001184, 8900001185

**Total Value:** \$1,700,000.00 (\$350,000.00, \$350,000.00, \$650,000.00, \$350,000.00)

**Term:** 9/4/2019 through 8/31/2021

**Summary of Request:** MDOT is requesting a twelve (12) month extension for (3) specific herbicides. This would be the first of a possible two (2), twelve (12) month extensions. MDOT was approved a multi award contract for three (3) specific herbicides with two (2) possible twelve (12) month extensions at the 9/4/2019 PPRB meeting. MDOT completed a reverse auction for different types of herbicides and a multi-award bid was approved at the 10/3/2018 PPRB meeting. MDOT requested exemption from reverse auction for the procurement of these three (3) specific herbicides that were not included in this prior reverse auction. Bayer (the manufacturer) holds dealers to contractual pricing restrictions due to patents on these herbicides. As a result, a reverse auction would have been won by whomever entered the first bid, as all pricing would be equal for each bidder. An exemption from the reverse auction process and use of competitive sealed bids was approved at the 11/7/2018 PPRB meeting. MDOT awarded to all vendors who met specifications. Purchases will be made from the lowest bidder per line item including freight to destination.

**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 extensions.

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

**Supplier:** C.A. Litzler Co., Inc.

**Contract #:** 8800007335

**Total Value:** \$681,000.00

**Term:** One Time Purchase (8/5/2020 through 6/25/2021)

**Summary of Request:** The University of Southern Mississippi (USM) has submitted a sole source request for the purchase of a unidirectional fiber thermoplastic tape line (UFTTL) that is produced by C.A. Litzler Co., Inc. USM advertised in the Clarion Ledger on 5/28/2020 & 6/4/2020 and sent notification to MPTAP, in accordance with OPTFM regulations for sole source acquisitions, Section (3.109.02) of the Mississippi Procurement Manual. USM states that this is the only system of its kind commercially available that can integrate new

thermoplastic polymers into carbon fiber reinforcements in unusually high levels of quality and performance to advance the structural performance requirements to fulfill its contractual research obligations to the U.S. Department of Defense, the funding agency, for the development of body armor and helmets for soldiers. No objections were received and USM is requesting approval from PPRB to proceed with this sole source purchase.

**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 this sole source purchase.

**C. OPTFM Staff Approvals Reported to the Board**

**D. OPTFM Sole Source Purchases**

**E. OPTFM Emergency Purchases**

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

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

**B. RPM Succeeding Leases**

**1. Requesting Agency: Mississippi State Board of Architecture**

**Lease #:** 050-452-25A

**Lessor:** Kelly Dabbs

**Term:** 11-1-2020 thru 10-31-2025

**Total Yearly Cost:** \$20,097.00

**Cost PSF:** \$16.50 Inclusive

**Previous Cost PSF:** \$16.50 Inclusive

**Total Space per Occupant:** 609

**Federal Funds:** 0%

**Square Footage Proposed:** 1,218 sq. ft.

**Previous Square Footage:** 1,218 sq. ft.

**Address of Property:** 2 Professional Parkway, Suite B, Ridgeland, MS

**Purpose of Lease:** The office will be utilized by the Board of Architecture, Landscape Architecture Advisory Committee, and Interior Design Advisory Committee and staff to administer the licensing and regulation of the professions of architecture, landscape architecture, and certified interior design. Activities conducted at the office include Board and Committee meetings, formal hearings, informal conferences, meetings with stakeholders, receipt and processing of applications and complaints, maintenance of records, training and outreach events, applicant interviews, and examination reviews.

**Note:** This is a five year lease with no renewals. The Mississippi State Board of Architecture asks for a waiver on the Space Efficiency allowance due to the fact that the original contract was signed prior to the policy taking effect.

**Staff Recommendation:** This request has been reviewed for compliance by DFA staff, and upon the granting of the waiver for the Space Efficiency Allowance, the Mississippi Board of

Architecture will have complied with all rules, regulations and legal requirements. RPM recommends the approval of this lease.

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

**Lease #:** 170-011-25A

**Lessor:** LWR, LLC.

**Term:** 08-01-2020 thru 07-31-2025

**Total Yearly Cost:** \$14,400.00

**Cost PSF:** \$5.98 + Utilities & Janitorial

**Previous Cost PSF:** \$5.98+ Utilities & Janitorial

**Total Space per Occupant:** 240

**Federal Funds:** 0%

**Square Footage Proposed:** 2,400 sq. ft.

**Previous Square Footage:** 2,400 sq. ft.

**Address of Property:** 221 Lower Woodville Dr., Natchez, MS

**Purpose of Lease:** This location will be the Parole & Probation office for Adams County.

**Note:** This is a five (5) year lease with no renewals. MDOC asks PPRB for retroactive approval of this lease.

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

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

**Lease #:** 515-441-25A

**Lessor:** Allred Investments, LLC.

**Term:** 11-01-2020 thru 10-31-2025

**Total Yearly Cost:** \$112,195.00

**Cost PSF:** \$11.81 + Utilities & Janitorial

**Previous Cost PSF:** \$11.81 + Utilities & Janitorial

**Total Space per Occupant:**

**Federal Funds:** 0%

**Square Footage Proposed:** 9,500 sq. ft.

**Previous Square Footage:** 9,500 sq. ft.

**Address of Property:** 603 Leigh Drive, Columbus, MS

**Purpose of Lease:** This location will serve as the Medicaid office for the Columbus area.

**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.

**C. RPM Non-Competitive Leases**

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

**Lease #:** 725-454-22A

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

**Term:** 09-01-2020 thru 08-31-2022

**Total Yearly Cost:** \$15,300.00

**Cost PSF:** \$8.50 Inclusive (environmentally controlled)

**Previous Cost PSF:** \$8.50 Inclusive (environmentally controlled)

**Total Space per Occupant:** N/A

**Federal Funds:** 100%

**Square Footage Proposed:** 1,800 sq. ft.

**Previous Square Footage:** 1,800 sq. ft.

**Address of Property:** 644 Church Road, Unit 18, Gluckstadt, MS

**Purpose of Lease:** This storage unit will be used to store items from the Project Start department. Items included are wheelchairs, handicap accessible beds, motorized wheelchairs and other related items.

**Note:** This is a month to month lease for up to two (2) years with no renewals. MDRS ask PPRB for a waiver on the two year restriction on storage leases per 300.9 (6) of the State Leasing Manual.

**Staff Recommendation:** This request has been reviewed for compliance and with the waiver on 300.9 (6) will have complied with all rules, regulations and legal requirements. RPM recommends the approval of this lease.

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

**Lease #:** 725-452-22A

**Lessor:** Faries Investments, LP.

**Term:** 08-01-2020 thru 07-31-2022

**Total Yearly Cost:** \$2,400.00

**Cost PSF:** \$6.00

**Previous Cost PSF:** N/A

**Total Space per Occupant:** N/A

**Federal Funds:** 50%

**Square Footage Proposed:** 400 sq. ft.

**Previous Square Footage:** N/A

**Address of Property:** 220 Self-Storage, 6500 Cole Road, Unit A25, A30, Ridgeland, MS

**Purpose of Lease:** This storage unit will be used to store items from the Blind Enterprise Program such as refrigerators, freezers, and vending machines.

**Note:** This is a month to month lease for up to two (2) years with no renewals. MDRS asks PPRB for a waiver on the two (2) year restriction on storage leases per 300.9 (6) of the State Leasing Manual. MDRS also asks PPRB for retroactive approval of this lease.

**Staff Recommendations:** This request has been reviewed for compliance and with the waiver of 300.9 (6) and retroactive approval will have complied with all rules, regulations and legal requirements. RPM recommends the approval of this lease.

## D. RPM Amended Leases

### 1. Requesting Agency: Mississippi State Department of Health – WIC Spreadsheet

The MSDH WIC Program is transitioning from a Direct Distribution to a Retail system of food delivery as part of a federal mandate that requires WIC benefits to be issued via an electronic benefits transfer card (eWIC). The eWIC project is scheduled to be completed in 2021. We are seeking to extend the lease agreements for the WIC food centers to allow the MSDH WIC Program to continue serving WIC participants without interruption to their benefits. MSDH requests the extension of seventy-three (73) WIC location leases by amendment. All seventy-three (73) Lessors of the WIC locations have agreed to extend their individual lease for up to one (1) year for the same rental rate and conditions as the original lease. A list of locations and the pertinent information regarding the individual leases is attached.

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

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

#### 1. Requesting Agency: DMH – East Mississippi State Hospital

**RFx Number:** 3180001160

**Procurement Request:** Request for Proposals

**Anticipated Term:** One (1) Year with Four (4) optional renewals

**Anticipated Contract Amount:** \$18,500,000.00

**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 vendor to provide on-site food service management. The Agency contends the use of an IFB is neither practicable nor advantageous as the service requires knowledge and experience in institutional food preparation and food management to ensure production of high quality meals for East Mississippi State Hospital psychiatric and geriatric patients and staff. The respondents will be evaluated based on technical, cost and management factors. Pursuant to Miss. Code Ann. § 31-7-413(2)(b)(iii) the Agency requests approval to score "cost" factors openly as price is based on an objective determination. The technical factors will be weighted at forty (40) points or 40%, management factors will be weighted at twenty-five (25) points or 25%, and cost factors (price) will be weighted at thirty-five (35) points or 35%.

**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 on-site food service management meals for East Mississippi State Hospital psychiatric and geriatric patients and staff.

#### 2. Requesting Agency: DMH – Boswell Regional Center

**RFx Number:** 3180001130

**Procurement Request:** Request for Proposals

**Anticipated Term:** Three (3) Years with Two (2) optional renewals

**Anticipated Contract Amount:** \$2,000,000.00



**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 vendor to provide supplemental medical services for Boswell Regional Center and the group homes in the Bay Springs and Taylorsville areas on an as needed basis. The vendor will provide alternate medical director or physician services when the Medical Director or physician is absent or unavailable. These duties shall include oversight, daily after hours medical call, crisis admission assessment, physical assessment recertification, and daily medical services as requested by Boswell Regional Center's medical service staff. The Agency contends the use of an IFB is neither practicable nor advantageous as a qualified medical provider with experience in intermediate care facilities/intellectual or developmental disability community care is necessary to prevent misdiagnoses and unnecessary medical procedures. The respondents will be evaluated based on technical, management, and cost factors. Pursuant to Miss. Code Ann. § 31-7-413(2)(b)(iii) the Agency requests approval to score "cost" factors openly as price is based on an objective determination. The technical factors will be weighted at thirty (30) points or 30%, management factors will be weighted at thirty-five (35) points or 35%, and cost factors (price) will be weighted at thirty-five (35) points or 35%.

**Staff Recommendation:** Granting of the Agency's Petition for Relief from competitive bidding requirements as allowed by Miss. Code Ann. § 31-7-403(4), approval of the Agency's request to use a Request for Proposals as the procurement method of one vendor to provide as needed medical services for Boswell Regional Center and the group homes in the Bay Springs and Taylorsville areas.

3. **Requesting Agency:** DMH – Boswell Regional Center

**RFx Number:** 3180001142

**Procurement Request:** Request for Proposals

**Anticipated Term:** Three (3) Years with Two (2) optional renewals

**Anticipated Contract Amount:** \$500,000.00

**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 vendor to provide medical services for the Brookhaven/Wesson group homes. These services include medical appointments and services in the community on a per month 24/7 as needed basis, such as home visits and patient medical/medication needs in routine and emergency situations. The Agency contends the use of an IFB is neither practicable nor advantageous as a qualified medical provider with experience in the intellectual or developmental disability community is necessary to prevent misdiagnoses and unnecessary medical procedures. The respondents will be evaluated based on technical, management, and cost factors. Pursuant to Miss. Code Ann. § 31-7-413(2)(b)(iii) the agency requests approval to score "cost" factors openly as price is based on an objective determination. The technical factors will be weighted at thirty (30) points or 30%, management factors will be weighted at thirty-five (35) points or 35%, and cost factors (price) will be weighted at thirty-five (35) points or 35%.

**Staff Recommendation:** Granting of the Agency's Petition for Relief from competitive bidding requirements as allowed by Miss. Code Ann. § 31-7-403(4), approval of the Agency's request to use a Request for Proposals as the procurement method to select one vendor to provide medical services for the Brookhaven/Wesson group homes.

## B. Consideration of Contracts for Board Action

1. **Requesting Agency:** DMH – Mississippi State Hospital

**Supplier:** Precision Healthcare Staffing, LLC

**Contract #:** 8200042406

**Term:** 12/17/2018 – 12/16/2021

**Total Value:** \$4,981,973.22

**Modification**

**\$3,000,000.00**

**Summary of Request:** The term of the original contract remains three years with no optional renewal. Modification One has been submitted to increase the amount of the contract for continuity of services due to increased demand caused by the COVID-19 pandemic. The Contractor provides temporary certified nursing assistants, registered nursing and licensed practical nursing services to the Mississippi State Hospital Inpatient Service Division, Jaquith Nursing Home Division, and Whitfield Medical Surgical Division. The Contractor was originally selected through an IFB. The original contract was approved at the November 2018 PPRB meeting. Modification One updates the Compensation and Indemnification clauses. 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 modification. The Board will meet on August 20, 2020.

**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 contingent upon the Agency's regulatory board approval.

**Projected Budget for Life of the Contract:** \$4,981,973.22

2. **Requesting Agency:** DMH – Mississippi State Hospital

**Supplier:** Infiniti Healthcare Services, LLC

**Contract #:** 8200042407

**Term:** 12/17/2018 – 12/16/2021

**Total Value:** \$5,087,336.00

**Modification**

**\$500,000.00**

**Summary of Request:** The term of the original contract remains three years with no optional renewal. Modification One has been submitted to increase the amount of the contract for continuity of services due to an increased demand caused by the COVID-19 pandemic. The Contractor provides temporary certified nursing assistants, and registered nursing and licensed practical nursing services to the Mississippi State Hospital Inpatient Service Division, Jaquith Nursing Home Division and Whitfield Medical Surgical Division. The Contractor was originally selected through an IFB. The original contract was approved at the November 2018 PPRB meeting. Modification One updates the Compensation and Indemnification clauses. 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 modification. The Board will meet on August 20, 2020.

**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 contingent upon the Agency's regulatory board approval.

**Projected Budget for Life of the Contract: \$4,981,973.22**

**3. Requesting Agency: DMH – Mississippi State Hospital**

**Supplier:** Vincent Herrin, M.D.

**Contract #:** 121892

**Term:** 08/19/2020 – 06/30/2024

**Total Value:** \$499,392.56

**New**

**\$499,392.56**

**Summary of Request:** The term of the contract is four years with one optional one-year renewal. Dr. Herrin is a contract worker who will serve as a medical doctor on duty and provide medical and general psychiatric care to patients at Mississippi State Hospital Inpatient Services, Whitfield Medical-Surgical Hospital, Jaquith Nursing Home, Oak Circle Center, as well as other programs and divisions of Mississippi State Hospital. He is paid \$75.00 per hour not to exceed thirty (30) hours per week. The total requested FY 2021 spending authority is \$111,375.00. This Contract Worker was selected through a Request for Applications (RFA) with five respondents. The Agency requests an exception to Section 3-202.06.1 of the PPRB OPSCR Rules and Regulations for failure to mail or otherwise furnish to a minimum of three bidders or to all bidders registered in MAGIC under the product category code for the services to promote competition. OPSCR staff does not have concerns regarding the competitiveness and fairness of the procurement. 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 met on July 16, 2020.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and upon granting the exception to Section 3-202.06.1, will comply with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract renewal as requested, contingent upon proof of the Agency's regulatory board approval.

**Projected Budget for Life of the Contract: \$499,392.56**

**4. Requesting Agency: DMH – Mississippi State Hospital**

**Supplier:** Stephen Leblanc, M.D.

**Contract #:** 121891

**Term:** 08/19/2020 – 06/30/2024

**Total Value:** \$499,392.56

**New**

**\$499,392.56**

**Summary of Request:** The term of the contract is approximately four years with one optional one-year renewal. Dr. Leblanc is a contract worker who will serve as a medical doctor on duty and provide medical and general psychiatric care to patients at Mississippi State Hospital Inpatient Services, Whitfield Medical-Surgical Hospital, Jaquith Nursing Home, Oak Circle Center, as well as other programs and divisions of Mississippi State Hospital. He is paid \$75.00 per hour not to exceed thirty (30) hours per week. The total requested FY 2021 spending authority is \$111,375.00. This Contract Worker was selected through a Request for Applications (RFA) with five respondents. The Agency requests an exception to Section 3-202.06.1 of the PPRB OPSCR Rules and Regulations for failure to mail or otherwise furnish to a minimum of three bidders or to all bidders registered in MAGIC under the product category code for the services to promote competition. OPSCR staff does not have concerns regarding the competitiveness and fairness of the procurement. Proof of regulatory board's approval

(Mississippi Board of Mental Health) must be received from the agency prior to processing the contract. The board met on July 16, 2020.

**Staff Recommendation:** This request has been reviewed for compliance by OPSCR staff and upon granting the exception to Section 3-202.06.1, will comply with PPRB OPSCR Rules and Regulations and all legal requirements. OPSCR recommends approval of the contract renewal as requested, contingent upon proof of the Agency's regulatory board approval.

**Projected Budget for Life of the Contract:** \$499,392.56

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

**Supplier:** Mid-South Rehab Outpatient Clinic, LLC

**Contract #:** 8200051933

**Term:** 08/14/2020 – 06/14/2024

**Total Value:** \$174,640.00

**New**

**\$174,640.00**

**Summary of Request:** The term of the contract is approximately four years with one optional one-year renewal. The Contractor will provide professional rehabilitation management and treatment services including physical therapy, occupational therapy, speech therapy, and hearing (audiology) therapy. The Contractor was selected through an IFB with three respondents. One post-award vendor debriefing was requested and held.

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

**Projected Budget for Life of the Contract:** \$218,300.00

**6. Requesting Agency:** Mississippi Department of Marine Resources

**Supplier:** Mississippi State University

**Contract #:** 8200051595

**Term:** 08/13/2020 – 08/13/2022

**Total Value:** \$222,092.00

**New**

**\$222,092.00**

**Summary of Request:** The term of the contract is approximately two years with no renewal. The Contractor will work with an engineering firm to create categorical and sub-categorical alternate bulkhead designs which fit the living designation as described by the National Oceanic and Atmospheric Administration. The Contractor was selected pursuant to Section 3-102.04, Procuring Services Offered by Governmental Entities Not Under Purview of the PPRB of the PPRB OPSCR Rules and Regulations, which allows agencies to contract directly with state entities without soliciting the private sector. The Executive Director of MDMR determined that the services meet the Agency's requirements and the price represents a fair market value for the services based on a comparison of similar contracts. The Agency works with Mississippi State University on a variety of research based joint projects and is able to compare price quotations based upon prices for same or similar services in the past.

**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: \$222,092.00**

**7. Requesting Agency: Mississippi Department of Environmental Quality**

**Supplier:** Micro-Methods, Inc.

**Contract #:** 8200047363

**Term:** 09/04/2019 – 08/31/2021

**Total Value:** \$250,000.00

**Renewal  
\$100,000.00**

**Summary of Request:** The term of the original contract was approximately one year with four optional one-year renewals. Modification One has been submitted to exercise the first optional renewal allowed by the original contract. The Contractor provides professional laboratory services for bacteriological water analysis in support of the Beach Monitoring and Water Quality Improvement programs on the Mississippi Gulf Coast. The Contractor analyzes samples weekly from each of Mississippi's twenty-one beaches and other pre-determined locations for enterococci or E.coli. The Contractor is paid \$55.00 per sample during normal business hours, \$75.00 per sample after normal business hours excluding holidays, and \$100.00 per sample on holidays. The Contractor was originally selected through an IFB. The original contract was approved at the September 2019 PPRB meeting. Modification One updates the Period of Performance and Consideration and Payment clauses. All other terms and conditions of the original contract remain the same.

**Staff Recommendation:** The 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: \$750,000.00**

**8. Requesting Agency: Veterans Home Purchase Board**

**Supplier:** Rogers Dunn, LLC

**Contract #:** 8200026104

**Term:** 09/01/2016 – 08/31/2021

**Total Value:** \$316,500.00

**Renewal  
\$63,300.00**

**Summary of Request:** The term of the original contract was two years with three optional one-year renewals. Amendment Three has been submitted to exercise the last optional renewal allowed by the original contract. The Contractor provides professional management, maintenance, and upkeep of the Agency's facility in Pearl. These services include janitorial work, grounds upkeep, pest-control, and building maintenance as approved by the Agency. The Contractor was originally selected through an RFP. The annual cost of building maintenance is \$63,300.00 or \$5,275.00 per month. Amendment Two was approved at the August 2019 PPRB meeting. Amendment Three updates the Compensation, Period of Performance, and Entire Agreement clauses. Proof of the Contractor's updated required worker's compensation and professional liability insurance certificates must be received from the Agency prior to processing the contract renewal.

**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 receipt of the Contractor's updated required worker's compensation and professional liability insurance certificates.

**Projected Budget for Life of the Contract: \$316,500.00**

**C. Preapproved Vendor Lists**

**1. Professional Nursing Services**

Pursuant to Miss. Code Ann. § 27-104-7(2)(i), the DFA OPSCR staff issued an Invitation for Bids for Professional Nursing Services in order to establish a List of Preapproved Vendors for Professional Nursing Services for the time period of July 23, 2020 to July 22, 2023 for use by state agencies under the purview of the PPRB. The IFB divided the State into eight regions. The IFB provided that awards would be made to all responsive and responsible bidders per region per professional nursing services format/category ranked in relation to the lowest average bid costs. There were thirteen respondents to the IFB, of which one was deemed non-responsive and was notified. There were two debriefings requested and held on July 6, 2020. There was one protest from TD Medical Solutions, LLC. The protest was withdrawn on July 7, 2020. A clerical error was found and TD Medical Solutions, LLC and three other bidders were awarded more time for business references to be notified. Twelve bids were received for eight regions. Vendors on the Preapproved Vendor List (PVL) list will remain on the list until July 22, 2023, at which time that list will expire. However, if a Contracting Agency enters into a contract with a preapproved Vendor prior to the expiration date of July 23, 2023, that contract may be renewed at the same rates listed on the PVL until July 22, 2025. Prices submitted in response to the IFB will remain firm, valid, and renewable until July 22, 2025 except that a bidder may raise prices to reflect a rise in the federal minimum wage, but only to the extent of the actual minimum wage increase.

**Staff Recommendation:** Approval of the Preapproved Vendor List for Professional Nursing Services as requested.

**D. Emergency Contracts Reported to the Board for Calendar Year 2020**

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

**VII. Other Business**

**VIII. Adjournment**

# **Attachment A**

**OPTFM**

July 1, 2020 – July 27, 2020

**Staff Approvals**

**PUBLIC PROCUREMENT REVIEW BOARD  
OPTFM STAFF APPROVALS  
JULY 1, 2020-JULY 27, 2020**

(P-1) CONTRACT#	AGENCY	VENDOR	REQUEST TYPE	COMMODITY	ACTION	AMOUNT	AUTHORITY
1	MS DEPARTMENT OF HUMAN SERVICES	FRANCOTYP POSTALIA	COMPETITIVE PURCHASING AGREEMENT	MAILING EQUIPMENT AND MAINTENANCE	NEW	\$88,328.88	UNDER THE \$500,000 THRESHOLD
2	MS DEPARTMENT OF HUMAN SERVICES	PIVEY BOWES, INC.	COMPETITIVE PURCHASING AGREEMENT	MAILING EQUIPMENT AND MAINTENANCE	MODIFICATION	\$55,143.12	UNDER THE \$500,000 THRESHOLD
3	MS DEPT OF MILITARY	EAST SIDE JERSEY DAIRY, INC.	PO	MILK PRODUCTS	NEW	\$45,000.00	UNDER THE \$500,000 THRESHOLD
4	MS DEPT OF MILITARY	J & J PRODUCE CO INC	PO	PERISHABLE GOODS	NEW	\$40,000.00	UNDER THE \$500,000 THRESHOLD
5	MS DEPT OF MILITARY	FLOWERS BAKING COMPANY OF	PO	PERISHABLE GOODS, BREAD PRODUCTS	NEW	\$30,000.00	UNDER THE \$500,000 THRESHOLD
6	MS DEPT OF MILITARY	CRUMBLY PAPER CO INC	PO	PERISHABLE FOOD & NON FOOD	NEW	\$50,000.00	UNDER THE \$500,000 THRESHOLD
7	MS DEPT OF MILITARY	CRUMBLY PAPER CO INC	PO	PERISHABLE & CAN GOODS	NEW	\$80,000.00	UNDER THE \$500,000 THRESHOLD
8	MS DEPT OF MILITARY	MERCHANTS CO-HATTIESBURGPO	PO	PERISHABLE & CAN GOODS	NEW	\$100,000.00	UNDER THE \$500,000 THRESHOLD
9	NORTH MISSISSIPPI REGIONAL CENTER	RJ YOUNG COMPANY	RENTAL AGREEMENT	COPIER LEASE AGREEMENT	NEW	\$70,000.00	UNDER THE \$500,000 THRESHOLD



PUBLIC PROCUREMENT REVIEW BOARD  
 OPTFM STAFF APPROVALS  
 JULY 1, 2020-JULY 27, 2020

10	4600002010	ELLISVILLE STATE SCHOOL	NESTLE USA INC	OPEN PURCHASE ORDER	NUTRITIONAL SUPPLEMENTS	MODIFICATION	\$50,000.00	UNDER THE \$500,000 THRESHOLD
11	4600002011	ELLISVILLE STATE SCHOOL	BORDEN DAIRY CO	OPEN PURCHASE ORDER	DAIRY PRODUCTS	MODIFICATION	\$15,000.00	UNDER THE \$500,000 THRESHOLD
12	8200027573	MS. DEPT. OF HEALTH	QUADIANT, INC	COMPETITIVE PURCHASING AGREEMENT	MAILING EQUIPMENT	MODIFICATION	\$56,496.40	UNDER THE \$500,000 THRESHOLD
13	8200037249	MS DEPARTMENT OF HUMAN SERVICES	TOSHIBA AMERICA BUSINESS SOLUTIONS	COMPETITIVE PURCHASING AGREEMENT	COPIER RENTAL AND MAINTENANCE	MODIFICATION	\$43,468.20	UNDER THE \$500,000 THRESHOLD
14	8200044785	MS. DEPT. OF HEALTH	CANON U.S.A., INC.	COMPETITIVE PURCHASING AGREEMENT	COPIERS	MODIFICATION	\$23,375.68	UNDER THE \$500,000 THRESHOLD
15	8200043240	MEMA	RICOH USA INC	COMPETITIVE PURCHASING AGREEMENT	COPIERS	MODIFICATION	\$340,807.20	UNDER THE \$500,000 THRESHOLD
16	8200052702	MS. DEPT. OF HEALTH	CANON U.S.A., INC.	COMPETITIVE PURCHASING AGREEMENT	COPIERS	NEW	\$26,576.00	UNDER THE \$500,000 THRESHOLD
17	8200048341	MS DEPARTMENT OF REVENUE	CANON USA, INC.	COMPETITIVE PURCHASING AGREEMENT	COPIER RENTAL AND MAINTENANCE	MODIFICATION	\$194,800.00	UNDER THE \$500,000 THRESHOLD
18	8200047246	MS DEPARTMENT OF HUMAN SERVICES	TOSHIBA AMERICA BUSINESS SOLUTIONS	COMPETITIVE PURCHASING AGREEMENT	COPIER RENTAL AND MAINTENANCE	MODIFICATION	\$132,472.00	UNDER THE \$500,000 THRESHOLD

**PUBLIC PROCUREMENT REVIEW BOARD  
OPTFM STAFF APPROVALS  
JULY 1, 2020-JULY 27, 2020**

19	8200052744	UNIVERSITY OF SOUTHERN MS	SEATRAC SYSTEMS, INC	COMPETITIVE BID	UNMANNED SURFACE (WATER) VESSEL	NEW	\$138,579.00	UNDER THE \$500,000 THRESHOLD
20	460002020	ELLISVILLE STATE SCHOOL	PERSONAL PHARMACY CARE LLC	OPEN PURCHASE ORDER	PHARAMACY SERVICES	NEW	\$6,000.00	UNDER THE \$500,000 THRESHOLD
21	460002042	ELLISVILLE STATE SCHOOL	BIMBO BAKERIES USA	OPEN PURCHASE ORDER	BAKERY PRODUCTS	NEW	\$8,000.00	UNDER THE \$500,000 THRESHOLD
22	8200052772	MSU	SWIFT STRAW	COMPETITIVE BID	PINE STRAW	NEW	\$60,000.00	UNDER THE \$500,000 THRESHOLD
23	8200052771	MS. DEPT. OF HEALTH	CANON U.S.A., INC.	COMPETITIVE PURCHASING AGREEMENT	COPIERS	MODIFICATION	\$26,000.00	UNDER THE \$500,000 THRESHOLD
24	8200052836	MSU	NEXAIR LLC	COMPETITIVE BID	MEDICAL GASES	NEW	\$60,000.00	UNDER THE \$500,000 THRESHOLD
25	8200051725	MDOT	OZARK MATERIALS, LLC	COMPETITIVE RFX	THEROPLASTICS	MODIFICATION	\$400,000.00	UNDER THE \$500,000 THRESHOLD
26	8200051724	MDOT	ENNIS-FLINT INC	COMPETITIVE RFX	HIGH BUILD TRAFFICE PAINT	MODIFICATION	\$350,000.00	UNDER THE \$500,000 THRESHOLD
27	8200046295	DEPARTMENT OF AGRICULTURE & COMMERCE	CANON USA, INC	COMPETITIVE PURCHASING AGREEMENT	COPIER LEASE AGREEMENT	MODIFICATION	\$22,044.00	UNDER THE \$500,000 THRESHOLD
28	8800007251	ELLISVILLE STATE SCHOOL	US FOOD SERVICE DALLAS	OPEN PURCHASE ORDER	MISC. KITCHEN SUPPLIES	MODIFICATION	\$15,000.00	UNDER THE \$500,000 THRESHOLD

**PUBLIC PROCUREMENT REVIEW BOARD  
OPTFM STAFF APPROVALS  
JULY 1, 2020-JULY 27, 2020**

29	4600002040	ELLISVILLE STATE SCHOOL	US FOOD SERVICE DALLAS	OPEN PURCHASE ORDER	MISC. KITCHEN SUPPLIES	NEW	\$30,000.00	UNDER THE \$500,000 THRESHOLD
30	8200043309	STATE OF MS ATTORNEY GENERAL	RJ YOUNG	COMPETITIVE PURCHASING AGREEMENT	COPIERS	MODIFICATION	\$9,032.00	UNDER THE \$500,000 THRESHOLD
31	8200045822	STATE OF MS ATTORNEY GENERAL	RJ YOUNG	COMPETITIVE PURCHASING AGREEMENT	COPIERS	MODIFICATION	\$9,004.00	UNDER THE \$500,000 THRESHOLD
32	8200045808	STATE OF MS ATTORNEY GENERAL	RJ YOUNG	COMPETITIVE PURCHASING AGREEMENT	COPIERS	MODIFICATION	\$14,208.00	UNDER THE \$500,000 THRESHOLD
33	8200045806	STATE OF MS ATTORNEY GENERAL	RJ YOUNG	COMPETITIVE PURCHASING AGREEMENT	COPIERS	MODIFICATION	\$14,084.00	UNDER THE \$500,000 THRESHOLD
34	8200045805	STATE OF MS ATTORNEY GENERAL	RJ YOUNG	COMPETITIVE PURCHASING AGREEMENT	COPIERS	MODIFICATION	\$17,360.00	UNDER THE \$500,000 THRESHOLD
35	8200045804	STATE OF MS ATTORNEY GENERAL	RJ YOUNG	COMPETITIVE PURCHASING AGREEMENT	COPIERS	MODIFICATION	\$12,208.00	UNDER THE \$500,000 THRESHOLD
36	8200043333	STATE OF MS ATTORNEY GENERAL	RJ YOUNG	COMPETITIVE PURCHASING AGREEMENT	COPIERS	MODIFICATION	\$6,429.00	UNDER THE \$500,000 THRESHOLD
37	8200043332	STATE OF MS ATTORNEY GENERAL	RJ YOUNG	COMPETITIVE PURCHASING AGREEMENT	COPIERS	MODIFICATION	\$12,936.00	UNDER THE \$500,000 THRESHOLD
38	8200043325	STATE OF MS ATTORNEY GENERAL	RJ YOUNG	COMPETITIVE PURCHASING AGREEMENT	COPIERS	MODIFICATION	\$8,157.00	UNDER THE \$500,000 THRESHOLD



# **Attachment B**

**OPTFM**

**Sole Source Approvals**

**PUBLIC PROCUREMENT REVIEW BOARD  
OPTFM SOLE SOURCE APPROVALS CALENDAR YEAR 2020**

(P-1) CONTRACT #	AGENCY	VENDOR	REQUEST TYPE	COMMODITY	AMOUNT	DATE RECEIVED	ACTION	SOLE SOURCE JUSTIFICATION	AUTHORITY
1	UNIVERSITY OF MS	WATERS TECHNOLOGIES CORPORATION	SOLE SOURCE	XEVO TQ-S MASS SPEC DETECTOR FOR RESEARCH PURPOSES	\$151,612.24	12/18/19	NEW	FROM SSD FORM; COMPATIBILITY, THE DETECTOR HAS TO BE COMPATIBLE WITH THE WATERS MASSLYNX SOFTWARE WHICH CONTROLS BOTH THE UPLC AS WELL AS THE DETECTOR. IT IS STATED THAT THIS EQUIPMENT IS NEEDED FOR RESEARCH PURPOSES.	UNDER \$500,000.00 THRESHOLD
2	UMMC	COMPASS MEDICAL TECHNOLOGIES, INC	SOLE SOURCE	TSA 2 THERMOSENSORY STIMULATOR; ALGOMED COMPUTERIZED ALGOMETRY SYSTEM	\$37,450.00	12/20/19	NEW	FROM P1 SHORT CONTRACT DESCRIPTION, NOTES; IT IS ALSO THE ONLY THERMOSENSORY STIMULATOR THAT OFFERS FDA CLEARANCE AND CSA SAFETY CERTIFICATION THAT IS NEEDED FOR THEIR RESEARCH PURPOSES	UNDER \$500,000.00 THRESHOLD
3	UNIVERSITY OF MS	RIGAKU AMERICAS CORPORATION	SOLE SOURCE	XTALAB SYNERGY-S DIFFRACTION SYSTEM (DUAL MICRO-FOCUS SOURCE)	\$384,252.00	12/20/19	NEW	FROM SSD FORM; THIS IS THE ONLY INSTRUMENT THAT HAS AN INTEGRATED HPC DETECTOR AND THIS IS NEEDED TO MEET THEIR RESEARCH GOALS.	UNDER \$500,000.00 THRESHOLD
4	UMMC	DATA SCIENCES INTERNATIONAL, INC.	SOLE SOURCE	SMALL RODENT MONITORING DEVICE WITH UPDATED INTERFACE AND SOFTWARE	\$18,835.87	12/27/19	NEW	FROM P1 SHORT CONTRACT DESCRIPTION, NOTES; COMPATIBILITY: PURCHASE OF THIS UPGRADED SYSTEM AND COMPONENTS WILL ALLOW COMPATIBILITY WITH CURRENT TELEMETRY DEVICES.	UNDER \$500,000.00 THRESHOLD
5	UNIVERSITY OF SOUTHERN MS	KEYSIGHT TECHNOLOGIES INC.	SOLE SOURCE	N9020B MXA SIGNAL ANALYZER	\$53,679.35	1/6/20	NEW	FROM SSD FORM; THIS SYSTEM IS FOR RESEARCH IN ORDER TO TEST THE NOISE SIGNALS FROM OUR ORGANIC INFRARED PHOTODIODES AND PHOTOCOCONDUCTORS. THIS INSTRUMENT IS THE ONLY ONE COMPATIBLE WITH OUR EXISTING TESTING SYSTEMS AND SOFTWARE.	UNDER \$500,000.00 THRESHOLD

**PUBLIC PROCUREMENT REVIEW BOARD  
OPTEM SOLE SOURCE APPROVALS CALENDAR YEAR 2020**

6	8800007084	MS STATE DEPARTMENT OF HEALTH	BIOLYTICAL LABORATORIES, INC.	SOLE SOURCE	RAPID HIV TEST KITS AND CONTROLS	\$199,952.00	12/30/19	NEW	<p>THE SIXTY (60) SECONDS HIV TEST OFFERS USERS OPPORTUNITY TO INTEGRATE ROUTINE, PROVIDER-INITIATED, OPT-OUT HIV TESTING INTO MEDICAL SCREENINGS IN ALL HEALTHCARE SETTINGS. FURTHER, IT FACILITATES THE TESTING EXPERIENCE FOR PATIENTS, ENABLING BROADER ACCEPTANCE FOR HIV TESTING WHEN OFFERED EQUALLY, THIS TEST PROVIDES THE CHANGE FOR IMMEDIATE LINKAGE TO CARE FOR HIV-INFECTED INDIVIDUALS, AND OPTIMIZES CLINICAL RESOURCES AVAILABLE. CURRENTLY, THIS TEST IS THE MOST SENSITIVE RAPID HIV TEST IN MARKET TO PROVIDE BEST EARLY DETECTION CAPABILITIES FOR CLIA WAIVED BLOOD BASED RAPID HIV TESTS. BIOLYTICAL LABORATORIES IS THE SOLE MANUFACTURER AND DISTRIBUTOR OF INST/ HIV-1/HIV-2 KITS.</p>	UNDER \$500,000.00 THRESHOLD
7	8800007108	MSU	DYNAMIC SYSTEMS INC.	SOLE SOURCE	DSI GLEEBLE HOT TORSION MCU- HOT TORSION MOBILE CONVERSION UNIT	\$234,713.13	1/7/20	NEW	<p>COMPATIBILITY WITH MSU'S EXISTING DSI GLEEBLE 3500 AND TWO OTHER MOBILE CONVERSION UNITS</p>	UNDER \$500,000.00 THRESHOLD
8	8800006731	MSU	BABEL STREET INC.	SOLE SOURCE	BABEL STREET® WEB-BASED APPLICATION, BABEL X®, AND BABEL BOX®, OR BLENDED ONSITE EXPLOITATION ANALYTICAL SOFTWARE.	\$5,735,769.00	12/5/19	MODIFICATION	<p>FROM SSD LETTER; THERE IS NO OTHER VENDOR FROM WHICH WE CAN OBTAIN BABEL STREET PRODUCTS AND OUR CONTRACT AWARD FROM THE U.S. GOVERNMENT INCLUDES THE USE OF BABEL STREET'S PRODUCTS BY NAME.</p>	OVER \$500,000.00 THRESHOLD
9	8800007094	MSU	SIGMA LABS INC.	SOLE SOURCE	MELT POOL ANALYTICS SYSTEM, PRINTRITE3D.	\$87,000.00	1/8/20	NEW	<p>COMPATIBILITY WITH MSU'S EXISTING SIGMA RESEARCH SYSTEM AND UNIT SENSORS.</p>	UNDER \$500,000.00 THRESHOLD

**PUBLIC PROCUREMENT REVIEW BOARD  
OPTFM SOLE SOURCE APPROVALS CALENDAR YEAR 2020**

10	8800007097	MSU	BORGWARNER INC.	SOLE SOURCE	CASCADIA MOTION SS-250-090-SOM SINGLE STACK MOTOR WITH OIL PUMP, HEAT EXCHANGER, AND SUMP	\$13,125.00	1/9/20	NEW	THE ECOCAR COMPETITION COMMITTEES REQUIRED OPTIONS FOR COMPETITION LIMITS THE TYPES OF MOTORS THAT CAN BE PURCHASED AND THIS MOTOR IS THE ONLY ONE ON THE LIST THAT IS COMPATIBLE AND WILL FIT INTO THEIR 2019 BLAZER.	UNDER \$500,000.00 THRESHOLD
11	8800007124	MSU	CLEARPATH ROBOTICS INC.	SOLE SOURCE	AMPHIBIOUS UNMANNED GROUND VEHICLE (PART # 013242) AND WARTHOG - LIFEPO4 BATTERY PACK (PART # 042000)	\$77,600.00	1/14/20	NEW	COMPATIBILITY WITH MSU'S EXISTING OPEN SOURCE ROBOT OPERATING SYSTEM AND IT IS THE ONLY AVAILABLE PLATFORM THAT HAS THE FEATURES NECESSARY FOR THEIR RESEARCH ACTIVITIES.	UNDER \$500,000.00 THRESHOLD
12	8800007120	MS DEPT OF PUBLIC SAFETY	BODE CELLMARK FORENSICS, INC	SOLE SOURCE	ARCHIVAL CASSETTES	\$12,200.00	1/15/20	MODIFICATION	COMPATABILITY	UNDER \$500,000.00 THRESHOLD
13	8800007130	MS DEPT OF PUBLIC SAFETY	RANDEX LABORATORIES-US LTD	SOLE SOURCE	DRUG TESTING KITS	\$294,000.00	1/16/20	NEW	COMPATABILITY	UNDER \$500,000.00 THRESHOLD
14	8800007141	UNIVERSITY OF MS	BIOPAC SYSTEMS INC.	SOLE SOURCE	MP160 SYSTEM WITH ACCKNOWLEDGE SOFTWARE AND BIONOMADIX SYSTEMS AS WELL AS AMPLIFIERS, SENSORS, AND ACCESSORY ITEMS	\$22,834.50	1/21/20	NEW	FROM SSD FORM; BIOPAC IS THE ONLY COMPANY WITH MODULAR MRI-COMPATIBLE AMPLIFIERS. THEY ARE THE ONLY COMPANY WHO CAN PROVIDE A 400KHZ AGGREGATE SAMPLE RATE	UNDER \$500,000.00 THRESHOLD
15	8800007142	UNIVERSITY OF MS	BIOPAC SYSTEMS INC.	SOLE SOURCE	BIOPAC MP160 W/ACCKNOWLEDGE & NONINVASIVE BP MODULE AND ACCESSORIES	\$32,458.50	1/21/20	NEW	FROM SSD FORM; COMPATIBILITY WITH EXISTING DATA BEING BROUGHT FROM OUR RESEARCHER'S PRIOR INSTITUTION AND WITH A COLLABORATOR AT THE UNIVERSITY OF MAINE	UNDER \$500,000.00 THRESHOLD



**PUBLIC PROCUREMENT REVIEW BOARD  
OPTEM SOLE SOURCE APPROVALS CALENDAR YEAR 2020**

16	88000006783	UMMC	10X GENOMICS INC.	SOLE SOURCE	CHROMIUM CONTROLLER AND ACCESSORY KIT	Original: \$69,517.00, Revised: \$88,957.00	Original: 5/20/2019, Revised: 1/24/20	MODIFICATION	FROM F1 SHORT CONTRACT DESCRIPTION, NOTES; COMPATIBILITY WITH EXISTING HIGH THROUGHPUT SEQUENCING SYSTEMS (ILLUMINA NEXTSEQ).	UNDER \$500,000.00 THRESHOLD
17	8200049890	UNIVERSITY OF SOUTHERN MS	NETZSCH INSTRUMENTS NORTH AMERICA	SOLE SOURCE	LFA 467 HYPERFLASH INSTRUMENT FOR THE MEASUREMENTS OF THERMAL CONDUCTIVITY, HEAT DIFFUSIVITY AND SPECIFIC HEAT ANALYSIS OF POLYMERIC MATERIALS AND POLYMER BASED COMPOSITES.	\$69,960.00	1/31/20	NEW	FROM SSD FORM; THE LFA 467 HYPERFLASH IS THE ONLY POLYMER PENETRATION TESTING SYSTEM AVAILABLE THAT CAN MEET THE RESEARCH GOALS OF THE UNIVERSITY AND THE RESEARCH GOALS OF THE U.S. ARMY ENGINEER AND RESEARCH DEVELOPMENT CENTER (ERDC)	UNDER \$500,000.00 THRESHOLD

PUBLIC PROCUREMENT REVIEW BOARD  
OPTFM SOLE SOURCE APPROVALS CALENDAR YEAR 2020

18	8800007139	MS STATE DEPARTMENT OF HEALTH	BECTON, DICKINSON AND COMPANY	SOLE SOURCE	REAGENTS AND SUPPLISE FOR BECTON DICKINSONBACTEC MGIT 960 AUTOMATED SYSTEM KIT	\$91,261.45	2/4/20	NEW	<p>FUTURE NOTE: ENSURE THE DUE DATE FOR COMMENTS AND OBJECTIONS IS THE SAME DATE AND TIME AS ADVERTISED IN THE NEWSPAPER, AS SELECTED ON THE RFX AND AS LISTED ON THE SOLE SOURCE DETERMINATION FORM. THE MISSISSIPPI PUBLIC HEALTH LABORATORY (MPHL) CURRENTLY USES THE BECTON DICKINSON (BD) BACTEC MGIT 960 AUTOMATED SYSTEM, A FOOD AND DRUG ADMINISTRATION (FDA) APPROVED TEST SYSTEM, SPECIALLY DESIGNED FOR THE RAPID GROWTH AND PROPAGATION OF MYCOBACTERIA THROUGH A REAGENT RENTAL AGREEMENT. THE MGIT PRODUCTS LISTED ARE MANUFACTURED AND DISTRIBUTED BY BD. THESE REAGENTS ARE COMPONENTS OF THE FDA APPROVED TEST SYSTEM AND MUST BE USED AS PART OF THE TESTING PROCESS. THE TESTING OF SPECIMENS MUST BE PERFORMED IN ACCORDANCE TO THE BACTEC MGIT 960 PACKAGE INSERT TO REMAIN IN COMPLIANCE WITH THE CLINICAL LABORATORY IMPROVEMENT AMENDMENTS (CLIA). NO OTHER REAGENTS MAY BE SUBSTITUTED TO USE WITH THE BACTEC MGIT 960 INSTRUMENT. THE REAGENTS FOR THE BACTEC MGIT 960 INSTRUMENT ARE MANUFACTURED ONLY BY BECTON DICKINSON (BD). BD DISTRIBUTES DIRECTLY TO PUBLIC HEALTH LABORATORIES. BD IS THE SOLE</p> <p>UNDER \$500,000.00 THRESHOLD</p>
----	------------	-------------------------------	-------------------------------	-------------	--	-------------	--------	-----	---

**PUBLIC PROCUREMENT REVIEW BOARD  
OPTFM SOLE SOURCE APPROVALS CALENDAR YEAR 2020**

19	8800007135	MS STATE DEPARTMENT OF HEALTH	HOLOGIC, INC.	SOLE SOURCE	REAGENTS FOR THE APTIMA HIV-1 QUANT ASSAY TESTING KIT F	\$17,500.00	2/4/20	NEW	<p><b>FUTURE NOTE: THE OSS FORM WAS NOT ATTACHED TO THE RFX (RFIN). ENSURE THE OSS FORM IS ATTACHED TO THE RFX FOR THE VENDOR TO OBJECT IF THEY SO DESIRE. THE MISSISSIPPI PUBLIC HEALTH LABORATORY (MPHL) CURRENTLY POSSESS A HOLOGIC PANTHER TEST SYSTEM VIA A COMPETITIVE SEALED BID PROCESS AND CURRENTLY PERFORMS THE APTIMA NUCLEIC ACID AMPLIFICATION TEST (NAAT) TO DETECT CHLAMYDIA AND GONORRHEA. THE PANTHER SYSTEM IS FDA APPROVED TO RUN THE APTIMA HIV-1 QUANT ASSAY ON HUMAN PATIENTS AND THE MPHL PLANS TO VALIDATE THE ASSAY AND ADD IT TO ITS TEST MENU. THE REAGENTS FOR THE APTIMA HIV-1 QUANT ASSAY IS THE ONLY KIT APPROVED FOR USE ON THE PANTHER SYSTEM TO QUANTITATE HIV-1 RNA. IN ACCORDANCE WITH THE CLINICAL LABORATORY IMPROVEMENT AMENDMENTS OF 1988 (CLIA'88) FDA APPROVED ASSAYS MUST BE PERFORMED AS INDICATED ON THE MANUFACTURERS TEST PACKAGE INSERT WITHOUT DEVIATIONS. THE REAGENTS FOR THE APTIMA HIV-1 QUANT ASSAY ARE MANUFACTURED ONLY HOLOGIC. HOLOGIC DOES NOT USE DISTRIBUTORS IN THE CLINICAL MARKET AND SALES DIRECTLY TO LABORATORIES. HOLOGIC IS THE SOLE MANUFACTURER AND SOLE VENDOR OF THESE PRODUCTS AND SELLS DIRECTLY TO LABORATORIES. NO OTHER TEST REAGENTS ARE FDA APPROVED TO PERFORM APTIMA HIV-1 QUANT ASSAY ON</b></p> <p>UNDER \$500,000.00 THRESHOLD</p>
----	------------	-------------------------------	---------------	-------------	---	-------------	--------	-----	--

PUBLIC PROCUREMENT REVIEW BOARD  
OPTFM SOLE SOURCE APPROVALS CALENDAR YEAR 2020

20	8800007134	MS STATE DEPARTMENT OF HEALTH	CEPHEID	SOLE SOURCE	MRB_RIF_NAAT TEST KITS	\$89,833.06	2/4/20	NEW	<p>(1) FUTURE NOTE: (A) THE OSS FORM WAS NOT ATTACHED TO THE RFX (RFIN). ENSURE THE OSS FORM IS ATTACHED TO THE RFIN FOR THE VENDOR TO OBJECT IF THEY SO DESIRE. (B) SEVERAL OF THE AGENCIES SOLE SOURCE SUBMISSION DATE AND TIME FOR OBJECTIONS AND COMMENTS ARE THE SAME. OPTFM RECOMMENDS THAT THE AGENCY DO NOT LIST THE SAME DATE AND TIME FOR SUBMISSION OF COMMENTS. THE SUBMISSION DATE AND TIME SHOULD BE SEPARATE FOR EACH SOLE SOURCE SOLICITATION. THE MISSISSIPPI PUBLIC HEALTH LABORATORY (MPHL) CURRENTLY POSSESSES A CEPHEID GENEXPERT SYSTEM AND PERFORMS THE M. TUBERCULOSIS/RIFAMPIN NUCLEIC ACID AMPLIFICATION TEST (MTB/RIF NAAAT) ON THIS PLAT FORM. THE MPHL WOULD LIKE TO PURCHASE TEST KITS THAT ARE FDA APPROVED TO PERFORM MTB-RIF NAAAT TESTING ON HUMAN PATIENTS USING THE CEPHEID GENEXPERT SYSTEM. THE MTB/RIF NAAAT IS USED TO TEST RESPIRATORY SPECIMENS FOR TUBERCULOSIS AND RIFAMPIN DRUG RESISTANCE DIRECTLY FROM A CLINICAL SPECIMEN. THE TEST IS USED BY CLINICIANS TO HELP DETERMINE TREATMENT OPTIONS FOR PATIENTS EXPOSED TO TUBERCULOSIS. THE KIT FOR THE GENEXPERT MTB/RIF NAAAT IS THE GENEXPERT SYSTEM IN ACCORDANCE WITH THE CLINICAL LABORATORY</p> <p>UNDER \$500,000.00 THRESHOLD</p>
21	8800007153	UNIVERSITY OF SOUTHERN MS	SEQUOIA SCIENTIFIC INC.	SOLE SOURCE	LIST-VSF, MULTI-ANGLE POLARIZED LIGHT SCATTERING METER.	\$118,750.00	2/10/20	NEW	<p>FROM SSD FORM; THE INSTRUMENT IS THE FIRST AND ONLY COMMERCIALY AVAILABLE INSTRUMENT THAT MEASURES THE SCATTERING OF WATER IN SITU VARIOUS ANGLES.</p> <p>UNDER \$500,000.00 THRESHOLD</p>

**PUBLIC PROCUREMENT REVIEW BOARD  
OPTEM SOLE SOURCE APPROVALS CALENDAR YEAR 2020**

22	8800007180	UMMC	NOLDUS INFORMATION TECHNOLOGY, INC.	SOLE SOURCE	CAMERA'S, RACK COMPONENTS AND VISO SOFTWARE UPGRADE	\$20,591.00	2/19/20	NEW	FROM P1 HEADER SUPPLIER NOTES; COMPATIBILITY WITH EXISTING SOFTWARE AND COMPONENTS	UNDER \$500,000.00 THRESHOLD
23	8800007181	UMMC	MICROBRIGHTFIELD, INC.	SOLE SOURCE	HIGH RESOLUTION CAMERA, PC WORK STATION AND SOFTWARE UPGRADE	\$9,981.00	2/20/20	NEW	FROM P1 HEADER SUPPLIER NOTES; COMPATIBILITY WITH EXISTING SOFTWARE AND UNIVERSITY WIDE DATA SHARING UPGRADE	UNDER \$500,000.00 THRESHOLD
24	8800007185	MS DEPT FINANCE & ADMINISTRATIO N	LEE AEROSPACE, INC.	SOLE SOURCE	AIRPLANE WINDOWS	\$28,045.00	2/24/20	NEW	N/A	UNDER \$500,000.00 THRESHOLD
25	8800007183	UMMC	HEIDELBERG ENGINEERING.	SOLE SOURCE	SPECTRALIS-HP Z4C4 OCT CAMERA, WINDOWS 10 COMPUTER AND SOFTWARE	-\$9,990.00	2/20/20	NEW	FROM P1 HEADER SUPPLIER NOTES; COMPATIBILITY WITH EXISTING OCT IMAGING SYSTEMS AND SOFTWARE	UNDER \$500,000.00 THRESHOLD

PUBLIC PROCUREMENT REVIEW BOARD  
OPTFM SOLE SOURCE APPROVALS CALENDAR YEAR 2020

26	8800007136	MS STATE DEPARTMENT OF HEALTH	QIAGEN, INC.	SOLE SOURCE	FDA REAGENTS FOR IGRA TESTING	\$272,242.00	2/21/20	NEW	<p>(1) FUTURE NOTE: The start date should not be the date the agency created the P-1. It should be the date stated in the specifications, the date of the PPRB meeting (if applicable), or the date the P-1 is submitted to OPTFM for approval or a later date. The Mississippi Public Health Laboratory (MPHL) currently performs the QuantiferON-TB Gold Plus (QFT Plus) test in its laboratory to aid in the detection of M. tuberculosis infection from blood on human patients using the Qiagen DS2 and DSX instruments. . QFT is an interferon gamma (IFN-gamma) release assay (IGRA) which measures the cell-mediated response to specific TB antigens in whole blood. QFT is a modern alternative to the 110 year old tuberculin skin test (or Mantoux test) and is highly accurate and unaffected by Bacillus Calmette-Guérin (BCG) vaccination (2-4). Patients may be tested in a single patient visit, with objective results, eliminating the need for two-step testing that is required by the tuberculin skin test. All reagents and quality control products must be FDA approved for testing on human patients. The Qiagen QFT is the only FDA approved IGRA test to detect M. tuberculosis infection from blood that is available for purchase by the MPHL and that can be performed in-house. The reagents for the QuantiferON-TB Gold are manufactured only by Qiagen. Qiagen does not use distributors in the clinical market and sales directly to laboratories.</p> <p>UNDER \$500,000.00 THRESHOLD</p>
27	8800007184	MSU	US GOVERNMENT PRINTING OFFICE	SOLE SOURCE	AN ILLUSTRATED BOOKLET FOR YOUTH EDUCATION CONCERNING TREES AS NATURAL AND RENEWABLE RESOURCES. "WHY WOULD ANYONE CUT A TREE DOWN?"	\$32,000.00	2/21/20	NEW	<p>THIS IS THE ONLY PUBLICATION THAT CAN MEET THEIR EDUCATIONAL NEEDS</p> <p>UNDER \$500,000.00 THRESHOLD</p>

**PUBLIC PROCUREMENT REVIEW BOARD  
OPTFM SOLE SOURCE APPROVALS CALENDAR YEAR 2020**

28	8800007137	MS STATE HEALTH DEPARTMENT	INBOIS INTERNATIONAL, INC.	SOLE SOURCE	INBOIS DETECT IGM ELISA TEST KITS	\$54,490.00	3/2/20	NEW	The Mississippi Public Health Laboratory (MPHL) currently uses the Inbios Detect IgM ELISA test to perform serological testing for West Nile and Dengue Fever. These kits are FDA cleared for use on human patients. Detect IgM ELISA is FDA approved. The MPHL would like to purchase sufficient test kits to meet the current demand for testing and respond to future demands for active mosquito transmission of the Zika virus. Inbios is the sole manufacturer and distributor of these test kits. The test kits for the Zika, West Nile, ChikV and Dengue Detect IgM Capture ELISA are manufactured only by Inbios. Inbios does not use distributors in the clinical market and sales directly to laboratories.	UNDER \$500,000.00 THRESHOLD
29	8800006865	MS STATE HEALTH DEPARTMENT	BIOFIRE DIAGNOSTICS, LLC	SOLE SOURCE	TEST KITS FOR BIOFIRE FILM ARRAY SYSTEM	\$69,420.00	3/2/20	NEW	The Mississippi Public Health Laboratory (MPHL) currently uses the Biofire FilmArray@system 2.0, a CE- marked and US Food and Drug Administration (FDA)-cleared multiplex, PCR molecular biology system. The system is easy to use, accurate and rapid and uses various clinical test kits that are FDA cleared for use with the system. The commodities to be purchased include the GI, Meningitis Encephalitis (ME) and Respiratory panels. Test kits approved for the Biofire Filmarray system are only available through Biofire Diagnostics, LLC. Biofire Diagnostics, LLC is the sole manufacturer and distributor of the Biofire Filmarray system test kits and sells directly to laboratories.	UNDER \$500,000.00 THRESHOLD
30	8800007191	MISSISSIPPI STATE UNIVERSITY	DAP AMERICA, INC.	SOLE SOURCE PURCHASE	SPECIAL PUSHER NEEDLES SPECIFICALLY DESIGNED TO BE USED IN UP130 ROBOT.	\$8,771.50	3/3/20	NEW	Approved 3/6/2020 Sole Source Justification attached. From SSD Form: The Special Pusher Needles are specifically made for the UP130 robot, no other needle is designed to fit the robot.	UNDER \$500,000.00 THRESHOLD
31	8800007192	MISSISSIPPI STATE UNIVERSITY	REDONDO OPTICS INC	SOLE SOURCE PURCHASE	FOUR CHANNEL ACOUSTIC EMISSION INTERROGATOR	\$15,500.00	3/3/20	NEW	Approved 3/6/2020 Sole Source Justification attached. From SSD Form: The technology is Patented.	UNDER \$500,000.00 THRESHOLD

**PUBLIC PROCUREMENT REVIEW BOARD  
OPTFM SOLE SOURCE APPROVALS CALENDAR YEAR 2020**

32	8800007195	MISSISSIPPI STATE UNIVERSITY	CELLULAR TRACKING TECHNOLOGIES, LLC	SOLE SOURCE PURCHASE	GSM TRANSMITTER WITH GPS AND ACCELEROMETER	\$21,510.00	3/5/20	NEW	Approved 3/6/2020 Sole Source Justification attached. From SSD Form: The only company that provides transmitters small enough to fit on birds with data delivery at the frequency	UNDER \$500,000.00 THRESHOLD
33	8800007200	MS DEPT OF ENVIRONMENTAL QUALITY	ESC AGILAIRE LLC	SOLE SOURCE	DATA LOGGERS	\$27,630.00	3/6/20	NEW	YES	UNDER \$500,000.00 THRESHOLD
34	8800007222	UNIVERSITY OF SOUTHERN MS	RBR LTD	SOLE SOURCE	SEA FLOOR PRESSURE TIDE GAUGE THAT INCLUDES CALIBRATION AND WARRANTY	\$24,771.85	3/11/20	NEW	FROM SSD FORM; THIS IS THE ONLY PRESSURE SENSOR AVAILABLE THAT CAN MEET THE RESEARCH GOALS OF THE UNIVERSITY OF SOUTHERN MISSISSIPPI AND THE RESEARCH GOALS OF THE INTERNATIONAL HYDROGRAPHIC ORGANIZATION AND THE US NATIONAL OCEANOGRAPHIC AND ATMOSPHERIC ADMINISTRATION (NOAA).	UNDER \$500,000.00 THRESHOLD
35	8800007229	MSU	NAVAMAR APPLIED SCIENCES CORPORATION	SOLE SOURCE	PORTABLE OPERATIONS CENTER GROUND CONTROL STATION FOR THE TIGER SHARK UAV	\$239,291.27	3/24/20	NEW	COMPATIBILITY WITH MSU'S EXISTING TIGER SHARK UAV AND IT IS THE ONLY AVAILABLE PLATFORM THAT HAS THE FEATURES NECESSARY FOR THEIR RESEARCH ACTIVITIES.	UNDER \$500,000.00 THRESHOLD
36	8800007230	MSU	DAC WORLDWIDE	SOLE SOURCE	ITEMS FOR A NEW LAB CLASSROOM AT THEIR GULF COAST CAMPUS; SEE BELOW MS150-3 COMPLETE MODULAR SERVO SYSTEM (QTY. 2) 33-005-PCI DIGITAL PENDULUM SYSTEM (QTY. 1) 33-936-SW MATLAB MODELS FOR DIGITAL PENDULUM SYSTEM (QTY. 1)	\$165,974.00	3/24/20	NEW	THE LAB AND ITEMS IN THE LAB AT THE GULF COAST CAMPUS MUST BE IDENTICAL TO THEIR STARKVILLE CAMPUS FOR ACCREDITATION PURPOSES	UNDER \$500,000.00 THRESHOLD



**PUBLIC PROCUREMENT REVIEW BOARD  
OPTEM SOLE SOURCE APPROVALS CALENDAR YEAR 2020**

37	8800007226	UMMC	DATA SCIENCES INTERNATIONAL, INC.	SOLE SOURCE	IMPLANTABLE TELEMETRIC PHYSIOLOGIC MONITORING DEVICES AND ALL RELATED ACCESSORIES	\$100,000.00	3/27/20	NEW	FROM P1 HEADER SUPPLIER NOTES: COMPATIBILITY EXISTING EQUIPMENT AND SOFTWARE THAT UMMC CURRENTLY UTILIZES FOR THE PHYSIOLOGICAL MONITORING OF VARIOUS SPECIES.	UNDER \$500,000.00 THRESHOLD
38	8800007232	MSU	FLIR COMMERCIAL SYSTEMS	SOLE SOURCE	FLIR RS6700 - RANGE & SCIENTIFIC INFRARED (IR) CAMERA	\$121,600.00	3/31/20	NEW	COMPATIBILITY WITH MSU'S EXISTING MATLAB SOFTWARE AND IT IS THE ONLY CAMERA THAT CAN MEET THEIR LONG RANGE SYSTEM NEEDS	UNDER \$500,000.00 THRESHOLD
39	8800007233	UNIVERSITY OF SOUTHERN MS	SEAHORSE GEOMATICS INC	SOLE SOURCE	PORTUS POLE, CARBON FIBER MOUNTING POLE FOR OVER-THE-SIDE NORBIT MULTIBEAM SONAR OPERATIONS	\$9,000.00	4/1/20	NEW	COMPATIBILITY WITH THEIR EXISTING HYDROGRAPHIC SCIENCE RESEARCH CENTERS (HSRC) NORBIT MULTIBEAM SONAR	UNDER \$500,000.00 THRESHOLD
40	8800007215	MSU	ULTRA ELECTRONICS	SOLE SOURCE	PROTOTYPE ELECTRONIC ICE PROTECTION CONTROLLER FOR MSU'S TIGER SHARK RESEARCH PROJECT	\$151,240.00	4/7/20	NEW	NO OBJECTIONS FOLLOWING SOLE SOURCE REGS FOR ONLY ITEM AVAILABLE.	UNDER \$500,000.00 THRESHOLD
41	8800007234	USM	BUNKER NANO	SOLE SOURCE	STAGE HEATER FOR MEASURING MORPHOLOGY OF POLYMER FILMS IN RESEARCH PROJECTS	\$33,000.00	4/8/20	NEW	NO OBJECTIONS FOLLOWING SOLE SOURCE REGS FOR ONLY ITEM AVAILABLE.	UNDER \$500,000.00 THRESHOLD

**PUBLIC PROCUREMENT REVIEW BOARD  
OPTFM SOLE SOURCE APPROVALS CALENDAR YEAR 2020**

42	8800007320	MS DEPT OF PUBLIC SAFETY	LIFE TECHNOLOGIES CORPORATION	SOLE SOURCE	DNA TESTING KITS	\$497,000.00	6/20/20	NEW	COMPATABILITY	UNDER \$500,000.00 THRESHOLD
43	8800007330	UMMC	BIO-RAD LABORATORIES	SOLE SOURCE	BIO-PLEX HUMAN CYTOKINE 15-PLEX ASSAY SETS AND ALL ANCILLARY REAGENTS	\$49,434.00	6/22/20	NEW	COMPATIBILITY WITH EXISTING BIO-RAD EQUIPMENT AND SOFTWARE	UNDER \$500,000.00 THRESHOLD
44	8800007330	UMMC	BIO-RAD LABORATORIES	SOLE SOURCE	BIO-PLEX HUMAN CYTOKINE 15-PLEX ASSAY SETS AND ALL ANCILLARY REAGENTS	\$230,000.00	6/26/20	MODIFICATION	COMPATIBILITY WITH EXISTING BIO-RAD EQUIPMENT AND SOFTWARE. UMMC IS ONE OF 21 SITES CONDUCTING A COVID CLINICAL TRIAL AND MUST USE THESE ASSAY SETS.	UNDER \$500,000.00 THRESHOLD
45	8800007332	MS DEPT OF PUBLIC SAFETY	QIAGEN INC	SOLE SOURCE	DNA TESTING KITS	\$432,000.00	6/26/20	NEW	N/A	UNDER \$500,000.00 THRESHOLD
46	8800007336	UNIVERSITY OF SOUTHERN MS	ADVANCED MECHANICAL TECHNOLOGY INC.	SOLE SOURCE	MOBIUS TREADMILL	\$128,900.00	6/30/20	NEW	FROM SSD FORM; IS THE ONLY TREADMILL FULLY COMPATIBLE WITH EXISTING QUALISYS TRACKING SYSTEM, MOTION CAPTURE CAMERA SYSTEM, EXISTING DAQ SYSTEMS AND EXISTING AMTI BP400600 FORCE PLATES. REQUIRED BY (DOD) FUNDED GRANT.	UNDER \$500,000.00 THRESHOLD
47	8800007370	MS. DEPT. OF HEALTH	IDEXX LABORATORIES INC	SOLE SOURCE	WATER TESTING KITS	\$203,898.50	7/15/20	NEW	ONLY ITEM THAT MEETS REQUIREMENTS OF FDA	UNDER THE \$500,000 THRESHOLD

PUBLIC PROCUREMENT REVIEW BOARD  
OPTFM SOLE SOURCE APPROVALS CALENDAR YEAR 2020

48	8800007381	UNIVERSITY OF MS	INTERDISCIPLINARY CONSULTING CORP	SOLE SOURCE	DIRECTSHEAR SENSOR HEAD CS-ACS AND DIRECTSHEAR SENSOR CONTROL UNIT	\$6,298.00	7/22/20	NEW	FROM SSD LETTER; OTHER VIABLE SHEAR STRESS MEASUREMENT METHODS WOULD NOT BE ADEQUATE FOR THE RESEARCH AND SPONSORED PROGRAM'S VALIDATION AND VERIFICATION REQUIREMENTS FOR VARIOUS SPONSORED RESEARCH PROJECTS FROM MULTIPLE GOVERNMENT AND INDUSTRY PARTNERS.	UNDER THE \$500,000 THRESHOLD
49	8800007391	MS. DEPT. OF HEALTH	BIO-RAD LABORATORIES INC	SOLE SOURCE	HIV TESTING KITS	\$62,328.00	7/23/20	NEW	SOLE MANUFACTURER & VENDOR (FDA REQUIREMENTS)	UNDER THE \$500,000 THRESHOLD
<b>SOLE SOURCE APPROVALS CALENDAR YEAR 2020 TOTAL:</b>						<b>\$10,495,450.22</b>				

# **Attachment C**

**OPTFM**

**Emergency Purchase Approvals**

**PUBLIC PROCUREMENT REVIEW BOARD  
OPTFM EMERGENCY PURCHASES CALENDAR YEAR 2020**

(P-1) Contract #	AGENCY	VENDOR	REQUEST TYPE	COMMODITY	AMOUNT	DATE RECEIVED	ACTION
1 8400001170	MVSU	CHAIN ELECTRIC CO.	EMERGENCY TYPE 1	EMERGENCY PURCHASE TO REPAIR DOWNED POWER LINES CAUSED BY A MVSU FACILITIES TRUCK. DRIVER WAS TRAPPED IN TRUCK.	\$9,111.11	1/15/2020	NEW
2 8400001171	MVSU	ROBINSON ELECTRIC CO. INC.	EMERGENCY TYPE 1	EMERGENCY PURCHASE TO REPAIR A MALFUNCTIONING TRANSFORMER THAT CONTROLLED THE SEWAGE PUMP STATION. REPAIR NEEDED IMMEDIATELY SO SEWAGE WOULD NOT BACK UP INTO VALLEY ANNEX.	\$8,146.69	1/15/2020	NEW
3 8400001172	MVSU	ROBINSON ELECTRIC CO. INC.	EMERGENCY TYPE 1	DUE TO ELECTRICAL DAMAGE TO THE FINE ARTS & BAND	\$80,000.00	1/22/2020	NEW
4 8400001173	MS STATE DEPARTMENT OF HEALTH	SANOPI PASTEUR, INC.	EMERGENCY	PEDIATRIC INFLUENZA VACCINE FOR CHIP	\$25,650.00	2/7/2020	NEW
5 8400001174	MS STATE DEPARTMENT OF HEALTH	GLAXOSMITHKLINE, LLC	EMERGENCY	PEDIATRIC INFLUENZA VACCINE FOR VFC PROGRAM	\$110,000.00	2/7/2020	NEW

**PUBLIC PROCUREMENT REVIEW BOARD  
OPTFM EMERGENCY PURCHASES CALENDAR YEAR 2020**

6	4400002381	MSDH	MERCK SHARP & DOHME CORP.	TYPE 1 EMERGENCY	HEP A VACCINE FOR CHILDREN	\$10,744.00	2/19/2020	NEW
7	8400001210	UNIVERSITY OF SOUTHERN MISSISSIPPI	PATTERSON PLUMBING & HEATING CO., INC.	EMERGENCY TYPE 1	EMERGENCY PURCHASE FOR REPAIRS & LABOR: HOT WATER LEAK; EVACUATED TO LOCATE LEAKING WATER LINE IN MIDDLE OF CAMPUS.	\$9,191.68	3/4/2020	NEW
8	4400002421	MS STATE DEPARTMENT OF HEALTH	ROCHE DIAGNOSTICS CORPORATION	EMERGENCY PURCHASE ORDER	MAGNA PURE ITEM FOR LAB	\$16,820.00	3/17/2020	NEW
9	4400002418	MS STATE DEPARTMENT OF HEALTH	BIO-RAD LABORATORIES	EMERGENCY PURCHASE ORDER	UNKNOWN	\$9,976.00	3/20/2020	NEW
10	4400002416	MS STATE DEPARTMENT OF HEALTH	LIFE TECHNOLOGIES CORPORATION	EMERGENCY PURCHASE ORDER	UNKNOWN	\$68,276.50	3/20/2020	NEW
11	4400002419	MS STATE DEPARTMENT OF HEALTH	LIFE TECHNOLOGIES CORPORATION	EMERGENCY PURCHASE ORDER	UNKNOWN	\$67,792.00	3/20/2020	NEW
12	8400001371	MSU	TERRY SERVICE INC.	TYPE 2 EMERGENCY PURCHASE	MSU SCHOOL OF VETERINARY MEDICINE	\$66,803.00	7/8/2020	NEW

**PUBLIC PROCUREMENT REVIEW BOARD  
OPTFM EMERGENCY PURCHASES CALENDAR YEAR 2020**

13	8400001361	UNIVERSITY OF SOUTHERN MS	HOWARD INDUSTRIES INC.	TYPE 2 EMERGENCY PURCHASE	TEMPERATURE DETECTION KIOSKS (26 TOTAL) TO BE USED BY THE UNIVERSITY OF SOUTHERN MISSISSIPPI AS IT PREPARES TO REOPEN DURING THE COVID-19 PANDEMIC.	\$124,514.00	7/7/2020	NEW
						<b>\$607,024.98</b>		

# **Attachment D**

**BOB**

**Staff Approvals**

July 10, 2020 – July 30, 2020



27-104-7 (2) *The Public Procurement Review Board shall have the following powers and responsibilities: . . . (b) Adopt regulations governing the approval of contracts let for the construction and maintenance of state buildings and other state facilities as well as related contracts for architectural and engineering services. . . .*

PPRB has set construction procedures requiring PPRB approval for (1) Professional Services and/or Planning Information when fees are over \$250,000.00; (2) Construction Contracts over \$5,000,000.00; (3) Furniture and Equipment Contracts over \$2,000,000.00; and (4) Change Orders over \$1,000,000 and/or over 25% of initial contract amount and/or when taking awards over \$5,000,000.00.

All other Standard Operating Procedures have been delegated to the Bureau of Building Director and/or DFA Deputy Executive Director, thereby creating the following list of Staff Approvals, per PPRB request to keep them informed.

**BoB-AD-80 - Bob Staff Approvals - GC** **PPRB - AUGUST 12, 2020**

from 1464 projects >	7/10/2020 through 7/30/2020	7/10/2020 through 7/30/2020	7/10/2020 through 7/30/2020	7/10/2020 through 7/30/2020	7/10/2020 through 7/30/2020	7/10/2020 through 7/30/2020	7/10/2020 through 7/30/2020	7/10/2020 through 7/30/2020	7/10/2020 through 7/30/2020	7/10/2020 through 7/30/2020	7/10/2020 through 7/30/2020	7/10/2020 through 7/30/2020	7/10/2020 through 7/30/2020
Submit Name	Project Name	Justification/Agency Name	Concept Scope	Bid Clarification	Low Base Bid	Sevens (7)	Quote Award Number	Company Name	Dr. Approval Date	Amount	Duration		
Bid Award - GC	209-061 Science Laboratory Improvements	Meridian Community College	Construction through warranty for the Ivy Hill Building located at Meridian Community College.		Yes	7	0 GC001	D&H Construction and Cabinetry, Inc.	7/17/2020	819,052.00	180 days		
Bid Award - GC	373-002 Tenant Improvements	State Service Center (Office of Capitol Facilities) (Department of Finance and Administration)	Planning through warranty phase to renovate spaces for MDOR and Audit.		Yes	7	0 GC002	B W Sullivan, Building Contractor, Inc.	7/23/2020	677,000.00	240 days		
Bid Award - GC	382-066 West Lot Improvements	Woodlark Building (Office of Capitol Facilities) (Department of Finance and Administration)	Demolition and abatement of existing structure			7	0 GC001	Construction Plus, LLC	7/22/2020	388,490.00	150 days		
Bid Award - GC	374-004 Tenant Improvements	Bolton Building (Office of Capitol Facilities) (Department of Finance and Administration)	Partial renovations to the 1st and 4th floors of the Bolton State Office Building in Boloxi to support various State Agencies, including: MS Secretary of State; MS Department of Marine Resources; MS Commissioner of Agriculture & Commerce; MS State Public Service Commission; and the MS State Board of Cosmetology). The scope also includes support spaces, including conference rooms, storage, and restrooms.		Yes	6	0 GC005	J. O. Collins Contractor, Inc.	7/16/2020	1,733,000.00	150 days		
Bid Award - GC	377-004 Interior Upgrades	Stennis Space Center (Office of Capitol Facilities) (Department of Finance and Administration)	Replace existing fire sprinkler system in rooms as indicated with a new pre-action type fire suppression system in accordance with the plans and specifications in zone 3	Both General Contractors had the same exact tasks. This Bid Award was decided by coin toss. Dixon Contracting Group won the toss. Please see professionals recommendation letter for complete details.	Yes	2	0 GC005	Dixon Contracting Group LLC	7/14/2020	436,000.00	30 days		
Quote Award - GC	354-050 Tenant Improvement-DMH	Robert E. Lee Building (Office of Capitol Facilities) (Department of Finance and Administration)	The fire alarm system upgrade for the 8th and 9th floors of REL DMH renovations.	Approved site source procurement April 15, 2020 subject to advertisement resulting in no objection. Note received by May 30th deadline.			1 GC002	Johnson Controls Fire Protection LP (Bids through the Office listed herein)	7/22/2020	20,860.00	SAF_Printed		
Bid Award - GC	400-036 System-Wide Roofing (DMH)	Department of Mental Health	Construction through warranty phase of re-roofing Administration, Resident and Maintenance buildings at South MS State Hospital.		Yes	6	0 GC002	Roswell Roofing, Inc.	7/22/2020	485,000.00	150 days		

Total: 4,803,937.35  
Count: 7

PPRB - August 12, 2020

PPRB 03: - BoB Staff Approvals - PP  
 1454 projects >  
 7-10-2020 through 7-30-2020

Project Name	Institution/Agency Name	Professional Scope of Work	Award Number	Company Name	Dr. Approval Date	Selection Method	Fee Complexity	Appx. Duration
354-050 Tenant Improvement-DMH	Robert E. Lee Building (Office of Capitol Facilities) (Department of Finance and Administration)	Fire Alarm upgrades to Robert E. Lee Building	PP002	Burris/Wagnon Architects, P.A.	7/13/2020	Professional appointed as a continuation of previous RFQ selection (Competitive RFx)	D+	18 mo

Count: 1

PPRB - 12 Aug 2020

BoB-AD-080 - BOB STAFF APPROVALS - F&E, ITS

from 1454 projects.> 7/10/2020 through 7/30/2020

Setup Name	Project Name	Institution/Agency Name	Contact Scope	Low Base Bid?	# Quote	Award Number	CP-1 #	State Contract #	Company Name	Dir Approval Date	Amount	Status
Quote Award - ITS	343-115 Fairgrounds Improvements - PH I	Fair Commission (Department of Agriculture and Commerce)	This equipment will provide wireless network connectivity in the new Treatment Building. This is a Bureau of Building project. ITS Board approval is not required. All prices verified against EPL 3760.		0	SC007	20210010		Next Step Group Inc	7/20/2020	97,370.00	SAF_Printed
Quote Award - FE	214-063 Math & Science Renovation	Pearl River Community College	Procurement, delivery and installation of Podiums for Pearl River Community College, 101 Hwy 11 N, Poplarville, Mississippi 39470. Lower of 2 quotes.	Yes	2	FE002			Office Innovations, Inc.	7/14/2020	10,400.00	SAF_Printed
Quote Award - FE	354-050 Tenant Improvement-DMH	Robert E. Lee Building (Office of Capitol Facilities) (Department of Finance and Administration)	Procurement, delivery and installation of Furniture for Robert E. Lee Building, 239 N. Lamar Street, Jackson, MS 39201. State Contract #8200051697.	Yes	1	FE001		8200051697	Office Innovations, Inc.	7/22/2020	18,767.40	SAF_Printed
Quote Award - ITS	374-006 MDMR Dry Lab	Bolton Building (Office of Capitol Facilities) (Department of Finance and Administration)	This communication cable will provide network connectivity to the Mississippi Department of Marine Resources - Dry Lab in the Bolton Building.		0	SC001	20200539		Scientific Network Solutions, Inc.	7/17/2020	14,440.45	SAF_Printed
Quote Award - ITS	343-115 Fairgrounds Improvements - PH I	Fair Commission (Department of Agriculture and Commerce)	This equipment will be used in the new Treatment Building. This is a Bureau of Building project. ITS Board approval is not required. All prices verified against EPL 3760.		0	SC006	20210009		Next Step Group Inc	7/20/2020	109,717.50	SAF_Printed
Quote Award - ITS	411-115 Receiving Units Bldgs A2 and B	East Mississippi State Hospital	These phones will be used in the new Receiving Unit #2 at East Mississippi State Hospital.		0	SC005	20200523		CMS Communications Inc	7/24/2020	4,040.00	SAF_Printed

Total:

Count: 6

\$254,735.35

**BOB STAFF APPROVALS - MAGIC**  
 Period 07/10/2020 through 07/30/2020

PPRB - August 12, 2020

Agency Desc	CTR ID	Contract Description	Valid From	Valid To	Total Amt	Vendor Name	Contract Category Desc	Material/Service Type	Appr/Ref Date	Appr Text
MS DEPT OF MILITARY	8800007351	1701-21-C-SOLC-00001	7/9/2020	12/30/2022	\$3,329,600.00	Casablanca Construction, Inc.	BOB-CONSTRUCTION	CONSTRUCTION - OTHER	7/15/2020	Acknowledge termination of Casablanca Construction Inc. (original contractor) due to abandonment of the work and takeover by Fidelity and Deposit of Maryland (surety) and their agreement with Jay-Van Company (completion contractor) for completion of the Work, including Change Orders #1 & #2 with proper notifications and agreements. (CS30608693 07/15/2020 08:36:00 CST)
MS DEPT OF MILITARY	8800005925	1701-18-C-SOLC-00016-V004	9/19/2017	12/31/2020	\$2,597,849.09	Casablanca Construction, Inc.	BOB-CONSTRUCTION	CONSTRUCTION - OTHER	7/15/2020	Acknowledge termination of Casablanca Construction Inc. for cause, and transfer of remaining funds to new contract with Surety whose completion contractor, Jay-Van Company, Inc. will use those funds to complete the work. (CS30608693 17/15/2020 10:02:59 CST)
MS DEPT OF ENVIRONMENTAL QUALITY	8200052400	1470-21-C-CNTR-00001	7/15/2020	12/31/2020	\$3,246,900.00	Patriot Construction and Industrial, LLC	BOB-CONSTRUCTION	CONSTRUCTION - OTHER	7/22/2020	Approve award to Patriot Construction and Industrial, LLC in amount of \$3,246,900.00 base bid for 120 days. Lowest of six bids received. (CS30608693 7/22/2020 16:17:03 CST)
MS DEPT OF MILITARY	88000007382	1701-21-C-SOLC-00002	7/23/2020	2/28/2021	\$1,071,000.00	JAY-VAN COMPANY	BOB-CONSTRUCTION	CONSTRUCTION - OTHER	7/28/2020	Approve contract with Jay-Van Company in amount of \$1,071,000.00 which is base bid plus two alternates. 180days. Lowest of 7 bids.(CS30608693 07/28/2020 08:50:40 CST)
<b>Total</b>					<b>\$10,245,349.09</b>					
										<b>4 CONTRACTS</b>

# **Attachment E**

**OPSCR**

**Professional Nursing Services**

**Preapproved Vendor List**



*STATE*  
*OF*  
*MISSISSIPPI*

**Professional Nursing Services  
Preapproved Vendor List**

Effective: 07/23/2020 – 07/22/2023  
Renewable through 07/22/2025

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
OFFICE OF PERSONAL SERVICE CONTRACT REVIEW  
701E WOOLFOLK BUILDING  
501 NORTH WEST STREET  
JACKSON, MISSISSIPPI 39205**

## Contents

Region Map .....	3
North Delta Region.....	4
Northeast Region.....	7
South Delta Region.....	10
East Central Region.....	12
Central Region.....	14
Pinebelt Region.....	17
Southwest Region.....	20
Coastal Region.....	23
Vendor Contact Information.....	26



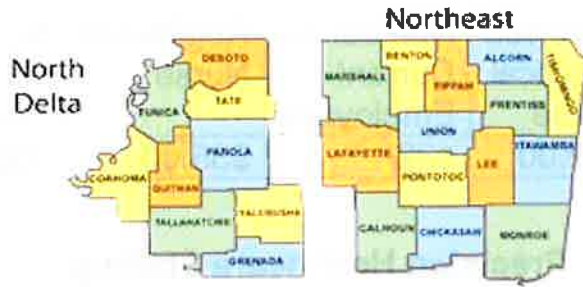
# ATTACHMENT A

**North Delta**  
 Coahoma  
 DeSoto  
 Grenada  
 Panola  
 Quitman  
 Tallahatchie  
 Tate  
 Tunica  
 Yalobusha

**South Delta**  
 Bolivar  
 Carroll  
 Holmes  
 Humphreys  
 Issaquena  
 Leflore  
 Sharkey  
 Sunflower  
 Washington

**Central**  
 Hinds  
 Madison  
 Rankin  
 Warren  
 Yazoo

**Southwest**  
 Adams  
 Amite  
 Claiborne  
 Copiah  
 Franklin  
 Jefferson  
 Jefferson Davis  
 Lawrence  
 Lincoln  
 Pike  
 Simpson  
 Walthall  
 Wilkinson



**Northeast**  
 Alcorn  
 Benton  
 Calhoun  
 Chickasaw  
 Itawamba  
 Lafayette  
 Lee  
 Marshall  
 Monroe  
 Pontotoc  
 Prentiss  
 Tiptah  
 Tishomingo  
 Union



**East Central**  
 Attala  
 Choctaw  
 Clay  
 Kemper  
 Leake  
 Lowndes  
 Montgomery  
 Neshoba  
 Neshoba  
 Webster  
 Winston



**Pinebelt**  
 Clarke  
 Covington  
 Jasper  
 Jones  
 Lauderdale  
 Newton  
 Scott  
 Smith  
 Wayne



**Coastal**  
 Forrest  
 George  
 Greene  
 Hancock  
 Harrison  
 Jackson  
 Lamar  
 Marion  
 Pearl River  
 Perry  
 Stone

Professional Nursing Services  
North Delta Region  
Winning bids (per hour with markup) for all temporary staffing services for the  
**North Delta Region**  
(Coahoma, Desoto, Grenada, Panola, Quitman, Tallahatchie, Tate, Tunica and  
Yalobusha Counties)

**Infiniti Healthcare Services**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$20.00	56	\$29.00	122	\$35.00	432	\$28.00

**Precision Healthcare Staffing**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$19.00	101	\$29.00	201	\$39.00	501	\$29.00

**TD Medical Solution**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$19.92	2,000 (pool)	\$27.80	12,591 (pool)	\$39.97	50,759 (pool)	\$29.23

**Guardian Healthcare Providers, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$19.50	70	\$29.50	23	\$44.50	22	\$31.17

### Prime Care Nursing

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$21.00	262	\$33.00	216	\$42.00	292	\$32.00

### Pyces ITS Healthcare Consulting

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$20.00	47	\$33.00	20	\$44.00	35	\$32.33

### Southern Healthcare Agency Inc.

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$21.00	179	\$33.50	180	\$46.00	66	\$33.50

### Maxim Healthcare

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$28.00	20 90 (pool)	\$45.00	90 200 (pool)	\$58.00	85 265 (pool)	\$43.67

### SHC Services, Inc.

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
		\$38.00	277	\$54.00	870	\$46.00

Contracting Agencies are encouraged, but not required, to contact the lowest preapproved vendor first.

Vendor contact information can be found on the Vendor Contact Information pages.

Winning Bidders are ranked **lowest to highest based on Average Bid Price** in each Category of Service.

Professional Nursing Services  
Northeast Region

Winning bids (per hour with markup) for all temporary staffing services for the  
**Northeast Region**

(Alcorn, Benton, Calhoun, Chickasaw, Itawamba, Lafayette, Lee, Marshall, Monroe,  
Pontotoc, Prentiss, Tippah, Tishomingo, and Union Counties)

**Infiniti Healthcare Services / Precision Healthcare Staffing**

**Infiniti Healthcare Services**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$20.00	432	\$29.00	122	\$35.00	56	\$28.00

**Precision Healthcare Staffing**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$18.00	501	\$28.00	201	\$38.00	101	\$28.00

**TD Medical Solution**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$2072	2,000 (pool)	\$28.97	12,591 (pool)	\$41.81	50,759 (pool)	\$30.50

**Guardian Healthcare Providers, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$19.50	70	\$29.50	23	\$44.50	22	\$31.17

**Primecare Nursing**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$21.00	262	\$33.00	216	\$42.00	292	\$32.00

**Pyces ITS Healthcare Consulting**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$20.00	47	\$33.00	20	\$44.00	35	\$32.33

**Southern Healthcare Agency, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$21.00	179	\$33.50	180	\$46.00	66	\$33.50

**Maxim Healthcare**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$28.00	20 90 (pool)	\$45.00	90 200 (pool)	\$58.00	85 265 (pool)	\$43.67

**SHC Services, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price

	\$38.00	277	\$54.00	870	\$46.00
--	---------	-----	---------	-----	---------

Contracting Agencies are encouraged, but not required, to contact the lowest preapproved vendor first.

Vendor contact information can be found on the Vendor Contact Information pages.

Winning Bidders are ranked **lowest to highest based on Average Bid Price** in each Category of Service.

**Professional Nursing Services  
South Delta Region**

Winning bids (per hour with markup) for all temporary staffing services for the  
**South Delta Region**

(Bolivar, Carroll, Holmes, Humphreys, Issaquena, Leflore, Sharkey, Sunflower, and  
Washington Counties)

**Infiniti Healthcare Services**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$20.00	432	\$29.00	122	\$35.00	56	\$28.00

**Precision Healthcare Staffing**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$20.00	501	\$29.00	201	\$39.00	101	\$29.33

**TD Medical Solution**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$21.08	2,000 (pool)	\$29.59	12,591 (pool)	\$42.70	50,759 (pool)	\$31.12

**Guardian Healthcare Providers, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price



\$19.50	70	\$29.50	23	\$44.50	22	\$31.17
---------	----	---------	----	---------	----	---------

**Primecare Nursing**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$21.00	262	\$33.00	216	\$42.00	292	\$32.00

**Pyces ITS Healthcare Consulting**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$20.00	47	\$33.00	20	\$44.00	35	\$32.33

**Southern Healthcare Agency, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$23.00	179	\$37.00	180	\$51.00	66	\$37.00

**SHC Services, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
		\$38.00	277	\$54.00	870	\$46.00

Contracting Agencies are encouraged, but not required, to contact the lowest preapproved vendor first.

Vendor contact information can be found on the Vendor Contact Information pages.

Winning Bidders are ranked **lowest to highest based on Average Bid Price** in each Category of Service.

**Professional Nursing Services  
East Central Region**

Winning bids (per hour with markup) for all temporary staffing services for the  
**East Central Region**

(Attala, Choctaw, Clay, Kemper, Leake, Lowndes, Montgomery, Neshoba, Noxubee,  
Oktober, Webster, and Winston Counties)

**Precision Healthcare Staffing**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$17.00	501	\$28.00	201	\$33.00	101	\$26.00

**Infiniti Healthcare Services**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$18.00	432	\$29.00	122	\$35.00	56	\$27.33

**TD Medical Solution**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$20.87	2,000 (pool)	\$29.28	12,591 (pool)	\$42.26	50,759 (pool)	\$30.80

**Guardian Healthcare Providers, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$19.50	70	\$29.50	23	\$44.50	22	\$31.17

### Primecare Nursing

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$21.00	262	\$33.00	216	\$42.00	292	\$32.00

### Pyces ITS Healthcare Consulting

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$20.00	47	\$33.00	20	\$44.00	35	\$32.33

### Southern Healthcare Agency, Inc.

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$21.00	179	\$33.50	180	\$46.00	66	\$33.50

### SHC Services, Inc.

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
		\$38.00	277	\$54.00	870	\$46.00

Contracting Agencies are encouraged, but not required, to contact the lowest preapproved vendor first.

Vendor contact information can be found on the Vendor Contact Information pages.

Winning Bidders are ranked **lowest to highest based on Average Bid Price** in each Category of Servi

**Professional Nursing Services  
Central Region**

Central Region  
Winning bids (per hour with markup) for all temporary staffing services for the  
**Central Region**

(Hinds, Madison, Rankin, Warren and Yazoo Counties)

**Precision Healthcare Staffing**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$16.00	501	\$25.00	201	\$33.00	101	\$24.67

**Infiniti Healthcare Services**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$18.50	432	\$28.00	122	\$33.00	56	\$26.50

**Guardian Healthcare Providers, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$19.50	70	\$29.50	23	\$44.50	22	\$31.17

**Premier Staffing Source, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$18.51	349	\$31.30	227	\$43.75	168	\$31.19

### Staffing Innovations

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$19.00	57	\$36.25	28	\$40.60	15	\$31.95

### Primecare Nursing

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$21.00	262	\$33.00	216	\$42.00	292	\$32.00

### Pyces ITS Healthcare Consulting

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$20.00	47	\$33.00	20	\$44.00	35	\$32.33

### Southern Healthcare Agency, Inc.

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$21.00	179	\$33.50	180	\$46.00	66	\$33.50

### TD Medical Solution

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$24.99	2,000 (pool)	\$35.55	12,591 (pool)	\$51.92	50,759 (pool)	\$37.49

**Maxim Healthcare**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$28.00	20 90 (pool)	\$45.00	90 200 (pool)	\$58.00	85 265 (pool)	\$43.67

**SHC Services, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
		\$38.00	277	\$54.00	870	\$46.00

Contracting Agencies are encouraged, but not required, to contact the lowest preapproved vendor first.

Vendor contact information can be found on the Vendor Contact Information pages.

Winning Bidders are ranked **lowest to highest based on Average Bid Price** in each Category of Service

**Professional Nursing Services  
Pinebelt Region**

Central Region

Winning bids (per hour with markup) for all temporary staffing services for the  
**Pinebelt Region**

(Clarke, Covington, Jasper, Jones, Lauderdale, Newton, Scott, Smith, and Wayne Counties)

**Infiniti Healthcare Services**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$18.00	432	\$28.00	122	\$35.00	56	\$24.33

**Precision Healthcare Staffing**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$17.00	501	\$28.00	201	\$38.00	101	\$27.67

**TD Medical Solution**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$21.08	2,000 (pool)	\$29.59	12,591 (pool)	\$42.72	50,759 (pool)	\$31.13

**Guardian Healthcare Providers, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$19.50	70	\$29.50	23	\$44.50	22	\$31.17

**Premier Staffing Source, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$18.51	349	\$31.30	227	\$43.75	168	\$31.19

**Primecare Nursing**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$21.00	262	\$33.00	216	\$42.00	292	\$32.00

**Southern Healthcare Agency, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$21.00	179	\$33.50	180	\$46.00	66	\$33.50

**Maxim Healthcare**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$28.00	20 90 (pool)	\$45.00	90 200 (pool)	\$58.00	85 265 (pool)	\$43.67



**SHC Services, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
		\$38.00	277	\$54.00	870	\$46.00

Contracting Agencies are encouraged, but not required, to contact the lowest preapproved vendor first.

Vendor contact information can be found on the Vendor Contact Information pages.

Winning Bidders are ranked **lowest to highest based on Average Bid Price** in each Category of Service

**Professional Nursing Services  
Southwest Region**

Southwest Region  
Winning bids (per hour with markup) for all temporary staffing services for the  
**Southwest Region**

(Adams, Amite, Claiborne, Copiah, Franklin, Jefferson, Jefferson Davis, Lawrence,  
Lincoln, Pike, Simpson, Walthall, and Wilkinson Counties)

**Precision Healthcare Staffing**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$17.00	501	\$25.00	201	\$33.00	101	\$25.00

**Infiniti Healthcare Services**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$19.00	432	\$29.00	122	\$35.00	56	\$27.67

**Guardian Healthcare Providers, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$19.50	70	\$29.50	23	\$44.50	22	\$31.17

**Premier Staffing Source, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$18.51	349	\$31.30	227	\$43.75	168	\$31.19

**Primecare Nursing**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$21.00	262	\$33.00	216	\$42.00	292	\$32.00

**Pyces ITS Healthcare Consulting**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$20.00	47	\$33.00	20	\$44.00	35	\$32.33

**TD Medical Solution**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$21.87	2,000 (pool)	\$30.78	12,591 (pool)	\$44.55	50,759 (pool)	\$32.40

**Southern Healthcare Agency, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$21.00	179	\$33.50	180	\$46.00	66	\$33.50

**Management Registry, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$28.00	75	\$40.00	29	\$55.00	151	\$41.00

**Maxim Healthcare**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$28.00	20 90 (pool)	\$45.00	90 200 (pool)	\$58.00	85 265 (pool)	\$43.67

**SHC Services, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
		\$38.00	277	\$54.00	870	\$46.00

Contracting Agencies are encouraged, but not required, to contact the lowest preapproved vendor first.

Vendor contact information can be found on the Vendor Contact Information pages.

Winning Bidders are ranked **lowest to highest based on Average Bid Price** in each Category of Service

**Professional Nursing Services  
Coastal Region**

Coastal Region  
Winning bids (per hour with markup) for all temporary staffing services for the  
**Coastal Region**

(Forrest, George, Greene, Hancock, Harrison, Jackson, Lamar, Marion, Pearl River,  
Perry, and Stone Counties)

**Infiniti Healthcare Services**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$18.00	432	\$29.00	122	\$35.00	56	\$27.67

**Precision Healthcare Staffing**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$17.00	501	\$28.00	201	\$38.00	101	\$26.67

**Guardian Healthcare Providers, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$19.50	70	\$29.50	23	\$44.50	22	\$31.17

**Premier Staffing Source, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$18.51	349	\$31.30	227	\$43.75	168	\$31.19

**Primecare Nursing**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$21.00	262	\$33.00	216	\$42.00	292	\$32.00

**TD Medical Solution**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$22.47	2,000 (pool)	\$31.69	12,591 (pool)	\$45.94	50,759 (pool)	\$33.37

**Southern Healthcare Agency, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$22.00	179	\$34.50	180	\$47.00	66	\$34.50

**Maxim Healthcare**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
\$28.00	20 90 (pool)	\$45.00	90 200 (pool)	\$58.00	85 265 (pool)	\$43.67

**SHC Services, Inc.**

Certified Nursing Assistant	Number of Current Employees	Licensed Practical Nurse	Number of Current Employees	Registered Nurse	Number of Current Employees	Average Bid Price
		\$38.00	277	\$54.00	870	\$46.00

Contracting Agencies are encouraged, but not required, to contact the lowest preapproved vendor first.

Vendor contact information can be found on the Vendor Contact Information pages.

Winning Bidders are ranked **lowest to highest based on Average Bid Price** in each Category of Service

## **Vendor Contact Information**

### **Guardian Healthcare Providers, Inc.**

Deborah Jones

105 Westpark Drive, #100

Brentwood, TN 37207

Telephone: 615-377-9140

Email: [djones@guardianhealthcare.com](mailto:djones@guardianhealthcare.com)

### **Infiniti Healthcare Services LLC**

Demetrius Ball

460 Briarwood Dr. Suite 400-2

Jackson, MS 39206

Telephone: 601-340-5074 Fax: 601-340-5074

Email: [admin@infinitihs.com](mailto:admin@infinitihs.com)

### **Management Registry, Inc.**

Stacey Dlouhy

13218 Cottner Street

Omaha, NE 68137

Telephone: 888-851-3588 Fax: 888-873-7106

Email: [Stacey.Dlouhy@managementregistry.com](mailto:Stacey.Dlouhy@managementregistry.com)

### **Maxim Healthcare Staffing Services, Inc.**

Alex Prior

7227 Lee DeForest Drive

Columbia, MD 21046

Telephone: 410-910-1500 Fax: 410.910.2077

Email: [alprior@maxhealth.com](mailto:alprior@maxhealth.com)



### **Precision Healthcare Staffing**

Shonda Lyons

116 East Cheokee Street

Brookhaven, MS 39601

Telephone: 601-669-2602 Fax: 1- 866-550-1410

Email: [info@precisionhcs.com](mailto:info@precisionhcs.com)

### **Premier Staffing Source, Inc.**

Myrna L. Cooks

4640 Forbes Blvd., #200A

Lanham, MD 20706

Telephone: 301-306-0774 Fax: 866-723-1338

Email: [mcooks@premierstaffingsource.com](mailto:mcooks@premierstaffingsource.com)

### **Prime Care Nursing**

Ann Barnes

407 Briarwood Dr. #201

Jackson, MS 39206

Telephone: 601-977-8484 Fax: 601-977-8128

Email: [abarnes@pcnursing.com](mailto:abarnes@pcnursing.com)

### **Pyces ITS Healthcare Consulting**

Kinina Mallett

1775 Provine Rd.

Grenada, MS 38901

Telephone: 662-809-7321 Fax: 662-546-8712

Email: [Kinina.mallett@pyces-itshealthcare.com](mailto:Kinina.mallett@pyces-itshealthcare.com)

**SHC Services, Inc. d/b/a Supplemental Health Care**

Perla Duynhouwer

6600 Peachtree-Dunwoody Rd.

Atlanta, GA 30328

Telephone: 866-587-9922 Fax: 866-558-1535

Email: [proposals@shccares.com](mailto:proposals@shccares.com)

**Staffing Innovations, Inc.**

Theresa Crisler

407 Briarwood Drive S 207

Jackson, MS 39206

Telephone: 601-714-1225 Fax: 601-519-4709

Email: [tcrisler@sicorp.online](mailto:tcrisler@sicorp.online)

**Southern Healthcare Agency, Inc.**

Josh Young

301 New Pointe

Ridgeland, MS 39157

Telephone: 601-933-0037 Fax: 601-932-8468

Email: [jyoung@southernhealthcare.com](mailto:jyoung@southernhealthcare.com)

**TD Medical Solutions, LLC**

Timothy M. Porter

14802 Jones Maltsberger Rd. St 2202

San Antonio, Texas 78247

Telephone: 210-859-9677 Fax: 210-570-7936

Email: [tporter@appddictionstudio.com](mailto:tporter@appddictionstudio.com)

## CONTRACT FOR PROFESSIONAL NURSING SERVICES

To customize this template for agency use, go to all fields highlighted in green, supply the requested information in place of the green field, and save the customized document to your computer. Please note that Exhibits "B" and "C" have instructional paragraphs specific to these exhibits, which should be deleted from your final customized document. This template is provided exclusively for use by agencies and entities under the purview of the Public Procurement Review Board (hereinafter "PPRB"). For agency-specific provisions, please consult with your legal counsel.

1. **Parties.** The parties to this contract are the [AGENCY NAME] (hereinafter "Agency") and [CONTRACTOR NAME] (hereinafter "Contractor").
2. **Purpose.** The purpose of this contract is for the Agency to engage Contractor to provide certain professional nursing services for the Agency, to include Registered Nurses, Licensed Practical Nurses, and Certified Nursing Assistants.
3. **Scope of Services.** Contractor will perform and complete in a timely and satisfactory manner the services described in Exhibit "A", captioned "Scope of Services", which is attached hereto and made a part hereof by reference. The scope of services is from IFB No. 2020-01, Preapproved List of Vendors for Professional Nursing Services, which is incorporated herein by reference. Contractor is one of the preapproved vendors selected through the above referenced IFB for the [REGION NAME] Region.
4. **General Terms and Conditions.** This contract is hereby made subject to the terms and conditions included in Exhibit "B", captioned "Additional Terms and Conditions", which is attached hereto and made a part hereof by reference.
5. **Consideration.** As consideration for the performance of the services referenced in Exhibit "A", the Agency agrees to compensate Contractor as provided in Exhibit "C", captioned "Compensation", which is attached hereto and made a part hereof by reference.
6. **Period of Performance.** This contract will become effective for the period beginning [add date] and ending on [add date], upon the approval and signature of the parties hereto. The Agency has the option to renew the contract as long as the contract was entered into on or before July 23, 2023 and the period of performance ends no later than July 22, 2025, as set by IFB No. 2020-01, Preapproved List of Vendors for Professional Nursing Services. Renewals must be approved by the PPRB.
7. **Method of Payment.** Contractor agrees to accept payments referenced in Paragraph 5, "Consideration", to be paid as billed by Contractor, upon review and approval by Agency. Contractor agrees to submit invoices to the Agency that contain a detailed account of each billing. The final invoice is to be submitted no later than [add date]. Contractor is classified as an independent contractor and not a contractual employee of the Agency. As such, any compensation due and payable to Contractor will be paid as gross amounts. Contractor invoices shall be submitted to the Agency as set forth in Paragraph 21.

8. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
9. Availability of Funds. It is expressly understood and agreed that the obligation of the Agency 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 Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
10. Representation Regarding Contingent Fees. Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.
11. Representation Regarding Gratuities. Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Reevaluation Rules and Regulations*.
12. Compliance with Laws. Contractor understands that the Agency 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 Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor 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.
13. Insurance. Contractor represents that it will maintain workers' compensation insurance as required by the State of Mississippi which shall inure to the benefit of all Contractor's personnel provided hereunder; comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000 per occurrence; employee dishonesty insurance or fidelity bond insurance with minimum limits of \$1,000,000 with third party liability coverage; and professional nursing insurance if required by contracting agency. All general liability, professional liability, employee dishonesty, and fidelity bond insurance will provide coverage to the *State of Mississippi* as an additional insured. The Agency reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

14. Stop Work Order.

- a. *Order to Stop Work:* The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:
  - i. cancel the stop work order; or,
  - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
  - i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
  - ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

15. Termination for Convenience.

- a. *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor

must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

16. Termination for Default.

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

- 17. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- 18. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.
- 19. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* 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. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:
  - a. termination of this contract for services 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;
  - b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
  - c. both.

In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

20. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor 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.
21. Paymode. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
22. Procurement Regulations. The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.
23. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
24. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Agency for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Agency is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Agency may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.



In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

\_\_\_\_\_  
DATE

By:

\_\_\_\_\_  
[Contractor's Name (person signing)]  
[Contractor (name of company)]

\_\_\_\_\_  
DATE

By:

\_\_\_\_\_  
[Director's Name]  
[Director's Title]  
[Agency Name]

## EXHIBIT "A"

### SCOPE OF SERVICES

The Contractor will perform the following services upon request of the Agency in fulfillment of the purposes of this contract:

1. The Contractor will coordinate all communications with the Agency through [Agency Contact Name].
2. The Contractor will provide a temporary worker or workers as requested by the Agency. Professional nursing services are to be provided in three categories: (a) Registered Nurses (RNs); (b) Licensed Practical Nurses (LPNs); and, (c) Certified Nursing Assistants (CNAs). The professional nursing worker(s) shall meet the following minimum skill requirements:

Registered Nurse	Nursing personnel must have the following: <ul style="list-style-type: none"><li>• High school diploma or GED</li><li>• Graduation from a state approved/accredited nursing program and/or college or university</li><li>• Valid RN license in the State of Mississippi (in good standing)</li><li>• Two (2) years of experience as a practicing RN</li><li>• Ability to administer prescribed medication and medical treatments following standard nursing procedures</li><li>• Ability to assess and monitor physical and/or mental conditions of patients/clients</li><li>• Ability to maintain effective communication with patients, families, and members of the health care staff</li><li>• Ability to provide documentation, prepare reports, and maintain patient/client records, including necessary computer skills</li><li>• Ability to participate in defining, interpreting, and implementing standards, policies, and procedures which affect the delivery of nursing care services</li><li>• Ability to participate in regular in-service trainings</li><li>• Other RN skills, as required</li></ul>
Licensed Practical Nurse	Nursing personnel must have the following: <ul style="list-style-type: none"><li>• High school diploma or GED</li><li>• Completion of a state approved/accredited practical nursing program</li><li>• Valid LPN license in the State of Mississippi (in good standing)</li><li>• One (1) year of experience as a practicing LPN</li><li>• Ability to administer prescribed medication and medical treatments following standard nursing procedures</li><li>• Ability to monitor physical and/or mental conditions of patients/clients</li><li>• Ability to maintain effective communication with patients, families, and members of the health care staff</li></ul>

	<ul style="list-style-type: none"> <li>• Ability to provide documentation, prepare reports, and maintain patient/client records, including necessary computer skills</li> <li>• Other LPN skills, as required</li> </ul>
Certified Nursing Assistant	<p>Nursing personnel must have the following:</p> <ul style="list-style-type: none"> <li>• High school diploma or GED</li> <li>• Valid CNA license with the State of Mississippi (in good standing)</li> <li>• Six (6) months experience as a CNA in a health care setting</li> <li>• Ability to participate in activities with patients/clients</li> <li>• Ability to assist residents in all areas of physical care and hygiene</li> <li>• Ability to perform housekeeping duties</li> <li>• Ability to write non-technical reports and participate in training sessions, including necessary computer skills</li> <li>• Ability to stand for long periods of time and perform physically demanding tasks to include lifting or repositioning patients</li> <li>• Other CNA skills, as required</li> </ul>

3. The Contractor shall, with respect to all professional nursing workers provided to a Contracting Agency:
- a. Assign a Contractor Account Representative to work directly with the Contracting Agency Representative;
  - b. Designate a contact person available twenty-four (24) hours daily for communication with the Contracting Agency, if required;
  - c. Provide a copy of current license, as applicable, for each contract professional nursing worker assigned to the Contracting Agency prior to or upon clocking in for a scheduled shift;
  - d. Ensure that each contract professional nursing worker has annual TB test results on file and evidence of current CPR certification prior to assignment;
  - e. Provide orientation for all contract professional nursing workers prior to first assignment to include a competency checklist in oxygen administration, glucose monitoring, medication administration, HIPPA compliance, and agency facility information, as required by the Contracting Agency;
  - f. Arrange for contract professional nursing workers to attend agency-specific orientation, not to exceed two hours, prior to beginning first assignment, if requested by the Contracting Agency (in which case, license must be provided prior to orientation);
  - g. Ensure that contract professional nursing workers fully comply with the policies and procedures of the Contracting Agency to which they are assigned, the applicable standards of care, Joint Commission standards, and all applicable regulations as now existing or as may be modified;
  - h. Provide the required number of qualified, competent, well-trained, drug-free, and appropriately dressed nurses to perform the duties required during the shifts required, seven days a week, including weekends and holidays as needed;
  - i. Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal, and local laws such as social security and withholding taxes;
  - j. Make all unemployment compensation contributions as required by federal and state law(s) and process claims as required;
  - k. Maintain a sufficient pool of qualified professional nursing workers large enough to meet the Contracting Agency's needs within twenty-four hours;

- l. Ensure that the contract worker(s) and/or employee(s) report to work at the time and place specified by the Contracting Agency;
  - m. Replace, at no additional expense to the Contracting Agency, any contract worker(s) and/or employee(s) not performing satisfactorily within two hours;
  - n. Abide by all State and/or agency policies, procedures, ordinances, and/or laws pertaining to the Contracting Agency's operation at all times, including but not limited to the items listed below. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination;
    - a. All state facilities are non-smoking; the Contractor and its personnel must adhere to this requirement. The use of tobacco products is prohibited, except within designated smoking areas.
    - b. It is illegal to have in one's possession any illegal drug or alcoholic beverage while on state property. Contractor personnel shall not consume any illegal or illegally obtained drug or alcoholic beverage while on duty.
    - c. The Contractor's personnel should refrain from using foul, abusive, or profane language on state property.
    - d. The Contractor's personnel shall not flirt or fraternize with Agency personnel or any visitor at the Agency.
    - e. Contractor's personnel shall not solicit or otherwise interfere with the work of the Contracting Agency employees.
    - f. Contractor's personnel shall not engage in personal activities (such as, but not limited to texting, personal phone calls, reading magazines, etc.) while on the job, and shall comply with the Agency's restrictions regarding visitation with friends, family members or acquaintances while on the job.
    - g. The Contracting Agency reserves the right to inspect and search all Contractor personnel and/or vehicles anytime while on facility grounds.
    - h. Contractor personnel are required to sign-in and sign-out at most state facilities. Security provisions for all state facilities must be strictly observed.
    - i. Contractor personnel may be required to provide photographic identification for inspection upon entering state facilities and/or grounds. Contractor identification badges, personal identification of the individual employee, and/or visitor badges shall be worn and clearly visible while on state property.
  - o. Accurately describe the job duties required to its contract worker(s) and/or employee(s); and,
  - p. Perform all services provided in the contract between the Contractor and the Contracting Agency in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agencies. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detailed specifications or the omission of a detailed description shall be recognized as meaning that only the best commercial practices are to prevail.
4. Contractors shall also:
- a. Provide information required for a Contracting Agency to perform a criminal background check or drug screening of a professional nursing worker, if requested;
  - b. Alternatively, the Contractor shall, for an additional negotiated fee, perform the check or screening and verify the results to the Contracting Agency; and,
  - c. Arrange for a Contracting Agency to interview a potential new professional nursing worker, at the Contractor's expense, for a period of up to one (1) hour.

5. The Agency shall:

- a. Provide an agency-specific orientation, not to exceed two (2) hours, prior to beginning first assignment, if required by the Agency;
- b. Provide all agency-specific ordinances, laws, policies, procedures, and instructions pertaining to the Agency's operation; and,
- c. Identify variations in the scope of service based on shift differential.

## EXHIBIT "B"

### ADDITIONAL TERMS AND CONDITIONS

Exhibit "B" includes (alphabetically by title) various service contracting clauses that were included in IFB No. 2020-01, Preapproved List of Vendors for Professional Nursing Services, and are available for use in this contract. Many clauses require the inclusion of additional information. A word or phrase in square brackets indicates that the information identified is to be inserted (e.g., [time], [date]). Clarifications of clauses are in parentheses within or at the end of the clause. These clauses are discretionary and the Agency is neither required to use them nor prohibited from using others which are not included in this exhibit.

1. Anti-assignment/Subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
2. Approval. It is understood that this contract requires approval by the Public Procurement Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.
3. Attorney's Fees and Expenses. Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
4. Authority to Contract. Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) 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, (d) 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.
5. Information Designated by Contractor as Confidential. Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information. Any

liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this agreement.

6. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that Agency is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to Agency pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Agency shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Agency shall not be liable to the Contractor for disclosure of information required by court order or required by law.
7. Contractor Personnel. The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
8. Debarment and Suspension. Contractor certifies to the best of its knowledge and belief, that it:
  - a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
  - b. has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - c. has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and,
  - e. has not, within a three-year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
9. Disclosure of Confidential Information. In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*

10. Exceptions to Confidential Information. Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:
  - a. is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
  - b. is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
  - c. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
  - d. is independently developed by the recipient without any reliance on confidential information;
  - e. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
  - f. is disclosed with the disclosing party’s prior written consent.
11. Errors in Extension. If the unit price and the extension price are at variance, the unit price shall prevail.
12. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.
13. Failure to Enforce. Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provision at any time in accordance with its terms.
14. Final Payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State’s claims against Contractor under this contract.
15. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.



16. HIPAA Compliance. Contractor agrees to comply with the “Administrative Simplification” provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
17. Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi 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 attorney’s fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State’s sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State’s concurrence, which the State shall not unreasonably withhold.
18. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker’s Compensation, normally provided by the State for its employees.
19. Integrated Agreement/Merger. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.
20. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

21. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
22. Notices. All notices required or permitted to be given under this agreement must 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 Agency:	For Contractor:
[Name, Title]	[Name, Title]
[Agency Name]	[Contractor Name]
[Address]	[Address]
[City, State, Zip]	[City, State, Zip]

23. Non-solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
24. Oral Statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by Contractor.
25. Ownership of Documents and Work Papers. Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to Agency upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from Agency and subject to any copyright protections.
26. Priority. The contract consists of this agreement with exhibits, the IFB No. 2020-01, Preapproved List of Vendors for Professional Nursing Services (hereinafter referred to as IFB), and the bid by [CONTRACTOR NAME] (hereinafter referred to as Bid). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the bid. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
27. Quality Control. Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained

describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.

28. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
29. Renewal of Contract. The contract may be renewed at the discretion of the Agency upon written notice to Contractor at least [NUMBER] days prior to each contract anniversary date for a period of [NUMBER] successive one-year periods under the same prices, terms, and conditions as in the original contract and/or subsequent contracts. The total number of renewal years permitted shall not exceed [NUMBER], or extend past July 22, 2025.
30. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Agency, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Agency. The rights of the Agency are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of Contractor.
31. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
32. Right to Inspect Facility. The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
33. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
34. State Property. Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

35. Third Party Action Notification. Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
36. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
37. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

**EXHIBIT "C"**

**COMPENSATION**

The Contractor will charge the hourly rates listed below (as submitted in response to IFB No. 2020-01, Preapproved List of Vendors for Professional Nursing Services):

<b>[CONTRACTOR'S NAME]</b>	Hourly Rate for <b>[REGION NAME]</b> Region
Registered Nurses	\$
Licensed Practical Nurses	\$
Certified Nursing Assistants	\$

(Rates are available on the PPRB website (<http://www.dfa.ms.gov>). They should be added to the above chart. Be sure to use pricing for the correct region.)

*Please delete this paragraph and all other paragraphs highlighted green before issuing the final contract. Also, please verify the total number of pages in the contract (as noted in the footer section) and correct any formatting changes made as a result of modifying the contract. Any modifications to the contract will change the number of pages included and the formatting of the contract.*

# **Attachment F**

Emergency Contracts

**Emergency Contracts as Reported in the PPRB Minutes  
Calendar Year 2020**

15	8400001260	DMH - East Mississippi State Hospital	Infiniti Healthcare Services	New	\$500,000.00	4/23/2020	4/22/2021	6/25/2020
16	8400001264	Mississippi Veterans Affairs	Worldwide Travel Staffing, LIM	New	\$500,000.00	4/28/2020	4/27/2021	6/25/2020
17	8400001265	DMH - Ellisville State School	Maxim Healthcare Services, Inc.	New	\$500,000.00	4/22/2020	3/31/2021	6/25/2020
18	8400001312	Mississippi Veterans Affairs	HMP Nursing Services, Inc.	New	\$500,000.00	5/26/2020	4/30/2021	6/25/2020
19	8400001317	Mississippi State Department of Health	University of Mississippi Medical Center	New	\$500,000.00	4/13/2020	4/12/2021	6/25/2020
20	8400001338	Mississippi Development Authority	Protel, Inc.	New	\$250,000.00	6/5/2020	3/31/2021	6/25/2020
21	8400001231	Mississippi Emergency Management Agency	TF Rankin & Associates, Inc.	New	\$210,000.00	3/18/2020	3/17/2021	6/25/2020
22	8400001313	Mississippi Department of Rehabilitation Services	Warner, Inc. d/b/a ServiceMaster One Call	New	\$190,000.00	5/8/2020	12/31/2020	6/25/2020
23	8400001329	Mississippi Emergency Management Agency	DebrisTech, LLC	Modification	\$1,000,000.00	4/8/2020	4/7/2021	
24	8400001344	DMH - Boswell Regional Center	Covington County Hospital	New	\$150,000.00	8/19/2020	12/31/2020	
		<b>Calendar Year 2020 Total</b>			<b>\$43,898,024.00</b>			

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

**Emergency Contracts as Reported in the PPRB Minutes  
Calendar Year 2020**

	<b>Contract Number</b>	<b>Agency</b>	<b>Contractor</b>	<b>Type</b>	<b>Total Contract Amount</b>	<b>Start Date</b>	<b>End Date</b>	<b>Reported to the PPRB</b>
1	8400001000	Mississippi Department of Education	Margie B. Pulley, Ph.D.	Modification	\$99,750.00	7/1/2019	6/30/2020	1/8/2020
2	8400001190	Mississippi Veterans Affairs	RWB Hospitality, LLC	New	\$5,000,000.00	3/1/2020	2/28/2021	4/1/2020
3	8400001270	Mississippi Department of Revenue	Douglas, Inc.	New	\$15,664,780.00	7/1/2020	6/30/2021	6/25/2020
4	8400001336	Mississippi Emergency Management Agency	TF Rankin & Associates, Inc.	New	\$6,647,680.00	5/17/2020	5/16/2021	6/25/2020
5	8400001245	Mississippi Department of Employment Security	Horne, LLP	New	\$6,000,000.00	4/15/2020	4/14/2021	6/25/2020
6	8400001329	Mississippi Emergency Management Agency	DebrisTech, LLC	New	\$1,000,000.00	4/8/2020	4/7/2021	6/25/2020
7	8400001269	Mississippi Department of Revenue	Douglas, Inc.	New	\$985,814.00	7/1/2020	6/30/2021	6/25/2020
8	8400001262	DMH - East Mississippi State Hospital	Precision Healthcare Staffing, LLC	New	\$750,000.00	4/24/2020	4/23/2021	6/25/2020
9	8400001268	DMH - East Mississippi State Hospital	Prime Care Nursing, Inc.	New	\$750,000.00	4/29/2020	4/28/2021	6/25/2020
10	8400001242	Mississippi State Department of Health	Memphis Pathology Laboratory	New	\$700,000.00	3/20/2020	3/19/2021	6/25/2020
11	8400001221	Mississippi Department of Employment Security	PSG Holdings LLC	New	\$500,000.00	3/19/2020	8/31/2020	6/25/2020
12	8400001241	Mississippi State Department of Health	Memphis Pathology Laboratory	New	\$500,000.00	4/16/2020	4/15/2021	6/25/2020
13	8400001253	DMH - Ellisville State School	Southern Healthcare Agency, Inc.	New	\$500,000.00	5/1/2020	3/31/2021	6/25/2020
14	8400001254	DMH - Ellisville State School	HMP Nursing Services, Inc.	New	\$500,000.00	5/1/2020	3/31/2021	6/25/2020



# **Attachment G**

OPSCR

**Staff Approvals**

July 2020

**Public Procurement Review Board  
OPSCR Staff Approvals for July 2020**

	<b>Contract Number</b>	<b>Agency</b>	<b>Vendor</b>	<b>Request Type*</b>	<b>Section from Rules Containing Authority*</b>	<b>Service Type</b>	<b>Contract Action</b>	<b>Contract Action Amount</b>
1	8200031574	Mississippi Veterans Affairs	Precision Healthcare Staffing, LLC	PVL	3-208.02	Health Related Services, Nursing Services	Modification	\$315,000.00
2	8200032806	Mississippi Veterans Affairs	Precision Healthcare Staffing, LLC	PVL	3-208.02	Health Related Services, Nursing Services	Modification	\$300,000.00
3	8200032802	Mississippi Veterans Affairs	Precision Healthcare Staffing, LLC	PVL	3-208.02	Health Related Services, Nursing Services	Modification	\$300,000.00
4	8200043342	DMH - Ellisville State School @ South Mississippi Regional Center	Precision Healthcare Staffing, LLC	PVL	3-208.02	Health Related Services, Nursing Services	Modification	\$100,000.00

*Section 7-102.01 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.*

*Section 7-110.01 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.*

*Section 3-103.04 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.*

*Section 7-110.02 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*

*Section 3-208.02 Preapproved Vendor List (PVL): Authority to approve contracts for vendors selected from and containing scopes of services consistent with the preapproved vendor list.*

