



**SPECIAL TELEPHONIC MEETING MINUTES**  
**Friday, February 26, 2021**

**Location:** E.T. Woolfolk State Office Building  
501 North West Street, Room 1302  
Jackson, Mississippi

**Board Member Present:** Liz Welch, Department of Finance and Administration

**Board Members Attending Via Teleconference:**

Billy Morehead, Chair  
Leila Malatesta, Vice-Chair  
Rita Wray  
Norman McLeod  
David Russell

**DFA Staff Members Present:** Aubrey Leigh Goodwin  
Ross Campbell  
Brittney Thompson  
Liz DeRouen  
Clay Chastain

**DFA Staff Members Attending Via Teleconference:**

Catoria Martin, Special Assistant Attorney General  
Noah Gibson

**Guest Attending Via Teleconference:**

Security Logistics Intelligence Construction Engineering Company (SLICE/Protestor)  
Cecil Avery, CEO

Mississippi State Department of Health (MSDH/Agency)  
LaTeshya Martin, Special Assistant Attorney General  
Teselyn Funches, Procurement Coordinator  
Kevin Pearson, Contract/Support Services  
Jennifer Dotson, Chief Procurement Officer  
Sharon Dowdy, Chief Financial Officer

Douglas Express Delivery (DED)

Joe S. Deaton, III, Attorney  
Billy Williams, President and Owner  
Chase H. Williams, Chief Executive Officer  
Reed Robinson, Chief Operating Officer

*Ms. Goodwin identified all participants, both present and those attending via teleconference.*

**I. Call to Order**

The meeting was called to order by Chair Billy Morehead.

**II. Consideration of Protest**

**A. Protest; Security Logistics Intelligence Construction Engineering Company (SLICE) v. Mississippi State Department of Health; Contract for Statewide Courier Services (RFX # 3160003534)**

**1. Security Logistics Intelligence Construction Engineering Company (Protestor)**

- Mr. Avery presented arguments on behalf of the Protestor. He reserved eight (8) minutes for rebuttal.

**2. Mississippi State Department of Health (Agency)**

- Ms. LaTasha Martin presented arguments on behalf of the Agency.

**3. Douglas Express Delivery (DED)**

- Mr. Deaton presented DED's response to the protest.

**4. SLICE Rebuttal**

- Mr. Avery presented the rebuttal for the Protestor.

*Following rebuttal, each party was permitted to make final statements.*

**B. Record on Appeal**

- Protest Appeal of SLICE dated January 17, 2021
- Department of Health Response dated February 1, 2021
- February 2, 2021 SLICE Reply

The Protest documents are attached to these Minutes as **Attachment A**.

**Action: A motion was made by Ms. Wray to close the meeting to determine whether or not to declare an executive session. The motion was seconded by Mr. Russell and unanimously approved by all members present.**

*Mr. Morehead announced the meeting would close while the public was excused from the meeting so that the Board could determine whether or not to go into Executive Session. Only DFA staff and Board members would remain on the teleconference while the Board members determined whether an Executive Session was appropriate.*

*Ms. Goodwin outlined the procedure for participants to reenter the meeting after the conference line was muted for the Board to discuss whether Executive Session would be entered or not.*

**Action: Ms. Wray made a motion to go into Executive Session in accordance with Mississippi Code Section 25-41-7(4)(b) for the purpose of strategy sessions or negotiations with respect to issuance of an appealable order when an open meeting would have a detrimental effect on the litigating position of the PPRB. The motion was seconded by Ms. Malatesta and unanimously approved by all members present.**

*After the conference line was unmuted, Mr. Morehead announced to the public that the Board was entering Executive Session in accordance with Mississippi Code Section 25-41-7(4)(b) for the purpose of strategy sessions or negotiations with respect to issuance of an appealable order when an open meeting would have a detrimental effect on the litigating position of the PPRB. Everyone other than the Board members and DFA staff were excused until the Board concluded its Executive Session.*

*Ms. Goodwin outlined the procedure for participants to reenter the meeting when the Board had exited Executive Session and the conference line was unmuted.*

### **III. Executive Session**

*While the public was excused from the teleconference, only discussion of the protest was had.*

**Motion: A motion was made by Ms. Wray to exit the executive session and return to regular session. The motion to exit the session was seconded by Ms. Malatesta and unanimously approved by all members present.**

### **IV. Open Session (Continued)**

*Ms. Goodwin identified all participants as they rejoined the Open Session of the teleconference meeting which reconvened at 10:05 a.m.*

*Mr. Morehead announced that the Board had entered and exited executive session.*

**Motion: A motion was made by Ms. Wray to approve the staff recommendation to uphold the bid to DED and direct counsel for the Board to prepare a written order in conformance therewith. The motion was seconded by Mr. Russell and unanimously approved by all members present.**

### **V. Other Business**

*Ms. Goodwin stated that due to the expiration of the Agency's current contract, a presentation of the new award was prepared in the event that the Board found in favor of the Agency. And, since the Board found in favor of the Agency, Ms. Thompson was called upon to present the new contract for approval.*

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

**Supplier:** Douglas Express Delivery (DED)

**Contract #:** 8200054840

**Term:** 2/26/2021 – 2/25/2024

**Total Value:** \$2,206,272.00

**New**

**\$2,206,272.00**

**Summary of Request:** The term of the contract is three years with two optional one-year renewals. The Contractor provides courier services to Regional Offices, County Health Departments, and specified Public Health Clinics/Offices throughout the state from field locations back to the Mississippi State Department of Health Central Office in Jackson. The Contractor was selected through an IFB with two respondents. One respondent was deemed non-responsive. The unit price is paid according to the rates provided in Attachment C, Services and Compensation.

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

**Projected Budget for Life of the Contract:** \$3,677,120.00

**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.


**VI. Adjournment**

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

These Minutes of the Public Procurement Review Board were approved by the members on the 7<sup>th</sup> of April, 2021.



**Billy Morehead, Chair**



**Date**



**STATE OF MISSISSIPPI**  
GOVERNOR TATE REEVES  
**DEPARTMENT OF FINANCE AND ADMINISTRATION**  
LIZ WELCH  
EXECUTIVE DIRECTOR

# **NOTICE**

A Special Meeting of the  
**PUBLIC PROCUREMENT REVIEW BOARD**

will be held Friday, February 26, 2021  
9:00 a.m.

*\*This Meeting will be via teleconference.  
Public access to the meeting will be provided telephonically.  
For access to the call, please send a request to [PPRB@dfa.ms.gov](mailto:PPRB@dfa.ms.gov)\**



**PUBLIC PROCUREMENT REVIEW BOARD**

**Teleconference Special Meeting**

**Wednesday, February 26, 2021  
9:00 a.m.**

**BOARD MEMBERS ATTENDANCE SHEET**

**NAME AND TITLE**

**AGENCY/COMPANY**

*[Handwritten signature]* *[Handwritten: DFA]*

*Billy Morehead*  
*Leila Malatesta*  
*Rita Wray*  
*Norman McLeod*  
*David Russell* } *all via teleconference*





**PUBLIC PROCUREMENT REVIEW BOARD**

**Telephonic Regular Meeting  
February 26, 2021  
9:00 a.m.**

**GUESTS ATTENDING VIA TELECONFERENCE**

<u>NAME</u>	<u>AGENCY/COMPANY</u>
Cecil Avery	SLICE
Leteshya Martin	MSDH
Teselyn Funches	MSDH
Kevin Pearson,	MSDH
Sharon Dowdy	MSDH
Joe S. Deaton, III	DED
Billy Williams	DED
Chase H. Williams	DED
Reed Robinson	DED





**SPECIAL TELEPHONIC MEETING AGENDA**  
**Friday, February 26, 2021**  
**9:00 a.m.**

***\*This Meeting will be via teleconference. Public access to the meeting will be provided telephonically. For access to the call, please send a request to [PPRB@dfa.ms.gov](mailto:PPRB@dfa.ms.gov)\****

**I. Call to Order**

**II. Consideration of Protest**

**A. Protest; Security Logistics Intelligence Construction Engineering Company (SLICE) v. Mississippi State Department of Health; Contract for Statewide Courier Services (RFX # 3160003534)**

1. Protestor will have 20 minutes to present; may reserve 5 minutes for rebuttal
2. Agency will have 20 minutes to present
3. Intended Awardee will have 10 minutes to present
4. Protestor will have 5 minutes for rebuttal

**Representative for SLICE (Protestor):**

- Cecil Avery, CEO

**Representatives for Mississippi State Department of Health (Agency):**

- LaTeshya Martin, Special Assistant Attorney General
- Teselyn Funches, Procurement Coordinator
- Kevin Pearson, Contract/Support Services
- Jennifer Dotson, Chief Procurement Officer
- Sharon Dowdy, Chief Financial Officer

**Representatives for Douglas Express Delivery, LLC (Intended Awardee):**

- Joe S. Deaton, III, Attorney
- Billy Williams, President and Owner
- Chase H. Williams, Chief Executive Officer
- Reed Robinson, Chief Operating Officer

## **B. Record on Appeal**

- i. Protest Appeal of SLICE dated January 17, 2021
- ii. Department of Health Response dated February 1, 2021

## **III. Other Business**

## **IV. Adjournment**

# Attachment A

## Record on Appeal

1. Protest Appeal of SLICE dated January 17, 2021
2. Department of Health Response dated February 1, 2021
3. SLICE Reply dated February 2, 2021

# **Protest Appeal of SLICE**

**January 17, 2021**

**Cecil Avery, CEO  
Security Logistics Intelligence Construction Engineering Company  
1319 5<sup>th</sup> Ave, #304  
Moline, IL 61625**

**Appeal of Protest Denial regarding Rejection and Award Courier Service RFX 31600033534  
(IFB)**

**17 Jun 2021**

**Reasons for the Appeal**

SLICE is protesting the award to Douglas, Inc. based on asserts that the rejection of its proposal was unreasonable or inconsistent with the clauses set forth in the OPSCR.

The procurement agency improperly required SLICE to restate its compliance with the IFB requirements by circling a word or words in Attachment D pertaining to gratuities, and independent price determination which were not requirements defined in of OPSCR 6-205, however, MSDH cites this rule as the sole reason for rejecting SLICE competitive bid.

MSDH procurement staff modified several clauses to include a requirement to circle a word/words and used these modifications to reject SLICE bid.

**Background**

SLICE attempted to make a minor modification to it bid for courier services for MSDH. MSDH procurement officer has accused SLICE as be aggrieved and using bad judgement in signing both Attachment B and D as justification for denial of SLICE initial protest.

MSDH procurement has acknowledged in its response to SLICE protest that OPSCR Rule 6-205 was the sole basis for rejected SLICE bid. In doing so, MSDH failed to conspicuously include the required clause language as specified in OPSCR Rule 6-204 specially Rule 6-204.03:

**Contract Clause**

**The following clause shall be conspicuously set forth in every contract and solicitation therefore requiring Public Procurement Review Board approval:**

**REPRESENTATION REGARDING GRATUITIES (Required)**

**The bidder or offeror, or 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**

MSDH allege that authority to reject SLICE bid derived solely from a failure to circle a word or words as prescribed in OPSCR Rule 6-205, Prohibition against contingent fees. MSDH insisted that circling a word/words was required and was the only means to provided consent to the OPSCR

Rule 6-204. The OPSCR Rule 6-204 reference for gratuities that MSDH incorporates in Attachment D of the IFB include a reference to OPSCR Rule 9-105 which did not exist.

The MSDH procurement staff improperly modified the clause required by OPSCR Rule 6-204 to include a requirement to circle a word/words. The procurement staff must not modify provisions and clauses unless the OPSCR authorizes their modification. These modifications did not meet the conspicuous representation as required by OPSCR Rule 6-204. The plain language of the clause required by OPSCR 6-204 did not allow a procurement person to substitute the clause language will states "has not" for other language that requires a bidder to circle a word/words to acknowledge compliance: OPSCR Rule 6-204 only requires a signature.

MSDH failed to conspicuously set forth the required clause in a conspicuous manner as a result both bidders failed to provide a response to Attachment D. Based on the NOTE at the bottom of Attachment D, the MSDH provides for acceptance of all bid clauses, terms, and conditions based on signatures attesting to compliance with Attachment B and D.

Attachment B acknowledges compliance with the correct plain language of all clauses as dictated by OPSCR and in Clause 6.20 of the Terms and Conditions:

The NOTE at the bottom of Attachment D of the IFB, provides that circling a word isn't the only way to get a bidder to agree to bid terms, but provides for one or both, however the signature is the favored method to ensure that legal agreements are able to be upheld in the event of a legal dispute or if other issues arise.

MSDH procurement staff modified and failed to conspicuously set forth the required clause as required by OCPCR 3-702.02. OCPCR 3-702.02 requires signing versus the additional step of circling a word or words.

**By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:**

- 1. That he/she has thoroughly read and understands this Invitation for Bids, RFX #3160003534, and the attachments herein;**
- 2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, RFX #3160003534, and the attachments herein;**
- 3. That the company agrees to all provisions of this Invitation for Bids, RFX #3160003534 and the attachments herein;**
- 4. That the company will perform, without delay, the services required at the prices quoted in this Attachment B; and**
- 5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.**
- 6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Invitation for Bids.**

Attachment B Page 2

**Independent Price Determination**

**Every solicitation shall provide that by submitting a bid, offer, or qualifications, the bidder or offeror certifies that the price submitted was independently arrived at without collusion. The agency may require the signing of a separate form which certifies that the price in the bid or offer was arrived at independently.**

MSDH procurement staff modified and failed to conspicuously set forth the required clause as required by OCPCR 6-205.06. OPSCR Rule 6-205.06 by requiring the additional step of circling a word/words to indicate compliance:

**Contract Clause The following clause shall be conspicuously set forth in every contract and solicitation therefor requiring PPRB approval:**

**REPRESENTATION REGARDING CONTINGENT FEES (Required) The 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 the contractor's bid, proposal, or qualifications.**

There is no requirement in the plain language in the clause to circle a word or words but simply provide a signature to acknowledge compliance. Signatures also form the legal basis of negotiable instruments. Section 3-401(2) of the Uniform Commercial Code (UCC) provides that "[n]o person is liable on an instrument unless his signature appears thereon. At issue is whether a signature or a circled word/words meets the legal requirement of in writing described in OPSCR 6-205 (b):

**6-205 (b) PROHIBITION AGAINST CONTINGENT FEES**

**(b) Representation of Contractor. Every person, before being awarded a state contract, shall represent, in writing, that such person has not retained anyone in violation of subsection (a) of this section. Failure to do so constitutes a breach of ethical standards.**

SLICE acknowledge by signature on all three of the provisions represents that SLICE 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 Review Rules and Regulations. The term signed is defined by the UCC as any symbol executed or adopted by a party with the "present intention of authenticating a writing" (§ 1-201(39)). There is no requirement to sign more than one time to represent a written compliance with a solicitation clause.

OPSCR Rules 6-205.4 does not require circling of a word or words. Rather it requires prospective contractor to make a representation as SLICE did in signing Attachment B and D. The Rule only requires a contractor to represent it compliance once. The plain language requires a contractor to represent as "a", part of the contractor bid. "A" mean it only needs to be represented once versus the MSDH requirement for a contractor to acknowledge and represent compliance in several places including Terms and Conditions, Attachment B, and by signing and circling a word or word in Attachment D.

**6-205.04**

Solicitation Clause Every solicitation for a service shall conspicuously set forth the following provision to be completed and submitted with every prospective contractor's bid, proposal, or qualifications for those contracts which require PPRB approval:

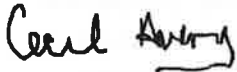
PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES (Required) The prospective contractor represents as a part of such contractor's bid, proposal, or qualifications that such contract has/has not (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

**Remedy**

SLICE request that the PPRB finds the bid acceptable and approved the contracts award.

Atch 1

1. Protest and Denial with Exhibits



Cecil Avery, CEO  
SLICE





MISSISSIPPI STATE DEPARTMENT OF HEALTH

TRANSMITTED BY E-MAIL AND U.S. MAIL

January 12, 2021

Cecil Avery  
Security Logistics Intelligence Construction Engineering Company  
1319 5<sup>th</sup> Ave. #304  
Moline, IL 61265  
[cavery@dcid63.com](mailto:cavery@dcid63.com)

Re: Response to Protest regarding Rejection and Award Courier Service  
RFx 3160003534 ("IFB")

Dear Mr. Avery:

The Mississippi State Department of Health (MSDH) is in receipt of your undated protest received January 30, 2020. After consideration thereof as well as the relevant facts and circumstances, MSDH denies your protest and would show the following in support thereof.

#### **STATEMENT OF RELEVANT FACTS**

On October 1, 2020, MSDH issued RFx 3160003534 IFB for Courier Services. Two bids were received, one from Douglas, Inc., and the other from Security Logistics Intelligence Construction Engineering Company (SLICE). Upon review of each bid, it was determined that SLICE submitted an incomplete bid package. The bid was determined to be nonresponsive and a Notice of Rejection and Notice of Intent to Award were sent to SLICE by certified mail. The certified mail was returned unaccepted.

Upon further review, it was determined that Douglas, Inc., also had failed to correctly complete portions of its bid. Specifically, Douglas did not sign Attachment A, *Bid Coversheet*, and had possibly incorrectly completed the *Prospective Contractor's Representation Regarding Contingent Fees*. Faced the prospect of not having a contract for courier services in place at the expiration of the existing contract (January 31, 2021), MSDH determined that, instead of cancelling the solicitation, it would be in the best interest of the State to grant each vendor an opportunity to make their respective corrections and resubmit their bids. The current contract has been extended and will terminate on February 28, 2021.

On December 17, 2020, MSDH sent an email to each vendor detailing the mistakes in their bid packages and provided each vendor with specific instructions on how to correct their bids. Each bidder was told to submit their corrections by close of business December 23, 2020. See Emails to each bidder dated December 17, 2020.

Douglas was advised to make the following corrections:

1. Sign Attachment A, *Bid Coversheet*; and
2. Please review your answers and make any necessary corrections on Attachment D. Circle the correctly completed *Prospective Contractor's Representation Regarding Contingent Fees*, paragraph of Attachment D, *Certifications and Assurances*.

(See Email to Douglas, Inc. attached hereto)

SLICE was advised to make the following corrections:

1. Sign Attachment A, *Bid Coversheet*.
2. Sign Attachment B, *Bid Form*.
3. Complete Name/Title, Signature/Date and answer all four questions on Attachment D, *Certifications and Assurances*; and
4. Submit a signed *Acknowledgment of Amendment #1*.

(See Email to SLICE attached hereto)

In response, Douglas timely submitted its corrections as requested. SLICE resubmitted signed copies of the documents as requested, but neglected to answer the questions on Attachment D, *Certifications and Assurances* as instructed. Again, SLICE was issued a Notice of Rejection for being nonresponsive and a Notice of Intent to Award was issued for Douglas, who upon submission of its corrections was found to be responsive and then responsible.

Aggrieved, SLICE has filed a Protest challenging the rejection of its bid as nonresponsive, as well as the Intent to Award the contract to Douglas, Inc. In support of its protest, SLICE argues:

1. Completing and signing Attachment D, *Certifications and Assurances*, was not required by the IFB or the procurement manual and was not necessary because it is a duplication of the certification requirement in Attachment B, *Bid Form*; and
2. Since completing Attachment D was not required and is duplicative of Attachment B, failure to complete and sign Attachment D should be waived.

SLICE's assertions are both incorrect and it is in the best interest of the State to award to the vendor which proved to be both responsive and was deemed responsible.

## DISCUSSION

1. Completion of Attachment D is a mandatory requirement of the bid and OPSCR Rules and Regulations.

Throughout its Protest, SLICE argues that completing Attachment D, *Certifications and Assurances* was not necessary, redundant and duplicative. To the contrary, the completion of Attachment D, is mandatory and a required element of the IFB in accordance with Rule 6-205 of the OPSCR Rules and Regulations. The first sentence of Attachment D clearly states,

“I/We make the following certifications and assurances as a ***required element of the bid to which it is attached***, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) ***by circling the applicable word or words in each paragraph below***.” (Emphasis added).

MSDH again, in the Note just below the signature line, further emphasized the importance of completing certifications and assurances and warned SLICE that failure to circle the appropriate word or words could cause the bid to be rejected. The Note reads:

*“Please be sure to circle the applicable word or words provided above. Failure to circle the applicable word or words and/or to sign the bid form may result in the bid being rejected as nonresponsive.”*

The IFB could not have been clearer; completion of the certifications and assurances found in Attachment D, is required.

SLICE further argues that any requirement to agree to the certifications and assurances that it failed to complete as required on Attachment D, are incorporated and agreed to by signing the Attachment B, *Bid Form*. The Bid Form, in relevant part, states that the individual signing on behalf of the company has the authority to do so, has read and understands the IFB, and meets all requirements and acknowledgments and certifications contained in the IFB and the attachments. See *Bid Form* attached hereto. SLICE argues that Attachment D is therefore redundant, duplicative, and amounts to a, “how many times you want me to do it” rationale. See SLICE Protest, page 3. This argument is also incorrect.

OSPCR Rules and Regulations specifically require the bidder to complete and submit, as a part of the bid, the *Prospective Contractor's Representation Regarding Contingent Fees*. Specifically, OSPSCR Rule 6-205 *Solicitation Clause*, states that every solicitation for a service **shall** conspicuously set forth the Prospective Contractor's Representation Regarding Contingent Fees clause, “to be completed and submitted with every prospective contractor's bid.” In accordance with the OSPSCR Rules and Regulations, this is an act the bidder must complete and cannot be incorporated by reference in another attachment. MSDH included this clause as illustrated in Rule 6-205 and required the bidder to circle the applicable words, as illustrated in Rule 6-205. SLICE failed to do so after multiple statements regarding the importance of completing Attachment D and the possibility of having the bid rejected as nonresponsive if it failed to do so.

SLICE, again, failed to complete and submit Attachment D as required by the IFB and OSPSCR Rules and Regulations, therefore, MSDH's rejection of the bid as nonresponsive was proper.

2. Completing Attachment D was required and is not duplicative of Attachment B, therefore, SLICE's failure to complete and sign Attachment D, for a second time, should not be waived.

As established, SLICE was required to complete Attachment D in accordance with the IFB and OPSCR Rule 6-205, *Solicitation Clause*. In its protest, "SLICE asserts that its bid should be considered for award because *it actually took the certification step into account*, and signed Attachment B acknowledging that no adverse information and no risk in awarding the contract." See *SLICE Protest*, page 3. SLICE admits that it chose to sign Attachment B in lieu of signing Attachment D, which they deemed unnecessary. By doing so, SLICE made another mistake. Now SLICE argues that since it had the lower price MSDH should waive this mistake again as immaterial and award the contract to SLICE. Specifically, SLICE has "required MSDH to take corrective action to accept and award SLICE the courier service contract."

Although price is the primary factor in the IFB process, it is not the only factor. Procurement processes completed in accordance with OPSCR Rules and Regulations and Mississippi law, must also be fair. By failing to complete Attachment D, SLICE made a mistake. OPSCR Rules and Regulations provide guidance regarding mistakes by bidders in OPSCR Rule 3-202.12 *Mistakes in Bids*. OPSCR Rule 3-202.12.1 General Provision, reads as follows:

Correction or withdrawal of a bid because of an inadvertent, nonjudgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system and to assure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected.

Bid correction or withdrawal by reason of a nonjudgmental mistake is permissible, but only to the extent it is not contrary to the interest of the State or the fair treatment of other bidders.

In the instant case, MSDH found that both bidders had made mistakes in their bid that could be waived without any prejudice to the other bidder, and that it was in the best interest of the State to allow both bidders to correct their respective error because the current MSDH courier service contract is scheduled to expire soon. MSDH provided specific instructions to each bidder on how to correct their respective errors and resubmit the corrections to MSDH for consideration. Douglas, Inc., corrected its errors and resubmitted its bid documents. SLICE failed to complete the required certifications and assurances as instructed. Now, SLICE "requires" MSDH to give it a third opportunity to submit a correct and complete bid.

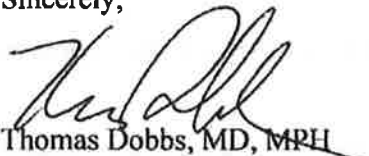
## DECISION

SLICE, by its own admission, decided that Attachment D was duplicative, redundant, was not necessary to complete, and in the alternative signed Attachment B only. This determination was incorrect and an error in judgment that cannot be corrected. To allow SLICE a third opportunity to submit its bid is unfair to the other bidder and would violate the integrity of this competition. Additionally, further delay in awarding the contract to a responsive and responsible bidder is not in the best interest of the State. Courier service is essential to MSDH day to day operations. This is especially true now amid the COVID-19 pandemic. Further, any bidder's inability or refusal to follow basic instructions in completing a bid raises concerns regarding vendor responsibility.

For these reasons, the protest submitted by SLICE is DENIED.

In accordance with OPSCR Rule 7-112.04 *Right to Appeal*, you may appeal this decision to the Public Procurement Review Board within seven (7) calendar days of receipt of this Protest Decision. Any appeal of this decision must follow OPSCR Rule 7-112 *Protest of Solicitations and Awards* found at <https://www.dfa.ms.gov/media/9413/pprb-opscr-rules-and-regulations-effective-01182020.pdf>.

Sincerely,



Thomas Dobbs, MD, MPH  
State Health Officer  
Mississippi State Department of Health

cc: Billy Williams, Douglas, Inc.  
Brittney Thompson, Director, OPSCR

**Nelson, Johnny**

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**From:** Nelson, Johnny  
**Sent:** Thursday, December 17, 2020 10:43 AM  
**To:** cavery@dcid63.com  
**Cc:** Dotson, Jennifer; Pearson, Kevin  
**Subject:** Rfx 3160003534 MSDH Courier Service  
**Attachments:** Pages from Rfx 3160003534 for Correction.pdf

Mr. Avery, morning, we are e-mailing concerning the bid your company submitted to our agency in response to Rfx 3160003534 MSDH Courier Service.

There were no signatures in any of the required areas and a form that was not completed. We are offering your company an opportunity to correct all of these issues/items and email a corrected copy back to us for further review.

Deadline for receipt of corrected items/information is by Close of Business, Wednesday, December 23, 2020. Electronic signatures are allowed.

Please acknowledge receipt of this email.

**Items Needed:**

Page 18 - Attachment A - Signature Needed

Page 21 - Attachment B-Page 2 - Signature Needed

Page 24 - Attachment D - Name/Title, Signature/Date and answers to all four questions are Needed

Signed Copy of Amendment #1 to this Rfx, Dated October 6, 2020

Thank you for your interest in this procurement.

Johnny Nelson  
MSDH/Support Service  
601-576-7557

## **Nelson, Johnny**

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**From:** Nelson, Johnny  
**Sent:** Thursday, December 17, 2020 11:55 AM  
**To:** Billy Williams  
**Cc:** Dotson, Jennifer; Pearson, Kevin; Funches, Teselyn  
**Subject:** W: Attached Image  
**Attachments:** 4636\_001.pdf

Mr. Williams, morning, we are e-mailing concerning the bid your company submitted to our agency in response to RFX 3160003534 MSDH Courier Service. Since the posting of our preliminary award notice, a couple of items in your response have been brought to our attention and need to be addressed.

There is one missing required signature and one form that was not completed correctly. We are offering your company an opportunity to correct all of these issues/items and e-mail a corrected copy back to us for additional review.

Deadline for receipt of corrected items/information is by Close of Business, Wednesday, December 23, 2020. Electronic signatures are allowed.

Please acknowledge receipt of this e-mail.

### **Items Needed:**

Page 18 – Attachment A – Signature Needed

Page 23 – Attachment D – Please Review Your Answers and Make Any Necessary Corrections

Thank you for your interest in this procurement.

Johnny Nelson  
MSDH/Support Services  
601-576-7557

**From:** DOH Support Services <copier\_pl3530@msdh.ms.gov>  
**Sent:** Thursday, December 17, 2020 11:39 AM  
**To:** Nelson, Johnny <Johnny.Nelson@msdh.ms.gov>  
**Subject:** Attached Image

Cecil Avery  
Security Logistics Intelligence Construction Engineering Company  
1319 5<sup>th</sup> Ave, #304  
Moline, IL 61265

Jennifer Dotson, Director of Support Services  
Mississippi State Department of Health (MSDH)  
P.O. Box 1700  
Jackson MS. 39215

Protest of Rejection and Award of RFX 3160003534 MSDH Courier Service  
12/24/2020

The MSDH procurement office published Attachment B and Attachment D to RFX 3160003534.

MSDH established communication with SLICE for clarifications on SLICE's bid. See Exhibit 1

MSDH procurement office ruled SLICE bid was assessed as non-responsive based on SLICE not circling 4 have/have not question requested by Attachment D. See Exhibit 2

Attachment D was not a separate, material requirement that required addressing. Nor was it a supplement to the IFB with a different set of requirements, but was a complete duplication of the certification requirement in Attachment B.

The four have(s)/have not(s) that SLICE's bid was rejected for not circling in Attachment D were present in Section 6, Contract Terms and Condition in paragraphs 6.5, Certification of Independent Price Determination, 6.18 Prospective Contractor's Representation Regarding Contingent Fees, 6.19 Representation Regarding Contingent Fees, and 6.20 Representation Regarding Gratuities was incorporated by reference with certification requirement in Attachment B of the IFB that a bidder was required to signify acceptance. SLICE asserted that the bids is responsive since Attachment B met the IFB requirements for all certifications including Attachment D that was contained in the Invitation for Bids, RFX #3160003534. See Exhibit 3

The primary goal of the bid process is to select the offer representing the best value to the government. The MSDH's debrief that SLICE received on 29 Dec 2020 indicates that SLICE has a lower bid than the awardee and hence representation a better value to the government. See Exhibit 4.

SLICE intention and agreement was presented and binding by signing Attachment B without having to navigate elsewhere in the document, or circling any choice in Attachment D which was paramount to acknowledging the same/identical terms and conditions as Attachment B.

Once SLICE completed Attachment B, we were eligible for award, notwithstanding any perceived omission alleged by not completing Attachment D.



There is no authorization in the Mississippi Procurement Law that allows for rejection of bid based on the omission of circling "have/have not" for Attachment D "certifications and assurance (C&A)" when the identical requirement was signed and accepted in Attachment B. "Term and Conditions". See para 3.106.12.4 which does not allow for a bid to be rejected for a minor omission.

The contracting officer having witness that both Attachment B & D were redundant/same requirements, she failed to waive the deficiency as indicated by the "may" wording in the IFB, even though the pricing was advantageous to the State of Mississippi. Circling a word is arguably not helpful when there is signatory indication compliance and agreement to the Section 6 of IFB. The requirement to circle a word has no identification inherently and provided no evidence of agreement the terms and condition of the contract outlined in Section 6 of the IFB. When the term and condition was presented in Section 6 of the IFB, and agreed upon on and signed in Attachment B, all other requirements are mooted.

The the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, RFX #3160003534, per Attachment B. A signature for Attachment B of the IFB signified that bidder accept the terms, the agreement, etc. without continuing to Attachment D.

Execution of Attachment D with respect to bid was not mandatory as the requirement was meet with execution of Attachment B. The language of the solicitation used was "may" result in the bid being rejected for nonresponsive. Using "may" conveys two possible meanings and violates a cardinal rule of be consistent! —and raises the spectre of ambiguity.

The procurement agency failed to treat all offerors equally as the unchecked questions response in the C&A was unnecessary to determine the acceptability of SLICE bid. The argument that not circling the 4 question in Attachment D was the reason SLICE bid was rejected is immaterial when there was no valid requirement to acknowledged and accepted the condition but one time as specified and Attachment B. By executing attachment B, SLICE bid remained in the competitive range regarding price, and compliance when contrasted with the IFB requirements.

The IFB provided no reason why it was essential that bidder sign a duplicate copy of the certification in both Attachment D and B. By signing only Attachment B, SLICE ensured the contracting officer that SLICE had no certain relevant, collateral, and personal knowledge or did not received the help of the contracting officer, or no contract with the State of Mississippi so the assurance circling exercise is more absolution for the procurement teams than it is for a contractor doing business with the agency on a recurring basis. Any contractor that would have violated the procurement manual should be on some sort of list that a contracting officer can use to make a determination that this bidder was ineligible for award based on providing inaccurate answers.

A waiver of the eliminate redundant documentation requirements of Attachment D is warranted for superfluous circling when appropriate consideration was given and documented in Attachment B. SLICE bid was advantageous to the State of Mississippi because of SLICE lower price and there was no mandatory requirement to repeat the acceptance process by circling the have or have not in response to Attachment D.. Neither have the State provided any evidence that by not circling

the have/have not in Attachment D, SLICE did not comply with a requirement of the procurement manual or the IFB. By granting the waiver, the agency eliminates duplicative documentation when clearly the "how many time you want me to do it" rationale is provided.

SLICE bid received clearly indicates we were the lowest bidder and the unchecked 4 questions has either no effect on price, quantity, quality, or delivery of the item bid upon.

The fact is relevant where the solicitation required certifications and assurances self-certifications that are not required by the procurement manual. As a result, the contracting officer is not required to document certification and assurance for each and every invitation to bid.

SLICE asserts that its bid should be considered for award because it actually took the certification step into account, and sign the certification in Attachment B acknowledging that no adverse information and no risk in awarding the contract.

In the debrief, the State procurement office did not provide adequate evaluation or justify why it was in the agency best interest to reject a bid where the offeror signed that he/she accepted all the terms and conditions of the invitation.

SLICE required the MSDH take corrective action to accept and award SLICE the courier service contract.



Cecil Avery, CISO, CISM, CEO  
Security Logistics Intelligence Construction Engineering Company

## Re: RFX 3160003534 MSDH Courier Service

 **From** <cavery@dcid63.com>  
**To** Nelson, Johnny <Johnny.Nelson@msdh.ms.gov>  
**Date** 2020-12-17 13:20

 Pages from RFX 3160003534 for Correction (1).pdf (~268 KB)

On 2020-12-17 11:43, Nelson, Johnny wrote:

Mr. Avery, morning, we are e-mailing concerning the bid your company submitted to our agency in response to RFX 3160003534 MSDH Courier Service.

There were no signatures in any of the required areas and a form that was not completed. We are offering your company an opportunity to correct all of these issues/items and email a corrected copy back to us for further review.

Deadline for receipt of corrected items/information is by Close of Business, Wednesday, December 23, 2020. Electronic signatures are allowed.

Please acknowledge receipt of this email.

Items Needed:

Page 18 - Attachment A - Signature Needed

Page 21 - Attachment B-Page 2 - Signature Needed

Page 24 - Attachment D - Name/Title, Signature/Date and answers to all four questions are Needed

Signed Copy of Amendment #1 to this RFX, Dated October 6, 2020

Thank you for your interest in this procurement.

Johnny Nelson

MSDH/Support Service

601-576-7557

**BID COVERSHEET**

**ATTACHEMENT A**

**REX #3160003534**

**Statewide Courler Services**

**Mississippi State Department of Health**

The MSDH is seeking to establish a contract for statewide courier services for the MSDH. Bids are to be submitted online in MAGIC or by paper submission, on or before October 1, 2020 at 10:30 AM CST.

**PLEASE MARK YOUR ENVELOPE:**

**RFX #3160003534**  
**STATEWIDE COURIER SERVICES FOR MISSISSIPPI STATE DEPARTMENT OF HEALTH**  
**Opening Date: November 02, 2020, 10:30 AM CST**  
**Mississippi State Department of Health**  
**ATTN: Jennifer Dotson**  
**570 E Woodrow Wilson Dr**  
**Sulte 134 Underwood Building**  
**Jackson, MS 39216**

**SEALED BID – DO NOT OPEN**

**Company Name:** Security Logistics Intelligence Construction Engineering Company

**Quoted by:** Cecil Avery

**Signature:** *Cecil Avery*

**Address:** 1319 5<sup>th</sup> Ave, #304

**Moline**  
**(City)**

**Illinois**  
**(State)**

**61265**  
**(Zip Code)**

**Company Representative:** Cecil Avery

**Telephone Number:** 859-250-8739 **Fax Number:** 859-300-3937

**Email Address:** cavery@dcid63.com

<b>FEI/FIN # (if company, corporation, or partnership):</b>	<b>81-4539563</b>
<b>SS# (if individual):</b>	

Mississippi State Department of Health  
 570 E Woodrow Wilson Dr, Jackson MS 39216

BID FORM  
 Attachment B

RFX #3160003534 STATEWIDE COURIER SERVICES FOR MISSISSIPPI STATE DEPARTMENT OF HEALTH

Company	Company Representative	Telephone
Security Logistics Intelligence Construction Engineering Company	Cecil Avery	859-250-8739

The pricing quoted must be inclusive of, but not limited to the following:

- All required equipment and materials
- All required insurance
- All required overhead
- All required profit
- All required transportation
- All required labor
- All required business and professional licenses, permits, fees, etc. (if any)
- Any and all other costs associated with performing the services

The pricing must include ALL associated costs with no additional or hidden fees.

Daily rate for each location from the MS State Department of Health  
 Central Office location to all field locations \$14.48

Daily rate from all field locations to the MS State Department of Health \$14.48  
 Central Office location

MSDH reserves the right to award contract based on either of the following two options:

Option 1 – Total charges for delivery/pickup to/from all Field Locations utilizing a standard five (5) day work week

Option 2 – Total charges for delivery/pickup to/from all Field Locations utilizing number of days of operation per week

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this Invitation for Bids, RFX #3160003534, and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, RFX #3160003534, and the attachments herein;

3. That the company agrees to all provisions of this Invitation for Bids, RFX #3160003534 and the attachments herein;
4. That the company will perform, without delay, the services required at the prices quoted in this Attachment B; and
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Invitation for Bids.

Printed Name: Cecil Avery

Signature/Date: 

1 November 2020

Mississippi State Department of Health  
570 E Woodrow Wilson, Jackson MS 39216

CERIFICATIONS AND ASSURANCES  
Attachment D

RFX #3160003534 Statewide Courler Services for MSDH

I/We make the following certifications and assurances as a required element of the bid to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

**1. REPRESENTATION REGARDING CONTINGENT FEES**

Contractor represents that it **has/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.

**2. REPRESENTATION REGARDING GRATUITIES**

The bidder or Contractor represents that it **has/has not** violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

**3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

The bidder certifies that the prices submitted in response to the solicitation **have/have not** been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate price.

**4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**

The prospective Contractor represents as a part of such Contractor's bid that such Contractor **has/has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Name/Title: Cecil Avery, CEO

Signature/Date: Cecil Avery

**Note: Please be sure to circle the applicable word or words provided above. Failure to circle the applicable word or words and/or to sign the bid form may result in the bid being rejected as nonresponsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.**



**MISSISSIPPI STATE DEPARTMENT OF HEALTH**

October 06, 2020

**MEMORANDUM**

To: **Prospective Bidders**

FROM: **Jennifer Dotson, Director  
Support Services**

A handwritten signature in black ink, appearing to read "JD", located to the right of the "FROM:" field.

**AMENDMENT #1 TO Statewide Courier Service IFB-RFx 3160003534**

This correspondence is to make changes/corrections to the Mississippi State Department of Health Statewide Courier Service Invitation for Bid as follows:

**Pg. 4, Section 1 General Instructions, 1.1.1 Timeline**

**Anticipated Post-Award Debriefing Request Date changed to - November 09, 2020 5:00 PM CST**

**Post Award Debriefing Held By Date changed to - November 12, 2020 5:00 PM CST**

**Protest Deadline Date changed to - November 12, 2020 5:00 PM CST**

**Pg. 10, Section 5 Post-Award, 5.2 Protest of Award**

**Time/Dates of 5:00 p.m., October 26, 2020 have been changed to 5:00 p.m., November 12, 2020**

Enclosed are Revised Pg. 4, 10/06/2020 and Revised Pg. 10, 10/06/2020. Please replace Pg. 4 and Pg. 10 of the original IFB packet with these pages.

Please sign and include a copy of this amendment with your bid submission.

A handwritten signature in black ink, appearing to read "Cecil Avery", located at the bottom of the page.



**SECTION 1**

**GENERAL INSTRUCTIONS**

**1.1 Bid Acceptance Period**

The original and two (2) copies of the bid form, three (3) copies total, shall be signed and submitted in a sealed envelope or package to 570 East Woodrow Wilson Dr, Jackson, MS 39216, no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by the Mississippi State Department of Health (MSDH). Each page of the **BID FORM (Attachment B)** and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. The MSDH reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the MSDH may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

Sealed bids will be considered if they are delivered electronically through the MAGIC system by the time and date set for receipt of bids.

**1.1.1 Timeline**

Invitation for Bid (IFB) Issue Date:	October 1, 2020, 8 AM CST
Questions to MSDH:	October 16, 2020, 5:00 PM CST
Anticipated Posting of Written Answers to Questions:	October 20, 2020, 5:00 PM CST
Bid Package Submission Deadline/Opening:	November 2, 2020, 10:30 AM CST
Anticipated Notice of Intent to Award:	November 4, 2020, 5:00 PM CST
Anticipated Post-Award Debriefing Request Date:	November 09, 2020, 5:00 PM CST
Post Award Debriefing Held By Date:	November 12, 2020, 5:00 PM CST
Protest Deadline Date:	November 12, 2020, 5:00 PM CST

**1.1.2 Late Submissions**

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth (5<sup>th</sup>) calendar day before the date specified for receipt of bids. It must be determined by the MSDH that the late receipt was due solely to mishandling by the MSDH after receipt at the specified address.

The only acceptable evidence to establish the date of mailing of a late bid is the U. S.

**Revised Pg. 10, 10/06/2020**  
**SECTION 5**  
**POST-AWARD**

**5.1 Post-Award Vendor Debriefing**

A bidder, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Director of the MSDH within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request. If a bidder prefers to have legal representation present, the bidder must notify the Director of the MSDH in writing and identify its attorney by name, address, and telephone number. The MSDH will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114, Post Award Vendor Debriefing, of the *Office of Personal Service Contract Review Rules and Regulations*.

**5.2 Protest of Award**

Any actual or prospective bidder or contractor who is aggrieved in connection with this solicitation or the outcome of the Invitation for Bids may file a protest with the Bid Coordinator, Jennifer Dotson. The protest shall be submitted on or before 5:00 p.m., November 12, 2020, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the bidder or an individual authorized to sign contracts on behalf of the protesting bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting bidder must provide facts and evidence to support the protest. A protest is considered filed when received by the Bid Coordinator, Jennifer Dotson, via either U.S. mail, postage prepaid, or personal delivery. Protests filed after 5:00 p.m., November 12, 2020 will not be considered.

**5.3 Mississippi Contract/Procurement Opportunity Search Portal**

This Invitation for Bids, and the questions and answers concerning this Invitation for Bids, are posted on the Contract/Procurement Opportunity Search Portal.

**5.4 Attachments**

The attachments to this Invitation for Bids are made a part of this Invitation for Bids as if copied herein in words and figures.

**SECTION 6**  
**CONTRACT TERMS AND CONDITIONS**

**6.1 Acknowledgment of Amendments.** Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by



MISSISSIPPI STATE DEPARTMENT OF HEALTH

**Notice of Rejection**

December 23, 2020

<b>Procurement Type and Number</b>	IFB RFX #3160003534
<b>Procurement Title</b>	[REDACTED]
<b>Opening Date and Time</b>	November 2, 2020 10:30 AM CST

Security/Logistics/Intelligence/Construction/Engineering Company  
Attn.: Cecil Avery  
1319 5<sup>th</sup> Ave. #304  
Moline, Illinois 61265

Dear Cecil Avery,

Thank you for the recent response to the solicitation referenced above. Regrettably, your response has been rejected for the following reason(s):

- Attachment D CERTIFICATIONS AND ASSURANCES was not completed.
  - Attachment D was submitted on \_\_\_November 2, 2020 incomplete and unsigned.
  - Attachment D was submitted on December 17, 2020 signed, but incomplete.

As noted on Attachment D, the stated certifications and assurances are a required element of the bid and failure to circle the applicable word or words regarding each stated certification or assurance could result in the bid being rejected as nonresponsive.

The rejected response(s) will be retained in the procurement file.

We appreciate your interest in doing business with the Mississippi State Department.

Sincerely,  
  
Jennifer Dotson  
Chief Procurement Officer  
Mississippi State Department of Health

**Notice of Intent to Award**

December 23, 2020

<b>Procurement Type and Number</b>	RFX # 3160003534
<b>Procurement Title</b>	Statewide Courier Service
<b>Opening Date and Time</b>	November 2, 2020, 10:30 AM CST

The following vendors submitted responses to the above solicitation:

- Douglas, Inc., Jackson, MS
- Security Logistics Intelligence Construction Engineering Company, Moline, Illinois

The following SLICE Company was determined non-responsive and/or non-responsible and has been notified separately of the reason(s) therefor:

- Security Logistics Intelligence Construction Engineering Company  
1319 5<sup>th</sup> Avenue # 304  
Moline, Illinois 61265

Responses were evaluated according to the criteria stated in the solicitation. We announce our intent to award a contract to the following vendor upon approval by the Public Procurement Review Board:

- Douglas Inc  
4225 Industrial Drive  
Jackson, MS 39209

We would like to thank each vendor for your time and efforts in preparing a response to this solicitation.

We invite you to contact Jennifer Dotson, Director of Support Services if you would like to request a post-award vendor debriefing where we can share with you any applicable information about your response including significant weaknesses or deficiencies, technical ratings, and overall ranking specific to your company's response. This debriefing is a meeting and not a hearing; therefore, legal representation is not required. However, if you prefer to have legal representation present, you must provide notification prior to the scheduled meeting so that we can also have legal representation present. Your request for debriefing must be received within three (3) business days after the issuance of this notice or no later than 12/30/2020.

Vendors are reminded that any protests of this decision must be submitted to Jennifer Dotson, Director of Support Services within seven (7) calendar days after the issuance of this notice or no later than 12/30/2020. The protest must be in writing, identify the name and address of the protestor, provide appropriate identification of the procurement and resulting contract number

(if known), and detail the nature of the protest, including available supporting exhibits, evidence, or documents to substantiate any claims.

The successful vendor is instructed not to begin work, purchase materials, or enter into subcontracts relating to the project or services until execution of the contract.

We appreciate your interest in doing business with the State of Mississippi.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer Dotson", written in a cursive style.

Jennifer Dotson, Director of Support Services  
Mississippi State Department of Health  
Po Box 1700  
Jackson, MS 39215  
Phone: 601-576-7627  
Fax: 601-576-7849  
Email: [Jennifer.Dotson@msdh.ms.gov](mailto:Jennifer.Dotson@msdh.ms.gov)



MISSISSIPPI STATE DEPARTMENT OF HEALTH

**Analysis of IFB RFX #316003534**

**Statewide Courier Service**

**We only received two bids/responses for this service.**

**Douglas, Inc. and Security Logistics Intelligence Construction Engineering Company were the two vendors that applied. In reviewing the bids, we found that SLICE was non-responsive. We consulted with Legal Department and the determination was made we had only one bid to evaluate. Douglas has the current contract so there was not a need to check references and all documentation is correct.**

**Based on this review, it was determined to issue a Notice of Intent to award to Douglas, Inc.**

*JSD*  
*12/23/20*



MISSISSIPPI STATE DEPARTMENT OF HEALTH

### Vendor Debriefing Report

**Date:** December 29, 2020

**Name of Solicitation:** RFx 3160003534 Statewide Courier Services

**Name of Bidder:** Security Logistics Intelligence Construction Engineering Company

<b>Bidder's price:</b>	Co- Field	\$14.48
	Field Co	\$14.48

<b>Successful vendor's total price:</b>	Co- Field	\$14.95
	Field Co	\$14.95

**Bidder's significant weaknesses an/d/or defcliciencies in vendor's bid:**

- Weakness: Some of the bid weaknesses and/or deficiencies included:
  - Did not submit a complete bid packet
  - Did not submit Addendum with Initial bid packet
  - Did not sign all submission documents upon initial bid submission
  - Did not complete certifications and declaration page in initial bid submission
  - Failed to correct errors as advised in email detailing bid errors and what was needed to correct the bid submission

**Rationale for Award:** The award was made to the responsive responsible vendor.

**SECTION 6 CONTRACT TERMS AND CONDITIONS**

**6.5 Certification of Independent Price Determination.** The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

**6.18 Prospective Contractor's Representation Regarding Contingent Fees.** The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

**6.19 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.

**6.20 Representation Regarding Gratuities.** The bidder, offeror, or 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 Review Rules and Regulations.



# **MSDH Response**

**February 1, 2021**

**MISSISSIPPI PUBLIC PROCUREMENT REVIEW BOARD**

**IN RE PROTEST OF RFX 3160003534**

**SECURITY LOGISTICS INTELLIGENCE CONSTRUCTION  
ENGINEERING COMPANY (SLICE)**

**APPELLANT**

**MISSISSIPPI STATE DEPARTMENT OF HEALTH  
(MSDH)**

**RESPONDENT**

**RESPONSE OF MSDH**

COMES NOW, the Mississippi State Department of Health (“MSDH”) and responds to the protest filed by Security Logistics Intelligence Construction Engineering Company (“SLICE”) as a result of the MSDH’s rejection of the bid submitted by SLICE as nonresponsive and the intent to award the contract to Douglas, Inc. (“Douglas”). MSDH incorporates its previous finding and would further respond as follows:

**I. STATEMENT OF FACTS**

On October 1, 2020, MSDH issued RFX 3160003534 IFB for Courier Services (“IFB”). Two bids were received, one from Douglas, Inc., and the other from Security Logistics Intelligence Construction Engineering Company (SLICE). Upon review of each bid, it was determined that both parties submitted incomplete bids. Each was provided instructions on how to complete their bid and resubmit it for considerations. (*See Exhibit A* Emails to each bidder dated December 17, 2020). Douglas timely submitted its corrections as requested. SLICE resubmitted signed copies of the documents as requested, but neglected to answer the questions on Attachment D, *Certifications and Assurances* as instructed. (*See Attachment D attached hereto as Exhibit B*) and was issued a second Notice of Rejection for being nonresponsive. A Notice of Intent to Award was issued for Douglas, the bidder found to be responsive and responsible.

Aggrieved, SLICE filed a Protest challenging the rejection of its bid as nonresponsive, as well as the Intent to Award the contract to Douglas, Inc. In support of its protest, SLICE argued:

1. Completing and signing Attachment D, *Certifications and Assurances*, was not required by the IFB or the procurement manual and was not necessary because it is a duplication of the certification requirement in Attachment B, *Bid Form*; and
2. Since completing Attachment D was not required and is duplicative of Attachment B, failure to complete and sign Attachment D should be waived.

Upon review and consideration, MSDH determined that SLICE had failed to submit corrected and complete documents as requested and that its failure to do so was a mistake that could not be waived without being unfair to the other bidder and denied its Protest. MSDH further determined that considering the importance of courier services to the MSDH day to day operations, that it was in the best interest of the State to award to the responsive and responsible bidder, Douglas, Inc.

SLICE furthered its appeal to this body. SLICE argues that MSDH improperly modified OPSCR required clauses and improperly required SLICE to restate its compliance with IFB requirements by requiring it to circle a word or words in the modified clauses. SLICE further requests this body to find its bid acceptable and approve it for contract award.

## **II. ARGUMENT**

### **A. MSDH did not violate OPSCR Rules and Regulations by requiring SLICE to complete and sign Attachment D the Certifications and Assurances page.**

SLICE argues that it should not be required to complete a certifications and assurances page because clauses are found in Attachment B and that by requiring him to complete the Certifications and Assurances in Attachment D, MSDH has violated OPSCR Rules and Regulations by modifying various clauses and failing to conspicuously set forth these clauses in the solicitation package. Each of these clauses has been included in the solicitation package and the proposed contract language as required. SLICE infers that by including the clauses on the certifications and assurances page and adding language requiring him to circle words to affirm/deny the language, MSDH has violated OPSCR Rules. To the contrary, OPSCR Rules allow MSDH to require separate signature and there is no express prohibition against requiring a vendor to complete a certification and assurances page as required by MSDH. (*See Rule 3-702.02*, attached hereto in *Exhibit C*).

By requiring the vendor to complete Attachment D, MSDH ensures that the vendor has consciously considered and responded to these important required clauses. Regarding the Contingent Fees clause, OPSCR Rule 6-205.04 says that each solicitation shall set forth the provision *to be completed and submitted with every prospective contractor's bid*. Further, the Rule 6-205.05 states that *any prospective contractor who completes the clause set forth in Section 6-205.04 in the affirmative* and is the successful bidder shall submit additional information regarding the person or organization retained to assist in securing the contract. By requiring the SLICE to specifically affirm or deny whether it retained any person or organization to help it secure the pending contract MSDH was able to determine whether it needed to inquire further and collect the information required in OPSCR Rule 6-205.05. (See Rules 6-205.04 and 6-205.05, attached hereto in *Exhibit C*). (Emphasis added).

The note at the bottom off Attachment D clearly states that failure to complete this form by circling the appropriate response could result in the bid being rejected. (See Attachment D attached hereto as *Exhibit B*). SLICE failed to complete Attachment D upon its initial submission. MSDH provided SLICE specific instructions regarding how to complete Attachment D and resubmit its bid a second time for further consideration. SLLICE failed to complete the page as required. The bid was properly rejected.

**B. If this body finds the bid should not have been rejected, SLICE is not automatically entitled to award as requested.**

SLICE argues that it is entitled to award because it is the lowest bidder. This assertion is incorrect. MSDH determined that it would be unfair to allow SLICE a third opportunity to submit a complete bid and did not continue with its evaluation of the bid. Douglas, the only other bidder, submitted a complete bid package. MSDH continued its evaluation of the Douglas bid package and determined that Douglas was responsive and responsible. As a result, Douglas was issued an intent to award letter. If it is determined that MSDH improperly rejected SLICE's bid, the Board should require MSDH to complete the evaluation of its bid package for responsiveness and responsibility.

### **III. CONCLUSION**

After receiving only two bids it was determined that each bid submitted was flawed. Recognizing the need to have uninterrupted courier services, particularly in the midst of the

COVID 19 pandemic, MSDH exercised its option to allow each party to correct the errors and resubmit the bid. To ensure that each party fully understood what needed to be done to have a complete bid, MSDH provided explicit, yet simple instructions explaining how to correct the errors. SLICE determined that it was not necessary to comply with those instructions. Again, considering what was in the best interest of state, MSDH again rejected the bid. It would be unfair and would cloud this procurement process to allow a vendor a third opportunity to correct its bid at the expense of bidders that complied with the request. It is in the best interest of MSDH and the state of Mississippi to award this contract to the responsive and responsible vendor thereby preventing any break in courier services during this health emergency.

RESPECTFULLY SUBMITTED, this the 1<sup>st</sup> day of February 2021.

THE MISSISSIPPI STATE DEPARTMENT OF HEALTH

BY: /S/ LaTeshya Martin

LaTeshya Martin, Esquire

**MISSISSIPPI STATE DEPARTMENT OF HEALTH**

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**MISSISSIPPI PUBLIC PROCUREMENT REVIEW BOARD**

**IN RE PROTEST OF RFx 316003534**

**SECURITY LOGISTICS INTELLIGENCE CONSTRUCTION  
ENGINEERING COMPANY (SLICE)**

**APPELLANT**

**MISSISSIPPI STATE DEPARTMENT OF HEALTH  
(MSDH)**

**RESPONDENT**

**EXHIBIT A**

**Nelson, Johnny**

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**From:** Nelson, Johnny  
**Sent:** Thursday, December 17, 2020 10:43 AM  
**To:** cavery@dcid63.com  
**Cc:** Dotson, Jennifer; Pearson, Kevin  
**Subject:** Rfx 3160003534 MSDH Courier Service  
**Attachments:** Pages from Rfx 3160003534 for Correction.pdf

Mr. Avery, morning, we are e-mailing concerning the bid your company submitted to our agency in response to Rfx 3160003534 MSDH Courier Service.

There were no signatures in any of the required areas and a form that was not completed. We are offering your company an opportunity to correct all of these issues/items and email a corrected copy back to us for further review.

Deadline for receipt of corrected items/information is by Close of Business, Wednesday, December 23, 2020. Electronic signatures are allowed.

Please acknowledge receipt of this email.

**Items Needed:**

Page 18 - Attachment A - Signature Needed

Page 21 - Attachment B-Page 2 - Signature Needed

Page 24 - Attachment D - Name/Title, Signature/Date and answers to all four questions are Needed  
Signed Copy of Amendment #1 to this Rfx, Dated October 6, 2020

Thank you for your interest in this procurement.

Johnny Nelson  
MSDH/Support Service  
601-576-7557

## **Nelson, Johnny**

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**From:** Nelson, Johnny  
**Sent:** Thursday, December 17, 2020 11:55 AM  
**To:** Billy Williams  
**Cc:** Dotson, Jennifer; Pearson, Kevin; Funches, Teselyn  
**Subject:** W: Attached Image  
**Attachments:** 4636\_001.pdf

Mr. Williams, morning, we are e-mailing concerning the bid your company submitted to our agency in response to RFX 3160003534 MSDH Courier Service. Since the posting of our preliminary award notice, a couple of items in your response have been brought to our attention and need to be addressed.

There is one missing required signature and one form that was not completed correctly. We are offering your company an opportunity to correct all of these issues/items and e-mail a corrected copy back to us for additional review.

Deadline for receipt of corrected items/information is by Close of Business, Wednesday, December 23, 2020. Electronic signatures are allowed.

Please acknowledge receipt of this e-mail.

Items Needed:

Page 18 – Attachment A – Signature Needed

Page 23 – Attachment D – Please Review Your Answers and Make Any Necessary Corrections

Thank you for your interest in this procurement.

Johnny Nelson  
MSDH/Support Services  
601-576-7557

**From:** DOH Support Services <copier\_pl3530@msdh.ms.gov>  
**Sent:** Thursday, December 17, 2020 11:39 AM  
**To:** Nelson, Johnny <Johnny.Nelson@msdh.ms.gov>  
**Subject:** Attached Image



**MISSISSIPPI PUBLIC PROCUREMENT REVIEW BOARD**

**IN RE PROTEST OF RFx 3160003534**

**SECURITY LOGISTICS INTELLIGENCE CONSTRUCTION  
ENGINEERING COMPANY (SLICE)**

**APPELLANT**

**MISSISSIPPI STATE DEPARTMENT OF HEALTH  
(MSDH)**

**RESPONDENT**

**EXHIBIT B**

RFX #3160003534 Statewide Courier Services for MSDH

I/We make the following certifications and assurances as a required element of the bid to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

**1. REPRESENTATION REGARDING CONTINGENT FEES**

Contractor represents that it **has/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.

**2. REPRESENTATION REGARDING GRATUITIES**

The bidder or Contractor represents that it **has/has not** violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

**3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

The bidder certifies that the prices submitted in response to the solicitation **have/have not** been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate price.

**4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**

The prospective Contractor represents as a part of such Contractor's bid that such Contractor **has/has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Name/Title: Cecil Avery, CEO

Signature/Date: Cecil Avery

**Note: Please be sure to circle the applicable word or words provided above. Failure to circle the applicable word or words and/or to sign the bid form may result in the bid being rejected as nonresponsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.**

**MISSISSIPPI PUBLIC PROCUREMENT REVIEW BOARD**

**IN RE PROTEST OF RFx 3160003534**

**SECURITY LOGISTICS INTELLIGENCE CONSTRUCTION  
ENGINEERING COMPANY (SLICE)**

**APPELLANT**

**MISSISSIPPI STATE DEPARTMENT OF HEALTH  
(MSDH)**

**RESPONDENT**

**EXHIBIT C**

### **3-702.01 Anti-Competitive Practices**

For the purposes of this section, an anti-competitive practice is a practice among bidders or offerors which reduces or eliminates competition or restrains trade. An anti-competitive practice can result from an agreement or understanding among competitors to restrain trade such as submitting collusive bids, proposals, or qualifications or result from illicit business actions which have the effect of restraining trade, such as controlling the resale price of products or an improper collective refusal to bid. Indications of suspected anti-competitive practices include, but are not limited to, identical bids, proposals, or qualifications, rotated low bids or proposals, sharing of the business, "tie-in" sales, resale price maintenance, and group boycotts.

*Note:* Bidders or offerors are prohibited by federal and Mississippi law from collectively responding to a solicitation in a manner that controls directly or indirectly the price of a supply, service, or construction item sought. Mississippi Code Annotated § 75-21-15. This prohibition may extend to such actions establishing any of the following: minimum or maximum prices; uniform list prices; uniform credit terms; uniform discounts; uniform costs and mark-ups; uniform trade-in allowances; specified price differentials between varying grades of the same product, price ranges, price scales or price calculation formulas; and, minimum fee schedules.

### **3-702.02 Independent Price Determination**

Every solicitation shall provide that by submitting a bid, offer, or qualifications, the bidder or offeror certifies that the price submitted was independently arrived at without collusion. The agency may require the signing of a separate form which certifies that the price in the bid or offer was arrived at independently.

### **3-702.03 Detection of Anti-Competitive Practices**

In order to assist in ascertaining whether or not an anti-competitive practice may have occurred or may be occurring, the Chief Procurement Officer should be alert and sensitive to conditions of the market place and will often find it necessary to study past procurements including, as appropriate, the following:

- (a) a study of the bidding history of a commodity or service over a period of time sufficient to determine any significant bidding patterns or changes;
- (b) a review of similar Mississippi contract awards over a period of time; and,
- (c) consultation with outside sources of information, such as bidders or offerors who have competed for similar Mississippi businesses in the past but who are no longer competing for such business.

matter, and in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, action to influence the content of any specification or procurement standard, rendering of advice, investigation, auditing, or other advisory capacity to constitute a breach.

#### **6-204.01.2 Family**

This prohibition extends to the giving of gratuities to anyone on the state employee's or former state employee's behalf such as a member of that employee's immediate family.

#### **6-204.02 When Prohibition Against Gratuities Not Applicable**

Section 6-204 (Gratuities) does not prohibit:

- (a) the solicitation or acceptance of anything of monetary value from a friend, parent, spouse, child, or other close relative when the circumstances make it clear that the motivation for the transaction is unrelated to any procurement or program requirement with the State and is based upon a personal or family relationship;
- (b) the participation in the activities of, or the acceptance of an award for, a meritorious public contribution or achievement from a charitable, religious, professional, social or fraternal organization, or from a nonprofit educational, recreational, public service, or civic organization;
- (c) acceptance only on current customary terms of finance of a loan from a bank or other financial institution for proper and usual activities of state employees, such as home mortgage loans; or,
- (d) acceptance of unsolicited advertising products or promotional material, such as pens, pencils, note pads, calendars, and other such items.

#### **6-204.03 Contract Clause**

The following clause shall be conspicuously set forth in every contract and solicitation therefore requiring Public Procurement Review Board approval:

##### ***REPRESENTATION REGARDING GRATUITIES (Required)***

*The bidder or offeror, or 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 Review Rules and Regulations.*

#### **6-205 PROHIBITION AGAINST CONTINGENT FEES**

- (a) **Contingent Fees.** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for

a commission, percentage, brokerage, or contingent fee, unless such an arrangement is fully disclosed in writing.

- (b) **Representation of Contractor.** Every person, before being awarded a state contract, shall represent, in writing, that such person has not retained anyone in violation of subsection (a) of this section. Failure to do so constitutes a breach of ethical standards.
- (c) **Contract Clause.** The representation prescribed in subsection (b) of this section shall be conspicuously set forth in every contract and solicitation therefor.

#### **6-205.01 Influence Peddling**

The prohibition in Section 6-205 (Prohibition Against Contingent Fees) covers influence peddling and particularly that which might occur when a former state official is hired on a contingent basis by a business seeking state contracts.

#### **6-205.02 Relationship of Commercial Selling Business to Prospective Contractor**

The relationship between a bona fide established commercial selling business and the prospective contractor should be characterized by the following:

- (a) the fees charged by the business are commensurate with the nature and extent of the business's services actually rendered to the prospective contractor;
- (b) the business has adequate knowledge of the service of the prospective contractor which it represents to judge whether the item may be able to meet the State's requirements; and,
- (c) the relationship between the business and the prospective contractor is or is contemplated to be continuing.

#### **6-205.03 Improper Influence**

A business employee or a commercial selling business should be conclusively presumed not to be bona fide if the Ethics Commission determines that improper influence has been or is being used to secure a state contract.

#### **6-205.04 Solicitation Clause**

Every solicitation for a service shall conspicuously set forth the following provision to be completed and submitted with every prospective contractor's bid, proposal, or qualifications for those contracts which require PPRB approval:

#### ***PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES (Required)***

*The prospective contractor represents as a part of such contractor's bid, proposal, or qualifications that such contract **has/has not** (use applicable word or words) retained any*

*person or agency on a percentage, commission, or other contingent arrangement to secure this contract.*

#### **6-205.05 Information on Contingent Fees**

Any prospective contractor who has completed the clause set forth in Section 6-205.04 (Solicitation Clause) in the affirmative and is the apparently successful bidder or offeror shall submit the following information:

- (a) the full name and business address of the business or person retained, and the type of business organization;
- (b) the relationship of the business or person to the prospective contractor;
- (c) the terms of the retention agreement or a copy of such agreement;
- (d) if such person is a business employee:
  - (1) the duration of employment;
  - (2) whether that employee is on the contractor's payroll for purposes of social security and federal income tax withholding; and,
  - (3) whether that employee represents other businesses and, if so, the names and addresses of such businesses;
- (e) whether the business or person represents the prospective contractor on:
  - (1) both government and commercial business;
  - (2) only government business; or,
  - (3) only the present contract;
- (f) The extent of the duties of the business or person; and,
- (g) The length of time the business or person has been engaged in a particular type of work and has performed this type of work for the contractor.

#### **6-205.06 Contract Clause**

The following clause shall be conspicuously set forth in every contract and solicitation therefor requiring PPRB approval:

# **SLICE Reply**

**February 2, 2021**



**RECEIVED**

**FEB 02 2021**

**MISSISSIPPI PUBLIC PROCUREMENT REVIEW BOARD** OFFICE OF  
PURCHASING, TRAVEL, AND  
FLEET MANAGEMENT

**IN RE PROTEST OF RFx 3160003534**

**SECURITY LOGISTICS INTELLIGENCE CONSTRUCTION  
ENGINEERING COMPANY (SLICE)**

**APPELLANT**

**MISSISSIPPI STATE DEPARTMENT OF HEALTH  
(MSDH)**

**RESPONDENT**

**RESPONSE TO MSDH ATTORNEY**

**1 Feb 2021**

MSDH attorney has failed to address the significant of the authorized signature by SLICE CEO acknowledging Attachment D, in determining whether MSDH improperly rejected SLICE's bid.

SLICE submitted a properly executed bid, which was signed by a corporate agent whose authority to sign the bid's Attachment D on behalf of the corporation was not questioned. The bid was properly considered for award since the obligation to the agency would not be affected by the absence of circling word(s). The record provided no evidence that the contracting officer determined that the agent was not authorized to sign the bid, Attachment D.

The MSDH attorney has fail to prove or provide evidence that circling a word(s) was a bid requirement that "must be considered" a material part of the IFB. The OPSCR asserts that the bid may be accepted because evidence of signatures and not circling a word(s) which is not an authority to the bid that was furnished after bid closing. See 3-202.12.4.1(b) "sign the bid, but only if the unsigned bid is accompanied by other material indicating the bidder's intent to be bound"

If SLICE signature is found to be satisfactory it would not afford the bidder "two bites at the apple."

**Remedy**

SLICE request that the PPRB finds the bid acceptable and approved the contracts award.

*Cecil Avery*

Cecil Avery, CEO  
SLICE