

MISSISSIPPI STATE DEPARTMENT OF HEALTH
Notice of Proposed Sole Source Purchase #0301- 32
RFx #3150001083

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):

- #70424390 Schick 33 Size 2 Sensor (Qty: 2)
- #70424408 Schick 33 Size 1 Sensor (Qty: 1)
- #70424416 Schick 33 Size 0 Sensor (Qty: 1)
- #70409847 CDR Elite Remote Module (Qty: 3)
- #70409375 USB CAM44 Camera Kit (Qty: 1)
- #56475750 Schick USB CAM Cable (Qty: 3)
- #70409979 2M Remote High Speed Cable (Qty: 3)

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:

The following SCHICK X-Ray and Intra-Oral Camera equipment below:

- Schick 33 Size 2 Sensor
- Schick 33 Size 1 Sensor
- Schick 33 Size 0 Sensor
- CDR Elite Remote Module
- 2M Remote High Speed Cable

are absolutely necessary for diagnosing hard tissue lesions of teeth, maxillary and mandibular bone. The sensors that are currently in use have lost their optimal resolution after 8 years of utilization. Loss of optimal resolution has the potential of inhibiting the dental practitioner of accurate diagnosis of hard tissue lesions in treating the Ryan White patients.

The following intra-oral camera/USB cable:

- USB CAM44 Camera Kit
- Schick USB CAM Cable

are needed for picture imaging documentation of lesions that need to be recorded in dental charting. This camera will also aid the oral pathologist in diagnosing HIV/AIDS related lesions in the patient's mouth before excisional or incisional biopsies are performed on Ryan White recipients. The reason this is the only equipment that can meet our needs is because the current software and its full functioning compatibility is only available w/ this equipment. Purchasing other brands of x ray sensors or cameras will induce higher cost with its corresponding software having to be purchased also.

Name of company/individual selling the item(s) and why that source is the only possible source that can provide the required item(s):

Patterson Dental Supply Company – Patterson is the exclusive distributor of this product line within the United States.

See Attached Document

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

- Schick 33 Size 2 Sensor (Qty: 2) @ \$6,747.75 Total \$13,495.50
- Schick 33 Size 1 Sensor (Qty: 1) @ \$5787.00 Total \$5787.00
- Schick 33 Size 0 Sensor (Qty: 1) @ \$3917.25 Total \$3917.25
- CDR Elite Remote Module (Qty: 3) @ \$1072.31 Total \$3216.93
- USB CAM44 Camera Kit (Qty: 1) @ \$3412.80 Total \$3412.80
- Schick USB CAM Cable (Qty: 3) @ \$68.00 Total \$204.00
- 2M Remote High Speed Cable (Qty: 3) @ \$43.20 Total \$129.60

Total estimated cost \$30163.08 plus freight

MSDH has an existing account with the vendor Patterson Dental. The amount to be expended is reasonable because of the large discount we receive from retail pricing.

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:

Attained letter from manufacturer (Sirona) confirming the equipment can only be purchased from Patterson Dental. (See Attached Document) As a government (public) entity we receive large discount from retail pricing.

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: Wednesday, August 30, 2017 at 3:00 p.m. (CST/DST)

Sales Quotation 40015990



Customer Name:	MISS STATE DEPT OF HEALTH	Branch:	332
Customer Number:	200085859	Proposed by:	John Presley
Address:	350 W Woodrow Wilson	Email:	JOHN.PRESLEY@PATTERSONDENTAL.COM
Ste 3518		Sales Rep:	Lamar Ashley
Jackson MS 39218-4538 US		Email:	LAMAR.ASHLEY@PATTERSONDENTAL.COM
Phone:	(111) 111-1111	Date Proposed:	08/20/2017
		Quote Good Thru:	09/12/2017

104 CROSS PARK DR
PEARL MS 39208-9026 US

Product#	Vendor	Vendor#	Description	Unit	Qty	Retail Price	Sell Price	Total
70424390	SCHICK	B1218000	SCHICK 33 SZ 2 SENSOR W/6'	EA	2	\$14,995.00	\$6,747.75	\$13,495.50
70424408	SCHICK	B1118000	SCHICK 33 SZ 1 SENSOR W/6'	EA	1	\$12,860.00	\$5,787.00	\$5,787.00
70424418	SCHICK	B1318000	SCHICK 33 SZ O SENSOR W/6'	EA	1	\$8,705.00	\$3,917.25	\$3,917.25
70409847	SCHICK	B2270000	CDR ELITE REMOTE MODULE	EA	3	\$2,200.00	\$1,072.31	\$3,216.93
70409375	SCHICK	B8306000	USBCAM4 CAMERA KIT	EA	1	\$4,437.00	\$3,412.80	\$3,412.80
58475750	PDTECH	A1119100	SCHICK USBCAM CABLE	EA	3	\$68.00	\$68.00	\$204.00
70409979	SCHICK	B2250151	2M REMOTE HS CABLE	EA	3	\$57.00	\$43.20	\$129.60
								\$30,183.08
							Order Subtotal	\$30,183.07
							Freight	\$52.59
							State Tax	\$0.00
							Local Tax	\$0.00
							Total Investment:	\$30,215.66
							Less Downpayment:	\$0.00
							Total Investment:	\$30,215.66

The prices in this proposal will remain in effect until the earlier of the expiration date set forth above or a manufacturer price increase. If Customer is applying for credit with Patterson Dental Supply, Inc., a Minnesota corporation ("Patterson"), Customer's order will not be binding on Patterson, even if Patterson has signed below, until Patterson, in its sole discretion, approves Customer's credit. Any sales tax and shipping/handling charges in this order are estimates, Patterson will invoice, and Customer agrees to pay, all applicable shipping/handling charges and taxes and other governmental charges.

Notice Relating to Discounting Practices: The pricing for products provided herein may reflect or be subject to rebates, credits, vouchers, or discounts or other price reductions (collectively, discounts), which customer may be obligated under federal law to report to Medicare, Medicaid or other state, federal or other payers, and to make this information available to these entities for review.

Schedules

GENERAL TERMS AND CONDITIONS

EQUIPMENT

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the undersigned within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.
Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is FDIC, 2345 Grand Avenue, Kansas City, MO 64108.
By signing below, Customer contracts for the products and services specified in this Order on the terms contained in the schedules identified below (the "Schedules"). Customer acknowledges receipt of a copy of this Order and the Schedules (together, "this Agreement"). Customer agrees to be bound by the terms of this Agreement, including the WARRANTY LIMITATIONS.

332 Jackson - (D)

Customer Name:

unknown

 7/11/2018

Patterson Representative:

Date:

Customer Signature:

Date:

Submit

GENERAL TERMS AND CONDITIONS

1. Order.

Customer hereby authorizes Patterson to procure and deliver the products and services described in the Order. Customer may cancel this Order only with the written consent of Patterson and the payment of reasonable cancellation charges.

2. Payment.

Payment in full is due on or before delivery unless otherwise expressly provided in the Order or in a separate written agreement between Patterson and Customer. In the event Customer accepts partial delivery, Customer shall make a corresponding partial payment. If Customer fails to make any payment when due, Customer will pay a late charge not to exceed the lesser of 1.5% per month of the late payment or the maximum lawful amount. Customer agrees to pay all shipping and handling charges and all taxes and other charges of any kind imposed by any governmental entity in respect of this Agreement. To secure payment of amounts due, Customer grants Patterson a purchase money security interest in all equipment described in the Order.

3. Business Purpose.

Customer represents and warrants that Customer will use all products ordered from Patterson solely in the operation of its business (and not for any personal, household or family purpose), for the purpose intended, and at the permitted location(s).

4. Force Majeure.

Patterson shall not be liable for failure to deliver or delays in delivery or performance due to causes beyond its reasonable control including without limitation delays in manufacture or transportation, acts of Customer or others acting for or on behalf of Customer, strikes or other labor difficulties, governmental controls or actions, acts of God or other casualties. In the event of such failure or delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the failure or delay.

5. No Waiver.

Any representation, affirmation of fact, course of dealing, usage of trade, promise or condition in connection with this Agreement not incorporated herein shall not be binding on either party. No waiver, alteration or modification of any of the provisions hereof shall be effective unless in writing and signed by a duly authorized representative of Patterson. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.

6. Identity of Customer.

If the dentist or other individual who signed the Order (the "signer") operates his or her dental practice or business as a corporation, partnership or other legal entity, "Customer" as used in this Agreement means the legal entity. The signer shall be deemed to have signed the Order on behalf of that legal entity with the intention and authority to bind it.

7. <D11>

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.

8. Customer Obligations.

(a) **Data Back-Up.** Customer shall keep up-to-date backup copies of all data 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. (b) **Cooperation.** Customer shall provide Patterson all data, information and cooperation Patterson deems necessary for the performance of Patterson's obligations under this Agreement. Patterson shall have no liability for any delay in the performance of Patterson's obligations resulting from Customer's failure to provide data or information or to cooperate. (c) **Data Security & PCI Standards.** Patterson has used commercially reasonable efforts to ensure that any products described in the Order that are subject to Payment Card Industry Data Security Standards (PCI DSS) comply as of the date of this Agreement with PCI DSS. In its use of such products, Customer shall comply with Customer's obligations under PCI DSS and other applicable data protection standards. (d) **Compliance with Law.** Customer shall comply with all laws and contractual obligations, including requirements of insurers, credit card issuers and other third party service providers, applicable to Customer's use of any product described in the Order. Such laws and obligations include, but are not limited to, state and federal statutes, rules and regulations governing record retention, billing error resolution, confidentiality, data privacy and security, and claims and payment processing; state Medicaid rules and regulations restricting access to and use of eligibility information; rules and regulations of the federal Department of Health and Human Services; and PCI DSS. (e) **Use in Accordance with Specifications.** Customer shall use the products described in the Order in accordance with the operator and user guides and other manuals and technical information and specifications, whether in hard copy, electronic or other format, furnished by Patterson to Customer. (f) **Indemnification.** Patterson shall have no liability for Customer's failure to comply with its obligations under this Section 8. Customer shall defend, indemnify and hold harmless Patterson from and against any loss or damage, including attorneys' fees, resulting from Customer's breach or claimed breach of any such obligation.

9. Miscellaneous.

This Agreement shall be governed by the laws of the state of Minnesota. This Agreement and any other written agreement between Patterson and Customer expressly referenced in this Agreement constitute the entire agreement between the parties as to the subject matter of this Agreement and supersede all other communications, oral or written. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

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) Computer Equipment. Patterson warrants that all Computer Equipment is free of material defects in materials and workmanship for 12 months following the date of purchase, and that related consumable goods such as backup media, print and toner cartridges are free from such defects for thirty (30) days following the date of purchase. "Computer Equipment" means Equipment consisting of central processing units and peripheral computer equipment attached to a central processing unit, and does not include software. This warranty extends only to the original purchaser, is not transferable, and does not apply to any Equipment sold as used. This warranty is void if the Equipment has been damaged 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, or, in the case of a CAESY Edge Server, if the seal on the CAESY Edge Server is broken. Patterson or a service center authorized by Patterson will use reasonable efforts to repair or replace, at its option and expense, any Computer Equipment that proves during the warranty period to be defective, provided Customer gives Patterson written notice of the defect during the warranty period. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING WARRANTY IS REPAIR OR REPLACEMENT, AT PATTERSON'S OPTION.

(b) Extended Limited Warranty. Unless Customer declines coverage, Patterson will extend for 24 months the 12-month limited warranty described above for workstations, personal computers, laptop computers, monitors, keyboards and mice, subject to the limitations described in this Section. For the extended warranty, Customer will pay \$20 per month per computer beginning at the end of the initial 12-month period. Extended warranty may not be purchased for fewer than all computers covered by the Order and is not available for Sejin® keyboards. Customer may decline extended warranty coverage at any time, effective from and after Patterson's receipt of Customer's written notice declining coverage. The 12-month limited warranty on the CAESY Edge Server will be extended automatically and without additional charge for up to two years, so long as Customer is enrolled in the support plan for CAESY Enterprise software. The CAESY Edge Server is not covered by the \$20 per month extended warranty described above. (c) Dental Equipment. With respect to Equipment other than Computer Equipment and related consumable goods, for 90 days following installation 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. (d) 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 on a daily basis.

June 30, 2014

Re: Patterson Dental Supply Co. / Exclusive Distributor
of Sirona Dental, Inc.'s Dental Products

RECEIVED
MDH-PURCHASING
JUL 17 11:11 AM '14

To whom it may concern:

This letter is written to confirm that Patterson Dental Supply Company is the exclusive distributor of the Sirona Dental, Inc.'s ("Sirona") product line within the United States.

Within the U.S., Sirona's dental products are not available from any other source, with certain limited exceptions, such as direct sales by Sirona to government agencies authorized to purchase through GSA (General Services Administration) contracts. However, where Sirona does perform a direct sale, it is unable to provide various local on-site services, such as on-site training and part replacement.

Please feel free to contact our company should you require any further information.

Thank you.

Very truly yours,



Michael Friedlander
Associate General Counsel