

MISSISSIPPI STATE DEPARTMENT OF HEALTH
Notice of Proposed Sole Source Purchase #0301-110
RFX # 3150005370

The Mississippi State Department of Health anticipates purchasing the item(s) listed below as a sole source purchase. Anyone objecting to this purchase shall follow the procedures outlined below.

Commodity or commodities to be purchased (make, model, description):

Crossroads Dental Clinics' software and radiograph system is through Patterson Dental. The sensor that is needed must come from Patterson Dental because it is the only sensor that is compatible with the software and laptops, no other sensor will work due to compatibility.

The Schick Intraoral Sensor allows you to quickly view and take images based on your diagnostic needs. It has a dynamic image enhancer that allows you to manipulate the image enhancer to the sharpness level you desire quickly and easily.

The sensor is needed to take radiographs which will allow for a better diagnosis in providing a treatment plan for the patients.

Product List Number	Product Description	# Kits	Product Price (Kit)	Extended Price
71343946	Schick 33 S2 SNSR Start Kit 3.0 USB IN	1	6,534.61	6,554.61

Explanation of the need to be fulfilled by this item(s) and why it is the only one that can meet the specific needs of the department: This will allow the STD clinic to use existing equipment.

Name of company/individual selling the item and why that source is the only possible source that can provide the required item(s): Patterson Dental and using their equipment in clinic.

Estimated cost of item(s) and an explanation why the amount to be expended is considered reasonable:

\$6554.61

Explanation of the efforts taken by the department to determine this is the only source and the efforts used to obtain the best possible price:

This will keep us from purchasing new equipment.

Any person or entity that objects and proposes that the commodity listed is not sole source and can be provided by another person or entity shall submit a written notice to: Jennifer Dotson, Mississippi State Department of Health Purchasing Department, 570 E. Woodrow Wilson, Room 134 Underwood Building, Jackson, MS 39216 or P. O. Box 1700, Jackson, MS 39215-1700.

Responses may be hand delivered, via regular mail, overnight delivery or by e-mail: Jennifer.dotson@msdh.ms.gov . The envelope or e-mail should reference the sole source number.

The notice shall contain a detailed explanation of why the commodity is not a sole source procurement. Appropriate documentation shall also be submitted if applicable. The enclosed form (OSS) may be used if you so desire.

If after a review of the submitted notice and documents, Mississippi State Department of Health determines that the commodity in the proposed sole source request can be provided by another person or entity, then Mississippi State Department of Health will withdraw the sole source request publication from the procurement portal website and submit the procurement of the commodity to an advertised competitive bid or selection process.

If Mississippi State Department of Health determines after review that there is only one (1) source for the required commodity, the Mississippi State Department of Health will appeal to the Public Procurement Review Board. Mississippi State Department of Health will have the burden of proving that the commodity is only provided by one (1) source.

Notices/objections, etc. will be accepted at any time prior to: at January 11 2024, 10:00 a.m. (CST)

Product Proposal 40647148

Confidential

Customer Name:	MISS STATE DEPT OF HEALTH CROSSROADS CLINIC	Branch:	Jackson (D)
Customer Number:	200085859	Territory Rep:	Lamar Ashley
Address:	350 W WOODROW WILSON AVE STE 411B JACKSON MS 39213-7651 US	Email:	LAMAR.ASHLEY@PATTERSONDENTAL.COM
Phone:	(601) 432-3232	Your Specialist:	John Presley
		Email:	JOHN.PRESLEY@PATTERSONDENTAL.COM
		Date Proposed:	12/04/2023
		Quote Good Thru:	02/26/2024

Product#	Vendor	Description	Unit	Qty	Retail Price	Sell Price	Total
71343946	SCHIEQ	SCHICK33 S2 SNSR START KT 3.0 USB IN 6FT	EA	1	\$6,919.00	\$6,543.61	\$6,543.61
200000000	PDC	Installation Labor	HR	1		\$0.00	\$0.00
					Total Retail:		\$6,919.00
					Total Discount:		(\$375.39)
					Subtotal:		\$6,543.61
					Order Total Retail		\$6,919.00
					Order Total Discount		(\$375.39)
					Order Subtotal		\$6,543.61
					Shipping and Handling		\$20.00
					State Tax		\$0.00
					Local Tax		\$0.00
					Purchase Price:		\$6,563.61
					Less Downpayment:		\$0.00
					Balance due on invoice:		\$6,563.61

EQUIPMENT PAYMENT OPTIONS**DOWN PAYMENT**

A 20% down payment is requested at time of order for any equipment purchase over \$10,000.

* Call our Patterson Financial Department at 866.784.8662 to process down payment electronically.

PLEASE NOTE THAT EQUIPMENT PAYMENT IS DUE UPON INVOICE.

PAYMENT OPTIONS | Select One☐ **PATTERSON FINANCING**

Provide the following documentation to your Patterson Representative to start the approval process:

- * Doctor's driver's license
- * Doctor's Social Security Number

☐ **PAY BY CHECK**

- * Call our Patterson Financial Department at 866.784.8662 to process payment electronically.
- * Provide a check to your Patterson Representative to be processed.

☐ **PAY BY EFT OR WIRE Bank Name:**

JP Morgan Chase | 270 Park Ave | New York, NY 10017-2014

Beneficiary Name: Patterson Dental Supply, Inc.

Beneficiary Address: 1031 Mendota Heights Road | St. Paul, MN 55120

Beneficiary Account #: 679513882

Routing # (Used for EFTs): 071000013

ABA# (Used for Wires): 021000021 | SWIFT CODE (Used for Wires): CHASUS33

Provide the below items to your financial institution to reference as part of the wire:

- * Practice name as shown on Patterson invoice
- * Bill-to account number found on Patterson invoice
- * Amount of payment
- * Patterson Invoice number(s)

☐ **OUTSIDE FINANCING** | Please provide the following information at least 30 days prior to installation.

Institution: _____

Contact Name: _____

Email Address: _____

Phone Number: _____

A Patterson representative will contact your financial institution to provide invoices and discuss payment instructions.

☐ **EASY EQUIP (NET 90)**

This can be used on any individual invoice under \$10,000. There can be only one Easy Equip open on an account at a given time. To establish a payment plan please contact our Patterson Financial Department at 866.784.8662.

EQUIPMENT

1. **Risk of Loss; Acceptance; Returns.** Risk of loss to the equipment described in the Order (the "Equipment") passes to Customer upon delivery to Customer. Customer is deemed to accept any Equipment it does not reject by written notice to Patterson and the carrier, if any, within ten (10) days after the Equipment is delivered to Customer. Customer may otherwise return Equipment to Patterson only with Patterson's prior written authorization.
2. **Preparation of Site.** Customer is responsible for all costs of labor, parts and material relating to plumbing, electrical, carpentry, or flooring work, disconnecting or reconnecting old equipment, moving old equipment, voice and data cabling, and all other site preparation costs. Customer is responsible for all costs of parts and material that are not Equipment and are required to install the Equipment. Customer is responsible for removal and disposal of any cardboard boxes, packages or any other materials. Customer assumes responsibility for work performed by persons other than employees of Patterson.
3. **Equipment Compatibility.** Patterson disclaims any responsibility for any computer hardware or other equipment now or later owned by Customer, including but not limited to whether such computer hardware or other equipment is compatible with any other hardware, software or other products purchased from Patterson. Customer is solely responsible for upgrading or replacing any such equipment to ensure its compatibility with any hardware, software or other products purchased from Patterson.
4. **Limited Warranty.**
 - (a) **Labor Warranty.** With respect to Equipment Patterson sells and installs, Patterson shall provide a labor warranty equal to the applicable Equipment manufacturers provided parts warranty up to a maximum of twelve (12) months. During this warranty period, Patterson will, without a labor charge, make reasonable efforts to repair Equipment that fails to operate properly, except when the failure is caused by misuse, including accidental damage, by failure to maintain in accordance with Patterson's recommendations, or as the result of service or modification by anyone other than a service center authorized by Patterson.
 - (b) **THE FOREGOING CONSTITUTE THE SOLE OBLIGATIONS OF PATTERSON WITH RESPECT TO THE EQUIPMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS, EXPRESS OR IMPLIED.** Customer, and not Patterson, is responsible for maintaining and upgrading software to protect computers from malicious intrusion such as viruses, spy-ware and ad-ware. Customer is also responsible for the cost of service related to repairing damage caused by and removing such intrusions. For service calls including software installation and troubleshooting or repair of equipment not covered by warranty, Customer is responsible for the cost of all parts and labor and will pay for labor at Patterson's standard rates.
5. **Disclaimer of Warranty.** EXCEPT FOR THE LIMITED WARRANTIES DESCRIBED ABOVE IN SECTION 4 OF THIS EQUIPMENT SCHEDULE, PATTERSON MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER BY CUSTOMER OF ANY WARRANTY THAT MAY BE PROVIDED BY THE THIRD PARTY MANUFACTURER OF ANY EQUIPMENT, BUT CUSTOMER'S SOLE REMEDY FOR ALLEGED DEFECTS IN THE DESIGN OR MANUFACTURE OF THE EQUIPMENT SHALL BE AGAINST SUCH THIRD PARTY MANUFACTURER.
6. **DISCLAIMER OF LIABILITY.** IN NO EVENT WILL PATTERSON BE LIABLE FOR ANY (A) LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, HOWEVER CAUSED, AND EVEN IF PATTERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (B) CLAIMS MADE AGAINST PATTERSON MORE THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION AROSE. WITHOUT LIMITATION OF THE FOREGOING, PATTERSON SHALL HAVE NO LIABILITY FOR LOSS OF DATA HOWEVER CAUSED AND PATTERSON SHALL HAVE NO LIABILITY FOR DAMAGE CAUSED BY MALICIOUS SOFTWARE, AND WHETHER OR NOT PREVENTED OR PREVENTABLE BY ANTI-VIRUS OR INTRUSION PROTECTION SOFTWARE ACQUIRED FROM PATTERSON.
7. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PATTERSON'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT RELATING TO EQUIPMENT, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE PURCHASE PRICE PAID TO PATTERSON UNDER THIS AGREEMENT FOR SUCH EQUIPMENT.
8. **Data Back-up.** In all circumstances, Customer and not Patterson is responsible for ensuring that its data is accurately backed up for recovery purposes. Patterson shall have no liability for any loss of data arising out of the provision of maintenance and support services to Customer, including losses arising from the installation of upgrades or error corrections provided by Patterson.



PATTERSON DENTAL PROPOSAL

PREPARED FOR
MISS STATE DEPT OF HEALTH

YOUR SPECIALIST:
JOHN PRESLEY
john.presley@pattersondental.com