#### Minutes of Clay County Board of Supervisors Meeting Held Friday, June 17, 2022 at 9:00 a.m.

**BE IT REMEMBERED** a regular meeting of the Clay County Board of Supervisors was held at the Clay County Courthouse, West Point, Mississippi, on Friday, June 17, 2022 at 9:00 o'clock a.m..

#### PRESENT:

Lynn D. Horton, Supervisor, District 1, Presiding Luke Lummus, Supervisor, District 2 R. B. Davis, Supervisor, District 3, Not Present Shelton Deanes, Supervisor, District 4 Joe Chandler, Supervisor, District 5, Not Present

Amy G. Berry, Clay County Chancery Clerk Angela Turner Ford, Board Attorney Eddie Scott, Clay County Sheriff

County Residents

The following proceedings were had:

#### CALL TO ORDER/INVOCATION

The meeting was called to order by Sheriff Eddie Scott. The welcome was given by Supervisor Horton with invocation given by Supervisor Shelton Deanes.

#### ADOPTION OF AGENDA

Supervisor Deanes moved to adopt the agenda as prepared.

The motion was seconded by Supervisor Lummus.

(Exhibit "A")

#### AMENDMENTS OF AGENDA

Supervisor Deanes moved to call for amendments to the agenda.

The motion was seconded by Supervisor Lummus.

#### AMENDMENTS TO THE AGENDA

Angela Turner Ford, Board Attorney, has a draft copy for the Board's consideration
of the letter to be sent to the City of West Point requesting funding assistance for
the E911 Equipment

HONORABLE ANGELA TURNER FORD, BOARD ATTORNEY, PROVIDED A DRAFT COPY OF THE LETTER TO THE MAYOR AND BOARD OF SELECTMEN FOR THE CITY OF WEST POINT FOR REVIEW BY THE BOARD REGARDING FINANCIAL SUPPORT FOR THE REPLACEMENT OF THE E911 EMERGENCY COMMUNICATIONS SYSTEM

The Honorable Angela Turner Ford, Board Attorney, provided a draft of the letter to the Mayor and Board of Selectmen for the City of West Point regarding a joint meeting of the two entities to discuss the replacement of the E911 Emergency Communications System.

Supervisor Deanes moved to approve the letter and send to the City of West Point Mayor and City Selectmen for consideration.

The motion was seconded by Supervisor Lummus.

(Exhibit "B")

AUTHORIZE AND APPROVE THE LETTER FROM PECO FOODS INC REQUESTING FEE IN LIEU STATUS FOR ASSESSMENT PURPOSES

Supervisor Deanes moved to authorize and approve of the letter received from PECO Foods Inc requesting Fee- In-Lieu status for assessment purposes.

The motion was seconded by Supervisor Lummus.

(Exhibit "C")

PORSHA LEE, TAX ASSESSOR/COLLECTOR, DID REPORT TO THE BOARD PECO FOODS INC HAD NOT SUBMITTED A FREE PORT WAREHOUSE EXEMPTION REQUEST.

AUTHORIZE AND APPROVE TO ACCEPT THE BID OF J.T. RAY & COMPANY FOR COPIER TO BE LOCATED AT THE CLAY COUNTY JUSTICE COURT COURTROOM

Supervisor Horton moved to authorize and approve to accept the bid of J.T. Ray & Company for copier to be located in the Clay County Justice Court Courtroom.

The motion died due to a lack of a second vote.

AUTHORIZE AND APPROVE TO ACCEPT THE BID OF DEX IMAGING FOR COPIER IN THE CLAY COUNTY JUSTICE COURT COURTROOM

Supervisor Lummus moved to authorize and approve to accept the bid of DEX Imaging for copier in the Clay County Justice Court Courtroom.

The motion due to lack of a second.

(Exhibit "D")

AUTHORIZE AND APPROVE TO ACCEPT THE OFFER OF MIKE DUKE TO CUT FOR HAY THE 17.45 ACRES OF LAND OWNED BY THE COUNTY AND LOCATED ON HIGHWAY 45 SOUTH

Supervisor Deanes moved to accept the offer of Mike Duke in the amount of \$170.00 to cut for hay the 17.45 acres of land owned by Clay County and located on Highway 45 South.

The motion was seconded by Supervisor Lummus.

(Exhibit "E")

AUTHORIZE AND APPROVE THE REFUND FROM PUBLIC EMPLOYEES' RETIREMENT FUND OF MISSISSIPPI FOR OVERPAYMENT OF FEE FUNDS FOR YEAR 2021 IN THE AMOUNT OF \$1,198.36 TO CONSTABLE CHARLES L. STAFFORD AND AUTHORIZE AND APPROVE THE CLERK TO ISSUE PAYMENT TO THE ESTATE OF CHARLES L. STAFFORD, MARTHA G. STAFFORD, EXECUTRIX OF SAID ESTATE.

Supervisor Deanes moved to authorize and approve the Clerk to refund an overpayment of fee funds for year 2021 as received from the Public Employees' Retirement System in the amount of \$1,198.36 for Clay County Constable Charles L. Stafford, and further, to direct the Clerk to issue payment for said amount to the Estate of Charles L. Stafford, % Martha G. Stafford, as Executrix of said estate.

The motion was seconded Supervisor Lummus.

(Exhibit "F")

AUTHORIZE AND APPROVE TO SPREAD ON THE MINUTES THE NOTICE RECEIVED FROM THE MS EMPLOYMENT SECURITY COMMISSION SHOWING A CREDIT BALANCE IN THE AMOUNT OF \$103.15

Supervisor Deanes moved to authorize and approve to spread on the minutes the notice as received from the MS Employment Security Commission showing a credit balance in the amount of \$103.15.

The motion was seconded by Supervisor Lummus.

(Exhibit "G")

AUTHORIZE AND APPROVE THE EMERGENCY PURCHASE OF 911 EMERGENCY DISPATCH RADIO CONSOLE

It would appear to this Board Torrey Williams, 911 Coordinator and EMA Director, presented to the Board a quote for the purchase of a ZETRON MAX Dispatch Radio Console System in the amount of \$197,771.40, as listed on the State EPL State Contract list, for the 911 Department due to the anticipation of the current console to cease working at any moment.

Supervisor Lummus moved to authorize and approve the purchase of the new ZETRON MAX Dispatch Radio Console System, for the 911 Department, in the amount of \$197,771.40, as listed on the State EPL State Contract List, due to the anticipation of the current console to cease working at any moment.

The motion was seconded by Supervisor Lummus.

(Exhibit "H")

AUTHORIZE AND APPROVE TO AWARD THE QUOTE OF XYBIX SYSTEMS INC AS THE BEST QUOTE IN THE AMOUNT OF \$49,872.62 FOR THE PURCHASE OF OFFICE FURNITURE & EQUIPMENT FOR THE 911 DEPARTMENT

Supervisor Deanes moved to authorize and approve the quote of XYBIX Systems Inc, in the amount of \$49,872.66, as the best quote for Office Furniture and Equipment for the 911 Department due to the product warranty guarantee for 10-15 years on the said furniture.

The motion was seconded by Supervisor Lummus.

(Exhibit "I")

AUTHORIZE AND APPROVE THE PURCHASE OF A DEMO VOLUNTEER FIRE TRUCK ON STATE CONTRACT IN THE AMOUNT OF \$320,000 FOR SOUTHEAST VOLUNTEER FIRE DEPARMENT

The Volunteer Fire Coordinator, BJ McClenton, reported to the Board the County had an opportunity to get a DEMO Volunteer Fire Truck listed on State Contract. He reported this would be good if the County could get the truck due to it taking approximately 18-20 months to build another truck.

Supervisor Lummus moved to authorize and approve the purchase of DEMO Volunteer Fire Truck ready for purchase and listed on State Contract in the amount of \$320,000 to be purchased for the Southeast Volunteer Fire Unit.

The motion was seconded by Supervisor Deanes.

AUTHORIZE AND APPROVE TO GO INTO CLOSED SESSION

Supervisor Lummus moved to authorize and approve to go into closed session.

The motion was seconded by Supervisor Deanes.

AUTHORIZE AND APPROVE TO GO FROM CLOSED SESSION TO EXECUTIVE SESSION AS ALLOWED UNDER SECTION 25-41-7 OF THE *MISSISSIPPI CODE OF 1972*, AS AMENDED AND ANNOTATED, TO DISCUSS POTENTIAL LITIGATION MATTER

Supervisor Lummus moved to authorize and approve to go from closed session to executive session as allowed under Section 25-41-7 of the *Mississippi Code of 1972*, as amended and annotated, to discuss potential litigation.

The motion was seconded by Supervisor Deanes.

#### AUTHORIZE AND APPROVE TO COME OUT OF EXECUTIVE SESSION

Supervisor Deanes moved to authorize and approve to come out of executive session.

The motion was seconded by Supervisor Lummus.

AUTHORIZE AND APPROVE TO PURCHASE THE COPIER FOR THE CLAY COUNTY JUSTICE COURTROOM FROM JT RAY & COMPANY INC.

Supervisor Deanes moved to authorize and approve to purchase the copier for the Clay County Justice Courtroom from JT Ray & Company Inc.

The motion was seconded by Supervisor Lummus.

The President called for a vote to-wit:

Supervisor Horton AYE
Supervisor Lummus AYE
Supervisor Deanes AYE

The President declared the motion carried with all members voting unanimously.

#### **RECESS**

Supervisor Deanes moved to recess until Thursday, June 23, 2022 at 9:00 a.m. at the Clay County Courthouse.

The motion was seconded by Supervisor Lummus.

SO ORDERED this the 17th day of June, 2022.



LYNN HORTON, PRESIDENT CLAY COUNTY BOARD OF SUPERVISORS

ATTEST

AMY O. BERRY, CHANCERY CLERK CLERK OF THE CLAY COUNTY BOARD OF SUPERVISORS

# **EXHIBIT** A



#### Clay County Board of Supervisors Agenda for Regular Meeting Friday, June 17, 2022, at 9:00 a.m.

- Call to Order
- Welcome & Prayer
- Adopt and Amend Agenda
- Porsha Lee, Tax Assessor/Collector
  - o Authorize and approve of the request of PECO Foods for Fee In Lieu Status Certifying the \$60 M investment threshold has been met
- Amy Berry, Chancery Clerk
  - o Consider quotes for copier at Justice Court in the Courtroom
  - O Authorize and approve to accept the offer of Mike Duke to cut the 17.00 acres as located on Hwy 45 S for Hay
  - O Authorize and approve payment to the Estate of Charles Lewis Stafford to Martha Gail Stafford, Executor of Estate, for the refund of overpayment of PERS contributions for year 2021
  - Authorize and approve payment to MS Employment Security Commission in the amount of \$103.15
- Torrey Williams, E911 Coordinator/EMA Director
  - o Emergency Purchase of E911New Console
- Angela Turner Ford, Board Attorney
  - o Voting Precinct Rental
- Request to go in to Executive Session as allowed under Section 25-41-7 of the Mississippi of 1972, to discuss a potential litigation matter
- Recess until Thursday, June 23, 2022 at 9:00 a.m. at the Clay County Courthouse

| mendments: |  |      |  |
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## EXHIBIT B

#### Angela Turner Ford <angela@bturnerlaw.com>

6/17/2022 8:44 AM

#### Fwd: Draft of Letter to City

To angela@bturnerlaw.com

Angela Turner Ford Mobile phone transmission Please excuse typos

Begin forwarded message:

From: Angela Turner Ford <angela@bturnerlaw.com>

Date: June 17, 2022 at 7:47:42 AM CDT

To: aberry@claycounty.ms.gov Subject: Draft of Letter to City

Dear Mayor and Members of the Board of Selectmen:

During the June 9th meeting of the Clay County Board of Supervisors, we were informed by Torrey that the E911 Console, a critical component of our emergency communications system, must be replaced. From all indications, it will cost approximately \$280,000.00 to purchase a new console and reconfigure the desk for placement. Although our Boards have engaged in efforts to partner in the past, we are requesting City leadership explore available opportunities to make a contribution over and above the \$10,000.00 allotment currently paid by the City for E911 operations.

If a joint meeting of the two boards will be helpful, we have no problem coordinating a mutually agreeable date and time to discuss available options. We believe this effort presents the perfect opportunity to partner for the benefit of all of our constituents.

Please consider this request and do all that you can help. It is imperative we secure a new E911 Console before the existing one fails. I or Amy will contact your office by phone on or about Friday, June 24 to discuss next steps.

With best wishes, I remain

Sincerely yours,

CLAY COUNTY BOARD OF SUPERVISORS

Lynn D. Horton, President

cc: (List of City Board Members)

Angela Turner Ford Mobile phone transmission Please excuse typos

# **EXHIBIT C**



PECO FOODS, INC. CORPORATE OFFICE

1101 Greensboro Ave. PO Box 1760 (35403) Tuscaloosa, AL 35401 Phone: 205 345 4711

June 13, 2022

**City of West Point** 

Attn: Randy Jones

Attn: Porsha Lee

Peco Foods would like for the Fee -in- lieu to begin for tax assessment purposes for the City of West Point & Clay County, Mississippi.

Peco has made the required capital investments.

Please let me know if you have any questions or need additional information.

Sincerely,

Patrick Noland

**CFO** 

Peco Foods, Inc.



## PECO FOODS, INC. CORPORATE OFFICE

1101 Greensboro Ave. PO Box 1760 (35403) Tuscaloosa, AL 35401 Phone: 205 345 4711

June 13, 2022

Clay County, Mississippi

Attn: Porsha Lee

Peco Foods would like for the Fee -in- lieu to begin for tax assessment purposes for the City of West Point & Clay County, Mississippi.

Peco has made the required capital investments.

Please let me know if you have any questions or need additional information.

Sincerely,

Patrick Noland

CFO

Peco Foods, Inc.

# EXHIBIT D



2022 US 45, Suite C Columbus, MS 39705 Phone: (662) 842-9410 Fax: (662) 842-9467 www.jtrayco.com

| Date      | 5/13/2022               |                       |           |
|-----------|-------------------------|-----------------------|-----------|
| Customer  | Clay County Ju          | ustice Court, We      | est Point |
| Contact   | Harriet Bragg, Justice  | Court Clerk           |           |
| Email     | hbragg@claycounty.ms.g  | ov                    | _         |
| Phone     | P: 662-494-6140 / Court | Room                  |           |
| Location: | 26089 West Main Street, | West Point, Ms. 39773 | ]         |

Equipment

#### Konica Minolta bh C250i

25 pages per minute Color Print/Copy
Dual Scan Document Feeder (200 originals per minute)
DK-510 Copy Desk/Storage
Line Monitor/Surge Protector
System Memory 8 GB
Network Printing
Scan-to-Email, Scan-to-FTP, Scan-to-SMB, Scan-to-HDD
Scan and print to usb
2-500 sheet paper tray (standard)
1 ea 100 sheet bypass tray

36 Month Rental \$179.00 \$139.00 \$119.00

#### 20KA12760 State of Mississippi 8200050619 Contract

#### Service/Maintenance Contract

Full Service includes all parts, labor, and supplies except paper and staples. \$0.0099 per black and white impression and \$0.0650 per color impression.

| JT Ray Co. Rep | William Sullivan | Email: | williamsullivan@jtrayco.com |
|----------------|------------------|--------|-----------------------------|
|                |                  | 5/     | 9.1                         |



1382 Cliff Gookin Blvd Tupelo, MS 38801 Phone: (662) 842-9410

Phone: (662) 842-9410 Fax: (662) 842-9467 www.jtrayco.com

## COST-PER-PRINT/COPY MAINTENANCE/SERVICE AGREEMENT

BASE RATE: \$\_n/a\_\_ COPIES/PRINTS INCLUDED: 0

RATE: \$.0099 PER COPY/PRINT – BLACK&WHITE, \$0.0650 PER COPY/PRINT – COLOR PLUS TAX

#### BILLED MONTHLY BASED ON METER READINGS

#### IT IS MUTUALLY UNDERSTOOD AND AGREED THAT:

- 1. J.T. Ray Co. will supply, during normal working hours; 8:00 AM to 5:00 PM, Monday through Friday, except holidays, and without any additional charge, all parts, labor, image units, maintenance kits and toner to keep the equipment listed on back of this Agreement in proper operating condition for a period of 1 year from the effective date below. This Agreement is non-cancelable.
- 2. The Customer will be responsible for making the equipment available to J.T. Ray Co. technicians, supplying power and network connections, paper, staples, removing paper jams and installing toner cartridges. Customer must maintain power/surge protection on each unit covered under this Agreement.
- 3. The service agreement shall be void with respect to any equipment that is misused, mishandled, or damaged through extraordinary cause, such as but not limited to, fire, flood, water, malicious mischief, vandalism, climatic conditions or by being dropped or damaged. This agreement shall be void if any person other than the J.T. Ray Co.'s authorized representatives attempt to perform service on the machine.
- 4. This agreement is not transferable and non-cancelable and may become void at the option of J.T. Ray Co. upon the sale, removal, or relocation of the equipment.
- 5. If it is determined by J.T. Ray Co. personnel that the equipment maintained under this agreement needs to be replaced or reconditioned due to age, J.T. Ray Co. will notify the customer in writing with an estimate for replacement or reconditioning.
- 6. The Customer agrees that J.T. Ray Co. and its representatives shall not be liable for any punitive, incidental, direct, indirect, special or consequential damages; including but not limited to, lost profits, loss of data or information of any kind resulting from J.T. Ray Co. performance under this Agreement.
- 7. This agreement does not cover network support for copier/printer. Network support or service work caused by customer computer or network problem will be billed at a rate of \$105 per hour, or the then current rate.
- 8. This Agreement shall automatically renew for additional one (1) year periods at the then current rate unless either party provides thirty (30) day advance written notice prior to termination or renewal.
- 9. J.T. Ray Co. may use non-OEM parts and supplies in performing this agreement. All parts replaced become the property of J.T. Ray Co.

PLEASE SIGN AND RETURN ORIGINAL

We hereby agree to the stated terms listed above.

EFFECTIVE

DATE: 23 June 2022

For: Renews Yearly

NAME:

Clay County Justice Court

ADDRESS:

P.O. Box 815/26089 W. Main St.

CITY, STATE: West Point, Ms. 39773

Customer's Authorized Signature

POC: Lisa Perry 662-494-6140

Date

#### RENTAL AGREEMENT FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES AND VENDORS

(applicable to equipment rental transactions)

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#### 1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.
- 2. <u>EQUIPMENT SELECTION, PRICES, AND AGREEMENT</u>: The Customer has selected and Vendor agrees toprovide t equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.
- 3. <u>SHIPPING AND TRANSPORTATION</u>: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.
- 4.

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

#### 5. <u>DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:</u>

- A. <u>DELIVERY</u>: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.
- B. <u>INSTALLATION SITE</u>: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the

equipment and to a telephone for local or toll free calls.

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

- D. <u>ACCEPTANCE</u>: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.
- E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rent charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.
- 6. <u>RENTAL TERM</u>: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer mus enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.
- OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

## 8. PAYMENTS:

- A. <u>INVOICING AND PAYMENTS</u>: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.
  - 1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in according with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of t 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.
  - 2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
- B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.
- <u>COPY CREDITS</u>: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which

was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

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

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

- A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters
- B. <u>EXCLUSIONS</u>: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.
- C. <u>REMEDIES</u>: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipmentin good workingorder, Vendorwill, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.
- HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence, which the Customer shall not unreasonably withhold.

#### 12. <u>ALTERATIONS, ATTACHMENTS, AND SUPPLIES</u>:

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

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer maynot remove anyownership identification tags on the equipment or allow the equipment to become fixtures to real property.

- 13. <u>ASSIGNMENT</u>: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.
- 14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.
- NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personal delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

#### For the Vendor:

#### For the Customer:

Name William Sullivan
Title ACCOUNT EXECUTIVE
Address 2022 US 45 SUITE C
City, State, & Zip Code COLUMBUS,MS 39705

Name Amy Berry
Title Chancery Clerk
Address 365 Court Street
City, State, & Zip Code West Point, MS 39773

- 16. <u>WAIVER</u>: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.
- 17. <u>CAPTIONS</u>: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.
- 18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or this filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any to this Agreement.
- 20. <u>AUTHORITYTO CONTRACT</u>: Vendor warrants that it is a validlyorganized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.
- 21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Custome authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refun to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.
- 22. <u>EXTRAORDINARY CIRCUMSTANCES</u>: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or anyother acts beyond its control and without its fault or negligence to comp

with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

- 23. <u>TERMINATION</u>: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then then on-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.
- AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided orif fundsarenototherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminatethis Agreementwithout damage, penalty, costor expenses tothe Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 25. <u>MODIFICATION OR RENEGOTIATION</u>: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.
- WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.
- 27. E-VERIFYCOMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 thatis operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon requestoftheStateand approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.
- 28. <u>HARD DRIVE SECURITY:</u> Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storingor re-sellingthe equipment. The Customer mayrequest to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.
- ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.
- 30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject

the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified a Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedomof information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <a href="http://www.transparency.mississippi.gov">http://www.transparency.mississippi.gov</a>.

31. <u>COMPLIANCE WITH LAWS</u>: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

undersigned representatives.

WITNESS:

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

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

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

State Contract Number: 8200050619

Vendor Company Name: JT RAY COMPANY

Customer Agency Name: <u>Clay County Justice Court</u> Bill to Address: <u>P.O. Box 815, West Point, MS 39773</u>

Ship to Address: 26089 West Main Street, West Point, MS 39773

Description of Equipment, Software, or Services

Price \$139.00

<u>48 MONTH FMV LEASE FOR KONICA MINOLTA BIZHUB</u> <u>C250i,DF-714,DH-516 SURGE PROTECTOR</u>

Delivery Schedule and Installation Date:

Rental Term: 48 MONTHS Start Date: 6/23/2022 End Date: 6/22/2026

Modifications: FULL SERVICE CONTRACT - \$0.01290 PER BLACK AND WHITE IMPRESSION AND \$0.0050 PER COLOR IMPRESSION INCLUDES AND PARTS I AROP AND SURPLUES

AND \$0.0950 PER COLOR IMPRESSION. INCLUDES ALL PARTS, LABOR, AND SUPPLIES

(TONER, DRUM, ETC.) DOES NOT INCLUDE PAPER AND STAPLES.

Vendor Signature

Customer Signature

8









Proposal: Date 6/6/2022 Prepared By: Josh Stennett

Dex Imaging 100 Rosecrest Drive Columbus, MS 39232

Clay County Justice Court ATTN: Amy Berry

| QTY | Description   | Model | 48 Month Lease  |
|-----|---|-------|-----------------|
| 01  | Konica Minolta  | C250i | \$87.50 Monthly |
|     | Click Rates:  B/W: .01  Color: .07                            |       |                 |
|     | Service includes maintenance, parts, labor, travel and toner. |       | V               |
|     |   |       |                 |
|     |   | TOTAL | \$87.50 Monthly |

If you have any questions, or if I can be of any further assistance, please contact me at 662-364-8432. Thank you for the opportunity to earn your business.







Dex Imaging 100 Rosecrest Drive Columbus, MS 39701 Proposal:
Date 6-8-2022
Prepared by Josh Stennett

Clay County Justice Court Attn: Amy Berry State Contract # 8200062059

| QTY | Description                   | Item Number    | Pricing<br>Options |
|-----|-------------------------------|----------------|--------------------|
| 1   | Konica C250i                  | AA2M013        |                    |
| 1   | DK-516 COPY DESK              | 135700         |                    |
| 1   | ESP NEXT GEN PCS POWER FILTER | D5133NTKM      |                    |
|     |                               |                |                    |
|     | **Price excludes tax          | 48 Month Lease | \$87.50 Monthly    |

#### **Maintenance Agreement:**

Cost per clicks: B/W \$.01 Color \$.07. This is a pay as you go.

#### Service includes:

• All labor, travel, toner, parts, and supplies. Paper and staples are not included. If you have any questions, or if I can be of any further assistance, please contact me at 662-364-8432. Thank you for the opportunity to earn your business.

# EXHIBIT E

| MICHAEL W DUKE<br>SHARON C DUKE               | 1046  |
|---|---|
| 422 COUNTRY OAKS LANE<br>WEST POINT, MS 39773 | 6-10-27 85-98/842   |
| Pay to the Order of Clay Co.                  | Date Shifter Alleger \$ 1 20.20   |
| C Bank of Commerce                            | Dollars of Brothe Bar out of Bar |
| For Hay Lease                                 | Mike Culu.  |
| *:084.200981: 100033364#                      | 1046  |

# EXHIBIT F

# PERS of MISSISSIPPI

### Providing Benefits for Life

June 7, 2022

Clay County Board of Supervisors Attn: Chancery Clerk P.O. Box 815 West Point, MS 39773

RE: 2021 Annual Financial Report, Constable Charles L. Stafford

Dear Employer:

EMPL ID: 0000181761

The Public Employees' Retirement System (PERS) has audited the 2021 Annual Financial Report for Constable Charles L. Stafford and has determined that employee and employer contributions were overpaid in the amount of \$1,198.36.

Please see the enclosed refund check #010427 issued to Clay County Board of Supervisors. The county should refund the applicable amount to Constable Charles L. Stafford.

Please let us know when we can be of further service to you. You may reach PERS by telephone at 800-444-7377 or 601-359-3589

Sincerely,

Keturah Minor

Retirement Specialist II
Employer Reporting

Kelurak Chimer

Enclosure(s):

c: Charles L. Stafford

PUBLIC EMPLOYEES' RETIREMENT SYSTEM OF MISSISSIPPI

| Check Date: 06/07/2022 |              | Vendor Number: 0141000 Clay Co Bd Of Supr |              |                | Check No: 010427 |             |
|------------------------|--------------|---|--------------|----------------|------------------|-------------|
| Invoice Number         | Invoice Date | Voucher ID                                | Gross Amount | Discount Taken | Late Charge      | Paid Amount |
| FPER_000018176100620   | 06/06/2022   | 00006867                                  | 1,198.36     | 0.00           | 0.00             | 1,198.36    |

Check NumberDateTotal Gross AmountTotal DiscountsTotal Late ChargeTotal Paid Amount01042706/07/2022\$1,198.36\$0.00\$0.00\$1,198.36

#### **▼** REMOVE DOCUMENT ALONG THIS PERFORATION **▼**

| 429 MISSISSIPPI STREET / .  | ACKAON: mipologic | (F) 03201-1003   | 0. 1       | 1 1 10        |
|-----------------------------|-------------------|------------------|------------|---------------|
| RETIREMENT SYSTEM/PLAN      |                   | SOC. SEC. NUMBER | DATE       | PAY AMOUNT    |
| Public Employees Retire Sys |                   | Section 1997     | 06/07/2022 | \$1,198.36*** |

To The Order Of

Α

FOLD

FOLD

CLAY CO BD OF SUPR CHANCERY CLERK PO BOX 815 WEST POINT MS 39773

87-307 0641

254753

EXECUTIVE DIRECTOR
THIS CHECK VOID AFTER 90 DAYS
VOID IF PAYEE DIED PRIOR TO CHECK DATE

FOL

FOL

#### CERTIFICATION OF COURT DOCUMENT

STATE OF MISSISSIPPI COUNTY OF CLAY

I, AMY G. BERRY, Clerk of the Chancery Court, in and for said State and County, hereby certify that the foregoing contains a whole, true and correct copy of the foregoing *Letters Testamentary* as the same appears on file in Cause No. 2021-0394 in my office located at West Point, Mississippi.

WITNESS MY HAND and official seal, on this the 17 day of June, 2022.

AMY G. BERRY Clerk of the Chancery Court of Clay County, Mississippi

BY: Licki Ray, D.C.

Deputy Clerk

SSIPPI

TEDS TESTAMENTARY

presents.

| LETTERS TESTAMENTARY  |
|---|
| THE STATE OF MISSISSIPPI } COUNTY OF CLAY } ss:  NO. 2021-0394-JNS DEC. 8 ,A.D. 2021  |
| BY THE CHANCERY COURT OF SAID COUNTY:   |
| WHEREAS, Charles Lewis Stafford, Jr., Deceased, late of said County made in his lifetime his Last Will and Testament, which                   |
| on the 8th day of Dec., in the year of Our Lord, Two Thousand Twenty One, was proved, approved, and   |
| admitted to record in said Court, and probate thereof, granted to Martha Gail Stafford as Executrix thereof, and therein appointed Martha     |
| Gail Stafford and the said Martha Gail Stafford having complied with the provisions of the statute in such cases made and provided.           |
| Therefore to the intent that the Will may be well and truly performed, we do give, grant and commit unto the said Martha Gail                 |
| Stafford the administration of all and singular goods and chattels, rights and credits, of and belonging to the estate of said Testator, with |
| full power to take the same unto her hand and possession, and to ask, levy, recover and receive the same, wherever they may be in her         |
| State; hereby requiring and enjoining upon the said Martha Gail Stafford to make a true and perfect inventory of all and singular the         |
| goods and chattels, rights and credits which have or shall come to their hands, possession or knowledge or into the hands or possession       |
| of any other person or persons, for them to exhibit the said inventory to our said Court within the time limited by law; to well and truly    |
| administer the said goods and chattels, rights and credits, according to law; to make a just and true account of her actions and doings       |
| therein, when thereto required by our said Court, and to well and truly pay and deliver all the legacies contained and specified in the       |
| said Last Will and Testament, so far as the said goods and chattels, rights and credits will extend and the law charge him, hereby            |
| confirming the said Executor with full and ample authority to dispose of all and singular the said goods and chattels, rights and credits     |
| according to the tenor of the said Last Will and Testament and the true intent and meaning of the said Testator, by virtue of these           |

200/122

8th Witness the Honorable Oseph N. Studdard Chancellor of the Fourteenth day of December, A.D., 2021, and the Seal of said Court

Filed On This Date Clay County Chancery Clerk

DEC 0 8 2021

Amy G. Berry Filed: 12/08/**2021**cery Page 1 of 1 

COURT CLair hereunto affixed.
COURT CLair AMY G. BERRY, Chancery Clerk of Clay County, Mississippi

## EXHIBIT G



O

## MISSISSIPPI DEPARTMENT OF EMPLOYMENT SECURITY PO Box 22781

Jackson MS 39225-2781

OFFICIAL BUSINESS PENALTY FOR PRIVATE USE, \$300 RETURN SERVICE REQUESTED FIRST-CLASS MAIL U.S. POSTAGE & FEES PAID

MISSISSIPPI DEPARTMENT OF EMPLOYMENT SECURITY JACKSON MS PERMIT NO. 128

CLAY COUNTY OFFICE OF BOARD OF SUPERVISORS AMY G BERRY P O BOX 815 WEST POINT MS 39773-0815

TAX UI-

MDES/2022-06-16/39936124/EMPL/125325

TAX UI-47R

## Mississippi Department of Employment Security | M | D | E | S | STATEMENT OF ACCOUNT



Date Mailed: 06/16/2022

#### **BANKRUPTCY DISCLOSURE**

If you are in bankruptcy, the account status below is provided for information purposes only. MDES recognizes that payments, if any, will be made through the bankruptcy. This is not an attempt to collect a debt that is protected by bankruptcy. Please call 601-321-6507 for assistance.

#### **EMPLOYER INFORMATION**

Employer Name: CLAY COUNTY OFFICE OF BOARD OF SUPERVISO

MDES Employer Account Number: 92-00091-0-00

#### STATEMENT OF DELINQUENCY

No Delinquent amounts owed

#### **BENEFITS CHARGE CREDIT**

| Payment Number | Payment Date        | Credit Amount (\$) |
|----------------|---------------------|--------------------|
| 43             | 12/09/2021          | 39.9               |
| Tot            | al Credit Available | 39.90              |

#### **PRIOR QUARTER CREDITS**

| Credit Available (\$) | Credit Date | Qtr / Year   |
|-----------------------|-------------|--------------|
| 103                   | 04/19/2022  | 1 / 2022     |
| 103                   | Available   | Total Credit |

#### Please disregard if paid within the last 10 days.

If you are on the Mississippi Level Payment Plan (MLPP) and are current with payments, you may disregard this statement.

**NOTICE:** Interest will accrue on the Charges Due balance at the rate of 1% per month until the date payment is made.

MDES will use all legal methods available to it to secure the debt; including intercept of funds.

#### **ONLINE PAYMENT INSTRUCTIONS**

To make a payment online:

- Visit <u>WWW.MDES.MS.GOV</u>
- Select EMPLOYERS
- Select FILE AND/OR PAY UNEMPLOYMENT TAX (You must be registered to use ReEmployMS)
- · Create Online Tax User ID (If not previously registered) or Login
- Select ONLINE PAYMENT

#### **REFUND REQUEST INSTRUCTIONS**

To request a refund please:

- Go to <u>www.mdes.ms.gov</u>
- Type REFUND into the search bar
- Select the Refund Request Form
- · Complete and sign the form

www.mdes.ms.gov 22167

Mississippi Department of Employment Security is an equal opportunity employer. Auxiliary aids and services are available upon request to individuals with disabilities.

R-01/2022 TAX UI-47R TAX UI-47R

## Mississippi Department of Employment Security | M | D | E | S | STATEMENT OF ACCOUNT



Email the form to <u>tax@mdes.ms.gov</u>

If you have any questions concerning your account balance, your ability to receive a credit, etc., please contact the Tax Department at tax@mdes.ms.gov or (601) 493-9427.

www.mdes.ms.gov

Mississippi Department of Employment Security is an equal opportunity employer. Auxiliary aids and services are available upon request to individuals with disabilities. R-01/2022 TAX UI-47R

# EXHIBIT H

## CONSOUTH MISSION CRITICAL SOLUTIONS

1378 North Veterans Memorial Blvd., Tupelo, MS 38804 t. 662-296-1450 f.

Sold To Clay County Borad of Supervisors Torrey Williams 417 East Brame Avenue West Point, MS 39773

Phone Fax

\*\*\* ALL PRICING PER MS ITS EPL 3744 \*\*\*

### MOTOROLA SOLUTIONS **VALUE ADDED RESELLER KENWOOD**

QUOTE

Number AAAQ1374-05

Date

Jun 17, 2022

### Ship Te

ZETRON.

Clay County Borad of Supervisors Torrey Williams 417 East Brame Avenue West Point, MS 39773

Phone Fax

| 2 11 11 | Salesperson |             | P.O. Number Ship Via  | Terms                  |                        |  |
|---------|-------------|-------------|---|------------------------|------------------------|--|
|         | Jody S      | Stringer    |   |                        |                        |  |
| Line    | Qty         | Model Numbe | r Description   | Unit Price             | Ext. Price             |  |
| 1       |             |             | Zetron MAX Dispatch Radio Console<br>System   |                        |                        |  |
| 2       |             |             |   |                        |                        |  |
| 3       |             |             | MAX Standard Package  |                        |                        |  |
| 5       | 3           | 905-0380    | MAX Standard Workstation Bundle Position: 1 Operator Workstation PC, 1 Media Dock, 2 Speakers & power supply Licenses: 1 MAX Base Software License All manuals are included in soft copy format with the MAX Software.  MAX Operator Workstation Software | \$10,750.50            | \$32,251.50            |  |
|         |             |             | Licenses  |                        |                        |  |
| 6       | 3           | 930-0224    | Tone Signaling/Paging Feature Set Includes: Manual paging operation, instant call & stacked paging, 2-tone 100, 1000, & Custom Calls (Mot & GE), Quick Call (2+2), DTMF, Knox.  | \$1,611.90             | \$4,835.70             |  |
| 7       | 3           | 930-0225    | Event Replay Short term audio playback at the console position.   | \$1,819.80             | \$5,459.40             |  |
| 8       | 3           | 930-0226    | Aux I/O Software Feature Set  | \$1,611.90             | \$4,835.70             |  |
| 9       |             |             | CommandIQ - MAX Compact Workstation   |                        |                        |  |
| 10      | 1           | 950-1387    | Zetron CommandIQ Compact Workstation CommandIQ Workstation, Power Supply, MAX D Software and Soft Copy Manual, Quick Start Guides and Event Recall Recorder License Zetron CommandIQ Individual Call SW Feature Set                                       | \$9,449.10<br>\$477.00 | \$9,449.10<br>\$477.00 |  |
|         | _           | 272 2422    | License   | 0745.50                |                        |  |
| 12      | 1           | 930-0408    | Zetron CommandIQ Signalling/Paging Feature Set License  | \$715.50               | \$715.50               |  |
| 13      | 1           | 930-0409    | Zetron CommandIQ I/O SW Feature Set License   | \$715.50               | \$715.50               |  |
| 14      | 1           | 901-9738    | MAX Portal Host   | \$3,394.80             | \$3,394.80             |  |
| 15      | 1           | 930-0233    | MAX Portal Remote Radio or Console License  | \$212.40               | \$212.40               |  |
| 16      |             |             | Workstation Hardware Options  |                        |                        |  |
| 17      | 3           | 950-0454    | Wireless Headset, 6-Wire, Noise Canceling (comes with 2 batteries) Plantronics CA12CD-S improved belt-mounted PTT pack has secure battery retention and accepts Plantronics H-Series headset tops. Comes with a spare battery.                            | \$1,085.40             | \$3,256.20             |  |
| 18      | 9           | 802-0115    | Headset Top, Noise Cancelling   | \$114.30               | \$1,028.70             |  |
| 19      | 3           | 950-1077    | Dual Prong Headset Jackbox Option; Dual Volume<br>Control<br>Needed for TRHI functionality  | \$871.20               | \$2,613.60             |  |

| Line | Oty | Model Number | Description  | Unit Price | Ext. Price   |
|------|-----|--------------|--|------------|--------------|
| 20   | 3   | 950-1215     | MAX Call Taking to TRHI Cable  | \$23.40    | \$70.20      |
| 21   | 3   | 901-9731     | Desktop Microphone, with 6' RJ45 to RJ45 Cable   | \$792.00   | \$2,376.00   |
| 22   | 3   | 950-9102     | Footswitch, Single w/ 10' cable  | \$125.10   | \$375.30     |
| 23   | 3   | 709-0170-10  | 10 ft Shielded Cat 5e Cable for Speakers   | \$17.10    | \$51.30      |
| 24   |     |              | MAX Radio Gateway Interface & Options  |            |              |
| 25   | 8   | 901-9675     | MAX Radio Gateway Conventional (DB15) Hardware This hardware variant is used when the radio is co-located with the MAX Radio Gateway and the cable can run directly from the unit to the radio itself. This device supports 2 radio connections, Includes one 10' shielded Cat 5e cable. | \$2,685.60 | \$21,484.80  |
| 26   | 6   | 709-7968-10  | MAX Radio Gateway to Tail Cable (10ft)   | \$71.10    | \$426.60     |
| 27   | 10  | 709-8104-10  | Zetron Radio to Gateway Interface Cable For<br>Kenwood VM5000 Series   | \$157.50   | \$1,575.00   |
| 28   | 10  | 930-0360     | Zetron Radio Gateway EF Johnson Interface<br>License   | \$247.50   | \$2,475.00   |
| 29   |     | 204 0740     | MAX System Hardware/Software   |            |              |
| 30   | 2   | 901-9740     | MAX Central MAX Central is the hardware platform that hosts the MAX Manager, Telephony Gateway, IP Voice Logger Gateway, and the Aux I/O Gateway. Includes five 10' shielded Cat 5e cables.  | \$3,394.80 | \$6,789.60   |
| 31   | 2   | 930-0231     | Z-Node Manager At least 1 Z-Node Manager is required for each system.  | \$3,334.50 | \$6,669.00   |
| 32   | 2   | 930-0221     | Block of 10 Radio Channel Licenses   | \$666.90   | \$1,333.80   |
| 33   |     |              | Rack Mounting & Power Equipment  |            |              |
| 34   | 1   | 950-1142     | Redundant 12VDC Power System - Up to 20 devices This is a redundant power supply that can support up to 20 MAX Dispatch devices. Includes 19" rack mount enclosure.  | \$2,685.60 | \$2,685.60   |
| 35   | 1   | 950-1134     | 12VDC Power Distribution Panel Can support up to 40 MAX Dispatch devices. Fuses not included.  | \$481.50   | \$481.50     |
| 36   | 16  | 416-0043     | Zetron Fuse, 3 Amp   | \$5.40     | \$86.40      |
| 37   | 8   | 950-0588     | Dual Unit Rack Mount Option  | \$174.60   | \$1,396.80   |
| 38   |     |              | Monitors & Network Equipment   |            |              |
| 39   | 4   | 802-2311     | 23" Widescreen LCD Monitor<br>Supports up to 1920x1080 resolution.   | \$278.10   | \$1,112.40   |
| 40   | 2   | 950-1281     | 24 Port Managed Gigabit Rack Mount Switch Two required for high availability network.  MAX Dispatch Spares   | \$2,087.10 | \$4,174.20   |
| 42   | 1   | 950-1337     | MAX Solutions Win10 Workstation  | \$2,246.00 | \$2,246.00   |
| 43   |     |              | Installation Services  |            |              |
| 44   | 8   | XMP-0344-OST | MAX-PSP On-Site Configuration Service, Per Day   | \$2,210.00 | \$17,680.00  |
| 45   |     |              | SubTotal MAX Dispatch Hardware,<br>Software & Installation   |            | \$142,734.60 |
| 46   |     |              | Product Warranty Package   |            |              |
| 47   | 1   | XMP-0344-BAS | Zetron MAX-PSP Base Service Plan 1 year Software Services, 1 years Hardware Services, 1 year of Advance Hardware replacement, Operator web training (2-4 hr sessions) and 1 year membership in the Zetron MAX Users Group Product Service Plans  | \$0.00     | \$0.00       |
| 49   | 5   | XMP-0344-EBS | Zetron MAX-PSP Extended Service Plan - MAX Dispatch - 1 Year Software Services - 1 Year Hardware Services - After Houirs Phone Support - 1 Year MAX Users Group  | \$5,247.36 | \$26,236.80  |
| 50   | 48  | MAINT        | 24 X 7 X 365 On-Site Support   | \$600.00   | \$28,800.00  |

2 of 3

| Line | City | Model Number | Description |                 | Unit Price | Ext. Price             |
|------|------|--------------|-------------|-----------------|------------|------------------------|
|      |      |              | AHA         | SubTotal<br>Tax |            | \$197,771.40<br>\$0.00 |
|      |      |              | good a      | Shipping        |            | \$0.00                 |
|      |      |              |             | Total           |            | \$197,771.40           |

### **Procurement**

We provide customers with technical guidance and assistance in the acquisition of information technology solutions that provide the best combination of functionality and cost while maximizing the compatibility of Mississippi's information resources.

## TWO-WAY RADIO EPL 3744: JULY 2014 - JUNE 2022

The Two-Way Radio EPL Interactive

(http://dsitspe01.its.ms.gov/its/RadioEPLOnline.nsf/VendorPrint?OpenForm) is the official form of the Two-Way Radio Express Products List and is updated continuously throughout the EPL cycle when each manufacturer adds or edits products on their manufacturer EPL website. ITS reviews these websites throughout the EPL cycle to ensure each website meets the ITS RFP requirements.

#### Instruction documents

- Instructions for Use (/sites/default/files/ProcurementPDFs/EPL/Two-Way-3744/3744-instructions-2021-05-31.pdf)
- Minimum Specifications (/procurement/epl-rfp-3744)
- EPL Purchase Agreement (/procurement/epl-rfp-3744)

### **Archive documents**

ITS will not maintain an archive of the products proposed on each manufacturer's EPL website. It is the responsibility of the customer to ensure that the products they are purchasing appear on the manufacturer's approved EPL website. The customer must print for their purchase file and potential audit a copy from the manufacturer's website of the products they are purchasing. This is in addition to any quotations from individual EPL sellers

For historical purposes, ITS will maintain on this page a list of the manufacturers and sellers approved to participate on the Two-Way Radio EPL 3744.

### **Current approved Manufacturers and Sellers List**

- Approved Manufacturer EPL Websites (02/13/2018) (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/2018\_3744-manufacturers-20180213.pdf)
- Approved EPL Sellers (02/13/2018)
   (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/2018\_3744-approvedsellers-20180213.pdf)

### Archive for November 2017

- Approved Manufacturer EPL Websites (11/27/2017)
   (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/NOV2017\_3744-manufacturers-20171127.pdf)
- Approved EPL Sellers (11/27/2017)
   (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/NOV2017\_2\_3744-sellers-20171127.pdf)

### Archive for June 2017

- Approved Manufacturer EPL Websites (06/07/2017)
   (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/June2017\_1\_3744-manufacturers-20170607.pdf)
- Approved EPL Sellers (06/07/2017)
   (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/June2017\_2\_3744-sellers-20170607.pdf)

### Archive for December 2016

manufacturers-20161221.pdf)

Approved EPL Sellers (12/21/2016)
 (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/December\_2\_3744-sellers-20161221.pdf)

### Archive for September 2016

- Approved Manufacturer EPL Websites (09/08/2016)
   (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/Sept2016\_1\_3744-manufacturers-20160908.pdf)
- Approved EPL Sellers (09/08/2016)
   (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/Sept2016\_2\_3744-sellers-20160908.pdf)

### Archive for August 2016

- Approved Manufacturer EPL Websites (08/16/2016)
   (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/Aug2016\_1\_3744-manufacturers-20160816.pdf)
- Approved EPL Sellers (08/16/2016)
   (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/Aug2016\_2\_3744-sellers-20160816.pdf)

### Archive for July 2016

- Approved Manufacturer EPL Websites (07/12/2016)
   (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/July2016\_1\_3744-manufacturers-20160712.pdf)
- Approved EPL Sellers (07/12/2016)
   (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/June2017\_2\_3744-sellers-20170607.pdf)

### Archive for February 2016

- Approved Manufacturer EPL Websites (02/01/2016)
   (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/FEB2016\_1\_3744-manufacturers-20160201.pdf)
- Approved EPL Sellers (02/01/2016)
   (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/FEB2016\_2\_3744-sellers-20160201.pdf)

### **Archive for December 2015**

- Approved Manufacturer EPL Websites (12/04/2015)
   (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/Dec2015\_1\_3744-manufacturers-20151204.pdf)
- Approved EPL Sellers (12/04/2015)
   (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/Dec2015\_2\_3744-sellers-20151204.pdf)

### Archive for November 2015

- Approved Manufacturer EPL Websites (11/30/2015)
   (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/Nov2015\_1\_3744-manufacturers-20151130.pdf)
- Approved EPL Sellers (11/30/2015)
   (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/Nov2015\_2\_3744-sellers-20151130.pdf)

### Archive for December 2014

- Approved Manufacturer EPL Websites (12/12/2014)
   (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/Dec2014\_1\_3744-manufacturers-20141212.pdf)
- Approved EPL Sellers (12/12/2014)
   (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/Dec2014\_2\_3744-collers-2014/1212 add

- Approved Manufacturer EPL Websites (08/08/2014) (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/Aug2014\_1\_3744-manufacturers-20140808.pdf)
- Approved EPL Sellers (08/08/2014) (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/Aug2014\_2\_3744-

### Archive for July 2014

sellers-20140808.pdf)

- Approved Manufacturer EPL Websites (07/28/2014) (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/July2014\_1\_3744-manufacturers-20140728.pdf)
- Approved EPL Sellers (07/28/2014)
   (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/July2014\_2\_3744-sellers-20140728.pdf)
- Approved Manufacturer EPL Websites (07/03/2014)
   (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/July2014\_3\_3744-manufacturers-20140703.pdf)
- Approved EPL Sellers (07/03/2014)
   (https://www.its.ms.gov/sites/default/files/ProcurementPDFs/July2014\_4\_3744-sellers-20140703.pdf)

### **ABOUT ITS**

ITS is the catalyst for effective planning, deployment, and operation of innovative technologies for Mississippi State Government. ITS forms dynamic partnerships with our customers and the private sector to optimize the use of available resources for enhanced delivery of government services.

MSDeptofITS/)

(https://twitter.com/msdeptofits)

(https://www.linkedin.com/company/mississippidepartment-of-information-technologyservices/)



(https://www.ms.gov)

The purchase limit is \$200,000 per fiscal year (July – June) for the Two-Way Radio EPL without additional approval from ITS. Regardless of the dollar limit, the customer MUST obtain quotations from two or more EPL sellers. For any acquisition that results in an expenditure over \$100,000 in a fiscal year, the customer MUST also receive written approval from the Wireless Communications Commission (WCC). Any entity using this EPL must abide by the current published Two-Way Radio EPL 3744 Instructions for Use document even if the entity is not under ITS purview.

### **ZETRON Reseller Group**

## If you purchase this Manufacturer's product, print this page for your purchase file. MAGIC Contract Number - 8500000046

3744 - Two-Way Radio EPL

EPL Expiration Date: June 30, 2022

To obtain a list of available products for this manufacturer, please visit the following website:

https://portal.zetron.com/ms-its-epl-3744

Approved Categories for Two-Way Radio EPL for ZETRON

01 - Radios

02 - Radio Accessories

### Approved Sellers for ZETRON

This manufacturer is only approved for the below EPL sellers(s) and within each seller, the product categories shown in parenthesis. Some sellers are not approved for all product categories within a manufacturer's product line.

CENTRAL MISSISSIPPI COMMUNICATIONS (01 - Radios, 02 - Radio Accessories)

<u>COMMUNICATIONS INTERNATIONAL INC</u> (01 - Radios, 02 - Radio Accessories)

COMSOUTH, INC (01 - Radios, 02 - Radio Accessories)

PRECISION COMMUNICATIONS, INC. (01 - Radios, 02 - Radio Accessories)

\* ZETRON, INC. (01 - Radios, 02 - Radio Accessories)

\* Mail-Order Only



3771 Eastwood Drive Jackson, MS 39211-6381 Phone: 601-432-8000 Fax: 601-713-6380

www.its.ms.gov

David C. Johnson, Executive Director

### Memorandum

To: ITS Customers requesting the Two-Way Radio Express Products List (EPL) 3744

From: David C. Johnson

Date: July 3, 2014 (Updated May 31, 2021)

Re: Instructions for Use: Two-Way Radio EPL 3744

### 1. Introduction

- 1.1. The Two-Way Radio EPL 3744 includes products as well as related installation services for the acquisition of two-way radios, radio accessories, and installation services.
- 1.2. The Two-Way Radio EPL 3744 is the result of a competitive procurement. The Two-Way Radio EPL is a multi-vendor award that meets Mississippi requirements for legal purchases. Two-Way Radio procurements made in accordance with this Instructions for Use Memorandum meet all Mississippi purchasing laws and requirements.
- 1.3. The Two-Way Radio EPL 3744 uses a manufacturer-sponsored reseller group model. Manufacturers propose product and pricing for two-way radio products/services and name which Sellers may resell their products through the EPL. The manufacturers create a special EPL website to publish their approved price lists. Manufacturers propose products with not-to-exceed pricing on behalf of their resellers.
- 1.4. ITS houses the following information on the Two-Way Radio EPL Interactive website available at <a href="http://www.its.ms.gov/Procurement/Pages/EPLs.aspx">http://www.its.ms.gov/Procurement/Pages/EPLs.aspx</a>:
  - 1.4.1. A page for each manufacturer, including a link to the manufacturer's EPL website and a list of approved sellers for each manufacturer by product category.
  - 1.4.2. A page for each seller, including seller's contact information, the manufacturers and categories for which they are approved to sell, approved service rates, and "Place Order To" and "Remit To" information.
  - 1.4.3. This "Instructions for Use" memorandum, EPL Minimum Specifications, and the EPL Purchase Agreement.
- 1.5. The Two-Way Radio EPL is governed under Procurement Instruments: Express Products Lists (EPLs) in the ITS Procurement Handbook (Rule 206.2: 011-030). The EPL is not to be confused with state contracts issued by Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management (DFA-OPTFM).

### 2. EPL Effective Dates

The Two-Way Radio EPL will be valid from the signature date of this memo through June 30, 2022.

### 3. Who May Use

- 3.1. This EPL may be used by Mississippi agencies, universities, community/junior colleges and governing authorities (cities, counties, school districts, etc.).
- 3.2. Any entity using this EPL must abide by the instructions in this memorandum even if that entity is not under ITS purview.
- 3.3. Local governmental entities are able to use the EPL in lieu of conducting their own procurements, based on MS Code 31-7-13(m)(xi) that allows 'governing authorities' to do so as an exception to the bidding requirements found in Public Purchasing Code.

### 4. Dollar Limitations of Use

- 4.1. The purchase limit is \$200,000 per project per fiscal year (July June) for the use of the Two-Way Radio EPL without additional approval from ITS.
- 4.2. Projects costing in excess of \$200,000 are beyond the scope of this delegated process and subject to full ITS review and authorization. Authorization to exceed the EPL dollar limitation is described in the ITS Procurement Handbook under the EPL Planned Purchase process, Rule 207.7: 013-080. Below is the link to the Procurement Handbook.
  - http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf.
- 4.3. For any acquisition that results in an expenditure over \$100,000 in a fiscal year, the customer must also receive written approval from the Mississippi Wireless Communication Commission (WCC).

### 5. Mississippi Wireless Communication Commission (WCC)

- 5.1. Senate Bill 2514, 2005 Regular Session, established the Mississippi Wireless Communication Commission to ensure critical personnel have effective communications services available in emergency situations. The enabling legislation specifically directs the Commission to implement a statewide wireless communications system for state and local governments that enables interoperability between various wireless communications technologies. The Commission is further tasked with the responsibility for approving all wireless communication purchases within the state and for setting forth rules and regulations governing these purchases. All government entities in the state are under the WCC purview, both state and local.
- 5.2. The WCC has delegated the purchase approval of wireless products where the project lifecycle cost is within certain ranges and has further established an approval process for procurements above these levels.
  - 5.2.1. Lifecycle cost < or = \$100,000; no WCC review required. Normal public purchasing guidelines followed including use of ITS EPLs.
  - 5.2.2. Lifecycle cost > \$100,000 but < \$250,000; requires review and approval of WCC Review Committee. Normal public purchasing guidelines followed including use of ITS EPLs.
  - 5.2.3. Lifecycle cost > \$250,000; requires review and approval of WCC Review Committee AND the Commission. Normal public purchasing guidelines followed.

- 5.3. Two-Way Radio products and services on the Two-Way Radio EPL are under the WCC purview. The WCC has recommended that ITS continue to publish the Two-Way Radio EPL and that customers may continue to use this EPL up to the dollar limitations approved by ITS and the WCC.
- 5.4. For more information on the Wireless Communication Commission, please visit their website at: <a href="http://www.wcc.ms.gov">http://www.wcc.ms.gov</a>.
- 5.5. Statewide RFP for Digital Trunked Land Mobile Radio System
  - 5.5.1. As part of the WCC's mission, ITS and the WCC issued RFP 3429 for a statewide Digital Trunked Land Mobile Radio System. In June 2007, the WCC executed a turnkey agreement with Motorola for the implementation of the statewide radio system to be known as the Mississippi Wireless Information Network (MSWIN).
  - 5.5.2. The MSWIN Agreement may be used by any Mississippi public entity for the purchase of subscriber and console units.
  - 5.5.3. The Two-Way Radio EPL will continue to be published for Motorola and non-Motorola MSWIN compatible equipment as well as replacement equipment for existing radio systems. In order to be MSWIN compatible, the equipment being purchased MUST be P-25 Phase 2 TDMA capable.
  - 5.5.4. For more information on using MSWIN, call the WCC at (601) 359-5333 or access the MSWIN Instructions for Use at:
    - http://www.its.ms.gov/Services/Pages/MSWIN-Radio.aspx.

### 6. Preparing Specifications

- 6.1. Purchases made using the Two-Way Radio EPL must be based upon competitive and open specifications.
- 6.2. Entities using the Two-Way Radio EPL must have well defined business objectives and technical requirements for the items being purchased. These objectives and requirements will be used to evaluate seller offerings and to determine the lowest and best solution.
- 6.3. Verify the system requirements for your purchase. Describe your existing equipment and software in your solicitation.
- 6.4. Technical Specifications required by ITS are available on the ITS website. Choose the "Minimum Specifications" link on any manufacturer or seller page. Questions regarding specifications should be directed to the seller or manufacturer providing the products. Many of the manufacturer EPL websites include additional product information.

### 7. Solicit Quotations and Evaluate Seller Offerings for Lowest and Best

- 7.1. Once your technical specifications are developed, solicit quotations from two or more EPL sellers.
- 7.2. When soliciting quotations from EPL sellers, specifications must not name a specific product or manufacturer unless the State or the purchaser has established an agency/institution "manufacturer standard" for the brand name product.
  - 7.2.1. An EPL procurement is not appropriate to establish a brand-name standard.
  - 7.2.2. Guidelines for setting a standard are detailed in the ITS Procurement Handbook under the Setting a Manufacturer Standard, Chapter 019-030. The ITS Procurement Handbook is available at this link:

### http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf

- 7.3. It is the customer's responsibility to alert the seller if the customer is using the EPL as the purchasing mechanism. The seller must reference the EPL on any quotation provided.
- 7.4. It is your responsibility to evaluate and choose the products and services that best meet your needs.
- 7.5. EPL customers must evaluate seller proposals and document that they are choosing the products and sellers that meet their "lowest and best" criteria and that proposals are valid for the Two-Way Radio EPL.
  - 7.5.1. Verify that seller offerings meet your technical specifications. Demonstration packages may be available. If you are not familiar with the equipment, ask about this option. Confirm that your existing equipment and software will be compatible with the equipment purchased.
  - 7.5.2. Carefully compare any quotation provided by a seller to what is actually on the manufacturer's EPL website.
  - 7.5.3. Verify that the items proposed are available on the current price list posted on the manufacturer's EPL website.
  - 7.5.4. Verify that pricing proposed is less than or equal to the price posted.
  - 7.5.5. All quotations must adhere to the following:
    - 7.5.5.1. A reference to Two-Way Radio EPL 3744 must be printed on the quotation.
    - 7.5.5.2. All components must be from the same manufacturer.
    - 7.5.5.3. All components on the quotation must be EPL-Items. Products or services purchased in conjunction with EPL products that are not specifically described and authorized on the published EPL are "Non-EPL Items" and the authority for purchasing such items must come from public purchasing dollar limitations or other procurement tools. "Non-EPL Items" should NOT be included in the same quotation as EPL items.
    - 7.5.5.4. All components must be a separate line item and must provide the following:
      - 7.5.5.4.1. Manufacturer's part number,
      - 7.5.5.4.2. Description, and
      - 7.5.5.4.3. Item cost.
  - 7.5.6. Select the lowest cost quotation that meets your technical specifications.
    - 7.5.6.1. Quotations that do not meet your technical specifications may be eliminated from further consideration.
    - 7.5.6.2. Quotations for the same equipment must be identical in terms of configuration and quantities purchased.
    - 7.5.6.3. If the two quotations are identical, you must select the quotation with the lowest cost.
  - 7.5.7. Other considerations in addition to cost and technical merit may be included as part of your evaluation and should be documented. These might include such factors as value-added qualifications, substantiated product quality, compatibility with existing equipment, past performance, references, manufacturer standards based upon a

- prior bid, delivery time frame, proximity to the seller's service center, and benefits from acquiring from a single source.
- 7.5.8. Before making the final determination of lowest and best, consider these best practices:
  - 7.5.8.1. EPL prices are based on a quantity of one. Negotiate for lower pricing when ordering multiples.
  - 7.5.8.2. Manufacturers are providing a not-to-exceed price. EPL prices may be lowered by the seller. Check with the sellers for price changes and quantity discounts.
  - 7.5.8.3. Some sellers and manufacturers offer an additional discount for Education. Check with the sellers and ask for education pricing, if applicable.

### 8. Installation and Support Hourly Rates

- 8.1. Installation is available for Two-Way Radio EPL products from all sellers designated as "Value-Added" and is optionally available from some sellers designated as "Mail-Order." Installation rates are shown on each seller's page in the EPL Interactive.
- 8.2. Hourly Rates for Basic Installation Services and for Project Managers, Engineers, or Advanced Technicians
  - 8.2.1. Sellers propose hourly rates based upon standard business hours of 8x5, Monday Friday, excluding holidays. Should customers have needs for after-hours services, the seller may optionally charge up to one and one-half (1 ½) times their service rate, provided the seller has supplied a written estimate and advised the customer of the after-hours charge.

### 8.3. Hourly Rates for Travel

- 8.3.1. The travel rate is not to be used for warranty work.
- 8.3.2. The seller must provide a not-to-exceed estimate of any travel before service is ordered and performed. Travel fees that are negotiated between the seller and the customer should include the following considerations:
  - 8.3.2.1. Is the estimate for one-way or two-way travel?
  - 8.3.2.2. Is the estimate per person or per vehicle?

### 9. Extended Warranties

Many manufacturers offer warranty upgrades enhancing the base warranty required by ITS. These options should be ordered at the time of product purchased through an approved EPL seller. The minimum base warranty required by ITS is described in the Minimum Specifications. For a full warranty description for each product, check the manufacturer's EPL website or with your seller.

### 10. Place Your Order

- 10.1. Check the Two-Way Radio EPL Interactive for any changes to the approved lists for manufacturers and sellers.
- 10.2. Check the manufacturer's EPL website for any product or pricing changes. Manufacturers have the ability under this EPL to add, edit, or delete products from their EPL website at will. Should a manufacturer raise a price on a product or any component or accessory of a product, the manufacturer must honor the lower price for thirty (30) days from the time the

- raised price is posted on the website. Similarly, if the customer has obtained an "eQuote" from the manufacturer's EPL website, that not-to-exceed price is valid for thirty (30) days.
- 10.3. Place Two-Way Radio EPL orders directly with the approved EPL seller.
- 10.4. Issue appropriate purchase order(s).
  - 10.4.1. Reference RFP Number 3744 Two-Way Radio EPL on your purchase order together with the seller's contract number, which appears on the seller's information page.
  - 10.4.2. The purchase order and quote should match in terms of items purchased, quantities purchased and total amount.

## 11. Mississippi's Accountability System for Government Information and Collaboration (MAGIC)

- 11.1. State agency customers are required to purchase through Mississippi's Accountability System for Government Information and Collaboration (MAGIC).
  - 11.1.1. The Contract Number is provided on the Reseller Group's EPL Interactive page. Ex: MAGIC Contract Number – 850000xxxx
  - 11.1.2. The Supplier Number is provided on each Seller's EPL Interactive page. Ex: MAGIC supplier Number 31000xxxxx
- 11.2. State agency customers will be required to use NIGP codes when purchasing through Mississippi's Accountability System for Government Information and Collaboration (MAGIC). The following NIGP codes will be used for products purchased using the Two-Way Radio EPL:

| NIGP<br>Code:                 | Use For:   |        |     |  |  |  |
|-------------------------------|--|--------|-----|--|--|--|
| 72689                         | Two-Way Radio Receivers, Transmitters, Transceivers: | Mobile | and |  |  |  |
| Base Station (Audio Transfer) |  |        |     |  |  |  |
| 72690                         | Two-Way Radio Supplies, Parts, and Accessories       |        |     |  |  |  |

- 11.3. The following must be uploaded to MAGIC for Two-Way Radio EPL purchases as attachments to your Purchase Order.
  - 11.3.1. Quotations from a minimum of two sellers. If evaluation activities result in the elimination of multiple quotations and only one seller quotation remains valid, you must either:
    - 11.3.1.1. Solicit additional quotations, or
    - 11.3.1.2. Attach documentation detailing your evaluation and justifying your selection.
  - 11.3.2. A printout from the manufacturer's EPL website showing the product and pricing of the purchased EPL item(s). If the manufacturer has a "Configurator" that allows the customer to select options for the product, then print out the configuration or the eQuote generated by the configurator. The purchase order must match the product on the approved manufacturer's EPL.
  - 11.3.3. A copy of this Instructions for Use Memorandum.
  - 11.3.4. If the purchase is related to a project that is a part of the Agency's IT Plan, a copy of the related planning form from the ITS planning system.

11.3.5. Please note that if MAGIC routes your Purchase Order to ITS for approval, ITS will vet the information provided and may have additional requirements before approving your Purchase Order. Any deviation from this Instructions for Use Memorandum may result in delays in the approval of your purchase. ITS will also vet the items being purchased to ensure that they are within the scope of the EPL. ITS periodically reviews the information on the manufacturer websites to ensure that the price lists remain in scope, however, it is possible that an item listed may be deemed out of scope upon ITS review.

### 12. EPL Audit Integrity

- 12.1. It is the responsibility of every customer using the EPL to maintain proper records to reflect that all procurements from the EPL are made in accordance with ITS policies and procedures.
- 12.2. What Goes in Your Purchase/Audit File?
  - 12.2.1. Make sure you provide adequate documentation that you followed the recommendations and directives in this Instructions for Use Memorandum. At a minimum, include:
    - 12.2.1.1. A copy of the purchase order.
    - 12.2.1.2. The manufacturer's page from the Two-Way Radio Interactive website.
    - 12.2.1.3. The seller's page from the Two-Way Radio Interactive website.
    - 12.2.1.4. A printout from the manufacturer's EPL website showing the product and pricing of the purchased EPL item(s). If the manufacturer has a "Configurator" that allows the customer to select options for the product, then print out the configuration or the eQuote generated by the configurator. ITS will not keep a copy of each manufacturer's price list or website products. These websites may change daily and it is imperative that the customer print and keep a copy of the EPL products being purchased from the manufacturer site at the time of purchase.
    - 12.2.1.5. If the seller has provided the customer with a tailored quote showing quantities or additional discounts, keep this quote in your project file.
    - 12.2.1.6. A copy of all quotes received.
    - 12.2.1.7. A copy of this Instructions for Use Memorandum.
    - 12.2.1.8. If the purchase is related to a project that is a part of the Agency's IT Plan, a copy of the related planning form from the ITS planning system.
    - 12.2.1.9. Any additional project-related documentation or justification.

### 13. Contracts and Additional Considerations

13.1. The Two-Way Radio EPL has its own contract, the "EPL Master Purchase Agreement", executed by each EPL seller and ITS. A copy of this Agreement is on the Two-Way Radio EPL Interactive website. Should your purchase be large or involve special terms, you may wish to negotiate additional terms specific to your situation with the seller at the time of purchase to address any additional concerns not addressed in the Agreement.

### 13.2. Returning Defective Product to Seller:

- 13.2.1. The Agreement provides in Articles 7.6 and 7.7 for circumstances when the customer may test and evaluate the purchased product to ensure it is not defective and that it performs to the specifications published in the EPL. Please be aware that the Agreement does not provide for "buyer's remorse," where the customer may send back a product because the customer has changed his mind or wants something else. The seller often is not allowed to ship a product back to the manufacturer if it is not defective. This is particularly true in case of special orders or configurations.
- 13.2.2. Please review these two articles and work with your seller ahead of time to make sure you are ordering equipment that will fit your needs. If the delivered product is defective, you are protected and may return the product if you notified the seller within the ten (10) working day acceptance period. Although some sellers may be able to work with you on a return for non-defective equipment, this is not an EPL requirement. Some sellers may choose to charge the customer a "re-stocking" fee in order to take back unwanted products. The customer assumes responsibility for all "re-stocking" fees in this instance as a condition for using this EPL.
- 13.3. Shipping costs for a standard delivery are included as part of the product purchase price published on the manufacturer's EPL website. If the delivery is beyond a standard delivery due to issues such as weight/size or "white glove treatment", the additional freight/transportation charges may be passed along to the customer and should be line-itemed on the seller's quotation.

### 14. American Recovery and Reinvestment Act (ARRA) of 2009

- 14.1. To the best of our knowledge, the EPLs are valid purchase instruments for the use of ARRA funds.
- 14.2. We recommend that customers using these instruments for purchases using ARRA funds obtain written quotations from multiple EPL sellers, that the request for quotations state that ARRA funds will be used for the purchase, and that all quotations be maintained in the purchase file.
- 14.3. ITS EPLs are established based on sealed proposals submitted by vendors in response to RFPs advertised in accordance with all state statutory requirements for legal procurements of IT products. The EPL RFPs were advertised both in a newspaper with statewide circulation and on the Mississippi Development Authority (MDA) Mississippi Procurement Technical Assistance Program website. Advertisements exceeded the minimum timeframes required for ARRA purchases. Proposals received in response to these RFPs were evaluated, validated, and published for the use of any public entity in the state in accordance with the Instructions for Use published by ITS.
- 14.4. Each seller's entry in the Two-Way Radio EPL Interactive has a field labeled "ARRA Participant" with either a "YES" or "NO" designation.
  - 14.4.1. The ARRA "YES" designation connotes that the seller has agreed to work with EPL customers to fulfill purchases that are funded by ARRA. These sellers have signed the EPL Purchase Agreement ARRA, which includes certain terms and conditions pertaining specifically to ARRA purchases.
  - 14.4.2. Any seller with a "NO" designation has not agreed to participate in the ARRA program. These sellers have signed the EPL Purchase Agreement Non-ARRA.

### 15. To Report Problems or Request Assistance

15.1. If you have any feedback that may help us to improve this process or if you have any problems with your EPL order, please let ITS know. We suggest you notify the seller of the problem in writing and send a copy to ITS. You may contact us in writing by one of the following ways:

15.1.1. e-mail: isshelp@its.ms.gov

15.1.2. FAX: (601) 713-6380

15.1.3. Mail: ITS, 3771 Eastwood Drive, Jackson, MS 39211

- 15.2. If you have questions about using the EPL, please contact the Procurement Help Desk at (601) 432-8166 or isshelp@its.ms.gov.
- 15.3. ITS is also available to host a "mini-class" on how to use our EPLs at a customer's request. Please contact the Procurement Help Desk if interested.

### Copies of this document are available on the Internet

at: http://www.its.ms.gov/Procurement/Pages/EPLs.aspx

cc: ITS Project File Numbers 40729 and 46256

# EXHIBIT I

other components Survantee 10-15 years Ultillite purched in this Survantee Warranty

Xybix Systems, Inc. 8207 SouthPark Circle Littleton CO 80120 Phone: 303-683-5656 Fax: 303-683-5454

the House



Quote Number: 30371 Quote Date: 6/14/2022

Revision: B
Orig Create Date: 6/14/2022

Expires: 6/30/2022 Opp #: 0026089

Quote

Terms: 50% DEP;40% INSTALL;10% PUNCH

Page:

1 of 3

**QUOTE TO:** 

meghand

Acct: CLACOUWEMS

Clay County E911 1252 E. Broad Street West Point MS 39773 SHIP TO:

Clay County E911 1252 E. Broad Street West Point, MS 39773

Salesperson: BRITTNEY MUSGRAVE

Phone: (214) 727-1681 Email: brittneym@xybix.com

Phone: Email:

Standard 2021-9 Price List EAGLE LINE

06.14.2022 R2: Updated monitor configuration: (4) over (4). MND

03.21.2022 R1: Move forward w/out fixed 4th; Shorten storage to ADA line. MND

Standard 2021-9 Price Increase:

STD 2021-9 Pricing will be honored until Jun 30th, 2022. After this date there will be a price increase.

Pandemic Freight Surcharge:

This fee is the temporary upcharge we are experiencing for shipping related costs and delays.

TAXES:

Xybix is not registered to collect sales tax in the state of MS and any sales tax due on your transaction will need to be paid directly by you to your State agency (this is commonly referred to as USE Tax).

| Line | Part Num  | Desc  |   | Qty U/M | List Ea.   | Disc. % | Disc. Price | Net Price   |
|------|-----------|---|---|---------|------------|---------|-------------|-------------|
| 1.00 | 14145-BLK | Cable Pole 96" - Alum Black   | 1 | 3.00 EA | \$130.00   |         | \$83.20     | \$249.60    |
| 1.01 | 15335     | Cable Pole Trim Kit Top and Bottom<br>Aluminum Black  | 2 | 1.00 EA | \$32.00    | 36.00 % | \$20.48     | \$20.48     |
| 2,00 | 14486-3D. | Adj. Table Worksurface - Corner Dual<br>Surface - 72L x 72R - Cable<br>Management Included  | 3 | 3.00 EA | \$2,719.00 | 50.00 % | \$1,359.50  | \$4,078.50  |
| 3.00 | 15844     | L5S Table Base for 72X72 Corner<br>Worksurface  | 4 | 3.00 EA | \$8,279.00 | 50.00 % | \$4,139.50  | \$12,418.50 |
| 4.00 | 16744.    | Monitor Mount 3 - Rollervision - Corner<br>Dual Surface - 72L x 72R<br>16676 - Std VESA Mount 2 HI 2 Knuckle<br>Qty = 4 Total: \$3,440,00 | 5 | 3.00 EA | \$5,803.00 | 50.00 % | \$2,901.50  | \$8,704.50  |
| 5.00 | 16130-8   | Datadock2 - Keyboard Snap-In Cable<br>Organizer<br>Includes:<br>8 - USB Ports<br>1 - RJ45 Port  | Ğ | 3.00 EA | \$709.00   | 50.00 % | \$354.50    | \$1,063.50  |
| 6.00 | 11792-BLK | Power Bar - 10 Outlet With Black Sticker  | 7 | 3.00 EA | \$170.00   | 50.00 % | \$85.00     | \$255.00    |

Xybix Systems, Inc. 8207 SouthPark Circle Littleton CO 80120 Phone: 303-683-5656 Fax: 303-683-5454 meghand

**%** xybix

**Quote Number: 30371** 

Quote Date: 6/14/2022 Revision: B

Orig Create Date: 6/14/2022 Expires: 6/30/2022 Opp #: 0026089

Quote

Terms: 50% DEP;40% INSTALL;10% PUNCH

Page:

2 of 3

|       | ,                  |   |    |         |            |         |             |            |
|-------|--------------------|---|----|---------|------------|---------|-------------|------------|
| Line  | Part Num           | Desc  |    | Qty U/M | List Ea.   | Disc. % | Disc. Price | Net Price  |
| 6.01  | 11792-OR           | Power Bar - 10 Outlet With Orange<br>Sticker  | 8  | 3.00 EA | \$170.00   | 50,00 % | \$85.00     | \$255.00   |
| 6.02  | 15508              | Power Data Station Grommet, Power 3/Data 1/USB 2, 10 FT Power Cord                  | 9  | 1.00 EA | \$325.00   | 50.00 % | \$162.50    | \$162.50   |
| 6.03  | 14976              | 6 Outlet Power Strip 25'  | 10 | 2.00 EA | \$180.00   | 50.00 % | \$90.00     | \$180.00   |
| 7.00  | CPNT.              | Table Components  | 11 | 3.00 EA | \$674.00   | 50.00 % | \$337.00    | \$1,011.00 |
|       |                    | 16709 - Task Lights - \$519.00<br>16712 - Down Bias Lighting - \$155.00             |    |         |            |         |             |            |
| 8.00  | 15463              | Shelf Under Surface 19W x 9D - Metal  | 12 | 3.00 EA | \$166.00   | 50.00 % | \$83.00     | \$249.00   |
| 8.01  | 15476              | Shelf Under Surface USB Charging<br>Upgrade Assembly                                | 13 | 3.00 EA | \$139.00   | 50.00 % | \$69.50     | \$208.50   |
| 8.02  | 11165.             | Rackmount 1 High  | 14 | 3.00 EA | \$351.00   | 50.00 % | \$175.50    | \$526.50   |
| 10.00 | 12033-3D.          | Return Worksurface - 12Wx36D  | 15 | 1.00 EA | \$656.00   | 50.00 % | \$328.00    | \$328.00   |
| 10.01 | 12033 <b>-</b> 3D. | Return Worksurface - 18Wx36D  | 18 | 1.00 EA | \$656.00   | 50.00 % | \$328.00    | \$328.00   |
| 10.02 | 12033-3D-<br>FT.   | Flip Top Return Worksurface -<br>27.25Wx36D   | 18 | 2.00 EA | \$656.00   | 50.00 % | \$328.00    | \$656.00   |
| 10.03 | 12033-3D.          | Return Worksurface - 36Wx36D  | 19 | 1.00 EA | \$656.00   | 50.00 % | \$328.00    | \$328.00   |
| 11.00 | 16209              | Cable Bridge Corner Angled Left Side  | 20 | 2.00 EA | \$261.00   | 50.00 % | \$130.50    | \$261.00   |
| 11.01 | 16210              | Cable Bridge Corner Angled Right Side   | 21 | 1.00 EA | \$261.00   | 50.00 % | \$130.50    | \$130.50   |
| 11.02 | 15220 <b>-</b> 3D. | CPU Cabinet - ERGO ACCESS Tech<br>Tower 18Wx48H Left Access                         | 22 | 1.00 EA | \$2,115.00 | 50.00 % | \$1,057.50  | \$1,057.50 |
| 11,03 | 15485-3D-<br>FT.   | CPU Cabinet - ERGO ACCESS Under<br>Work Surface 27.25Wx34.5D With Flip<br>Top Hinge | 23 | 2.00 EA | \$1,764.00 | 50.00 % | \$882.00    | \$1,764.00 |
| 12.00 | 11867-3D.          | Drawer Pedestal - Fixed - Single - 18W - 12-12 Drawers 18W 22D                      | 24 | 2.00 EA | \$1,257.00 | 50.00 % | \$628.50    | \$1,257.00 |
| 12.01 | 11147 <b>-</b> 3D. | Drawer Pedestal - Mobile - Single - 16W - 12-12 Drawers 16W 18D                     | 25 | 1.00 EA | \$1,257.00 | 50.00 % | \$628.50    | \$628.50   |
| 15.00 | 11765-3D.          | Bookcase - UnderWS W/Toekick - 12W, 28H, 22D  | 26 | 1.00 EA | \$782.00   | 50.00 % | \$391.00    | \$391.00   |
| 16.00 | 13672-3D.          | Storage Cabinet - UnderWS W/Toekick - 18W, 28H, 22D                                 | 27 | 1.00 EA | \$1,014.00 | 50.00 % | \$507.00    | \$507.00   |

Xybix Systems, Inc. 8207 SouthPark Circle Littleton CO 80120 Phone: 303-683-5656 Fax: 303-683-5454

Terms: 50% DEP;40% INSTALL;10% PUNCH

meghand



Quote

**Quote Number: 30371** 

Quote Date: 6/14/2022

Revision: Orig Create Date: 6/14/2022

**Expires:** 6/30/2022

Opp #: 0026089

| Page: | 3 | of 3 |
|-------|---|------|
|       |   |      |

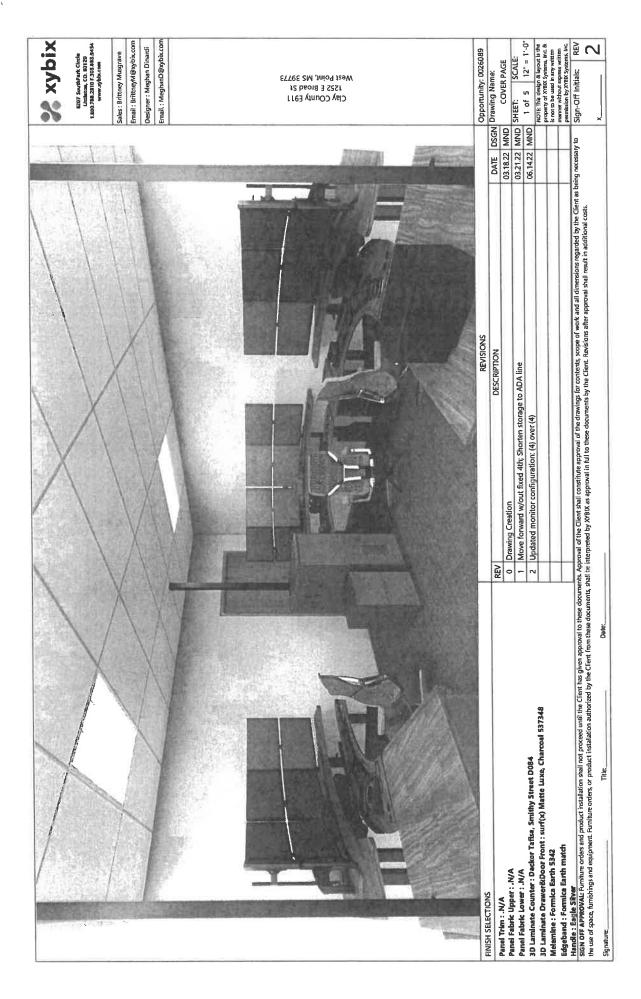
|       | -        | ,                          |             |                                      |               |             |          |             |             |
|-------|----------|----------------------------|-------------|--------------------------------------|---------------|-------------|----------|-------------|-------------|
| _ine  | Part Num | Desc                       |             |                                      | Qty U/M       | List Ea.    | Disc. %  | Disc. Price | Net Price   |
| 18.00 | 12751    | Support - "L" Bracket 4.5" |             | 29                                   | 2.00 EA       | \$55.00     | 50.00 %  | \$27.50     | \$55.00     |
| 18.01 | 12750    | Support - "L" Bracket 9"   |             | 29                                   | 2.00 EA       | \$55.00     | 50.00 %  | \$27.50     | \$55.00     |
| 18.02 | 12235    | Support - "L" Bracket 18"  |             | 30                                   | 1.00 EA       | \$55.00     | 50.00 %  | \$27.50     | \$27.50     |
| 18.03 | 14655    | Wall Screw Anchor Kit      |             | 31                                   | 3.00 EA       | \$15.00     | 50.00 %  | \$7.50      | \$22.50     |
| 90.00 | 16139    | Installers Kit Eagle Line  |             | 32                                   | 3.00 EA       | \$0.00      | 0.00 %   | \$0.00      | \$0.00      |
| 99.00 | Other    | Other Charges & Services   |             | 33                                   | 1.00 EA       | \$0.00      | 0.00 %   | \$0.00      | \$0.00      |
|       |          |                            |             | Line                                 | e (33) - Misc | ellaneous   | Charge - |             |             |
|       |          |                            |             |                                      | Description   |             |          |             | . Price     |
|       |          |                            |             | 1.)                                  | Freight       |             |          | 4,          | 735.00      |
|       |          |                            |             | 2.)                                  | Installation  | ı           |          | 7,          | 215.00      |
|       |          |                            |             | 3.)                                  | Pandemic      | Freight Sur | charge   |             | 743.58      |
|       |          | List Price Total:          | \$74,240.00 | Lir                                  | nes Total:    |             |          |             | \$37,179.08 |
|       |          |                            |             | Line Miscellaneous Charges<br>Total: |               |             | jės      | \$12,693.5  |             |
|       |          |                            |             | Ta                                   | axes Total:   |             |          |             | \$0.00      |
|       |          |                            |             | Qı                                   | uote Total:   |             |          |             | \$49,872.66 |

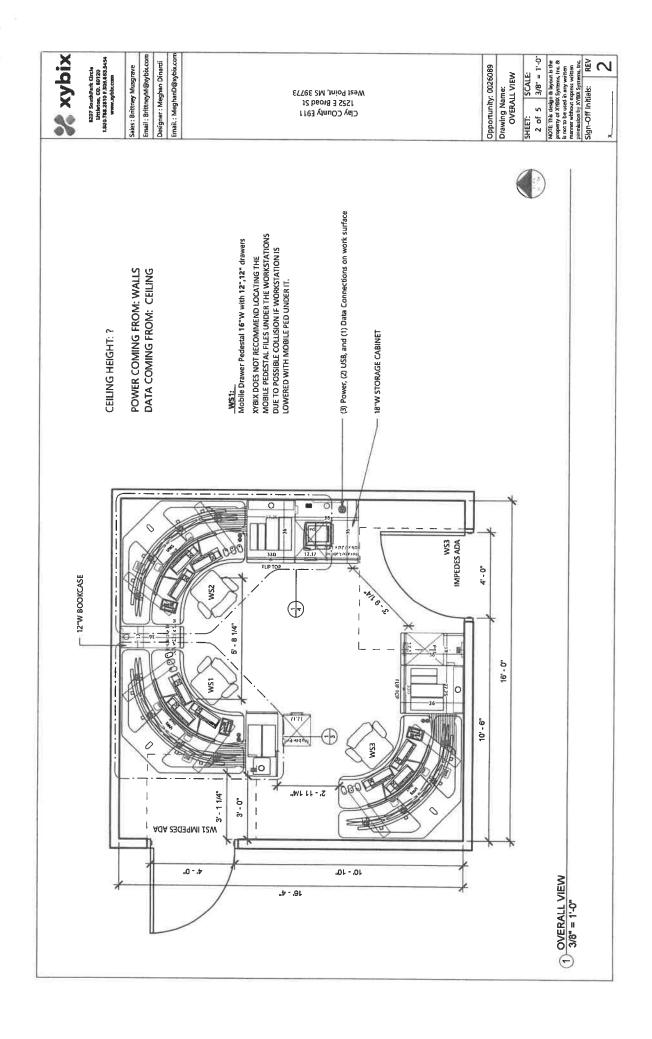
Note 1: All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

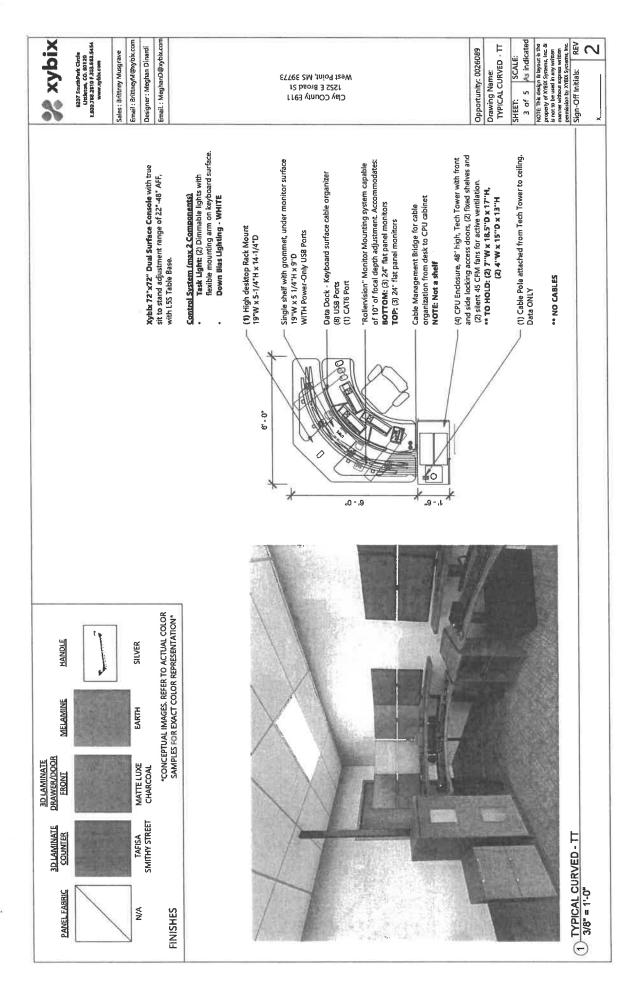
Note 2:
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors, Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.

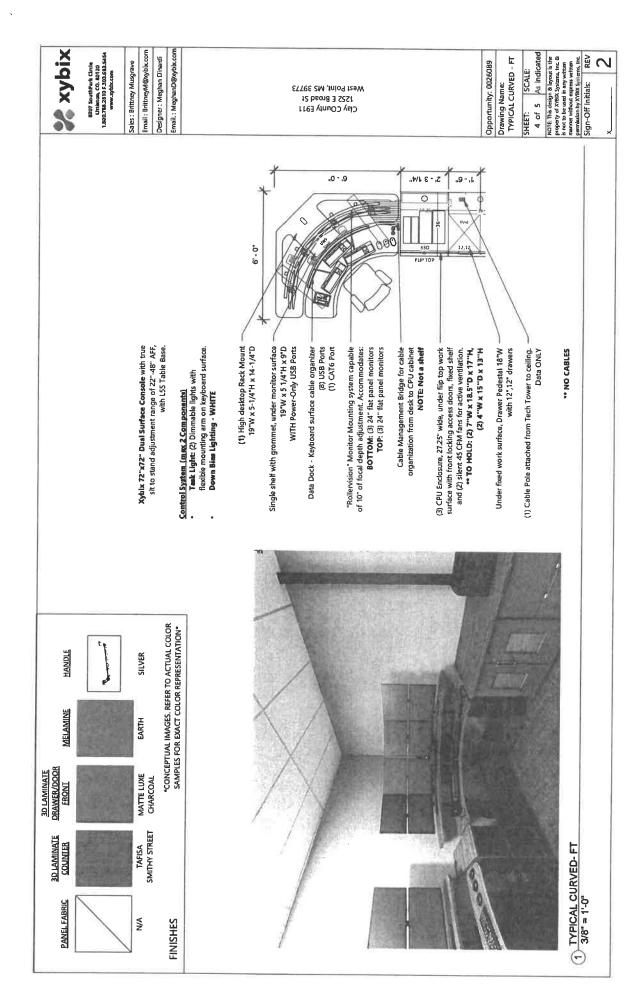
Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

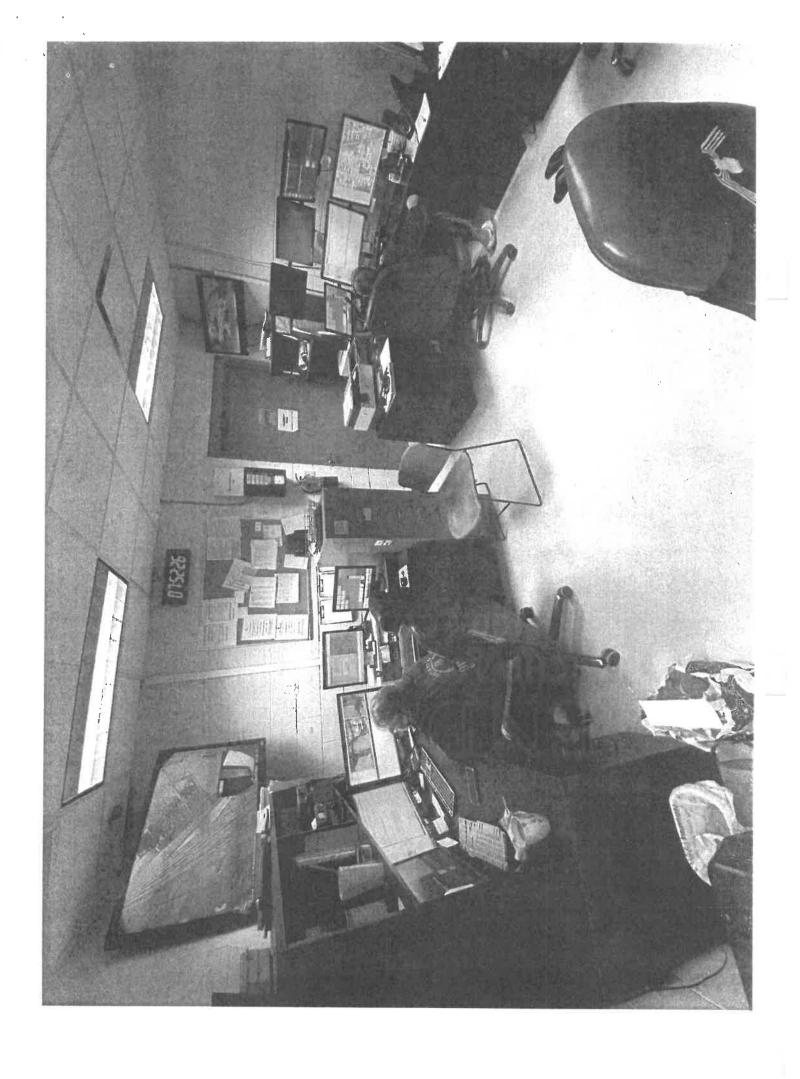


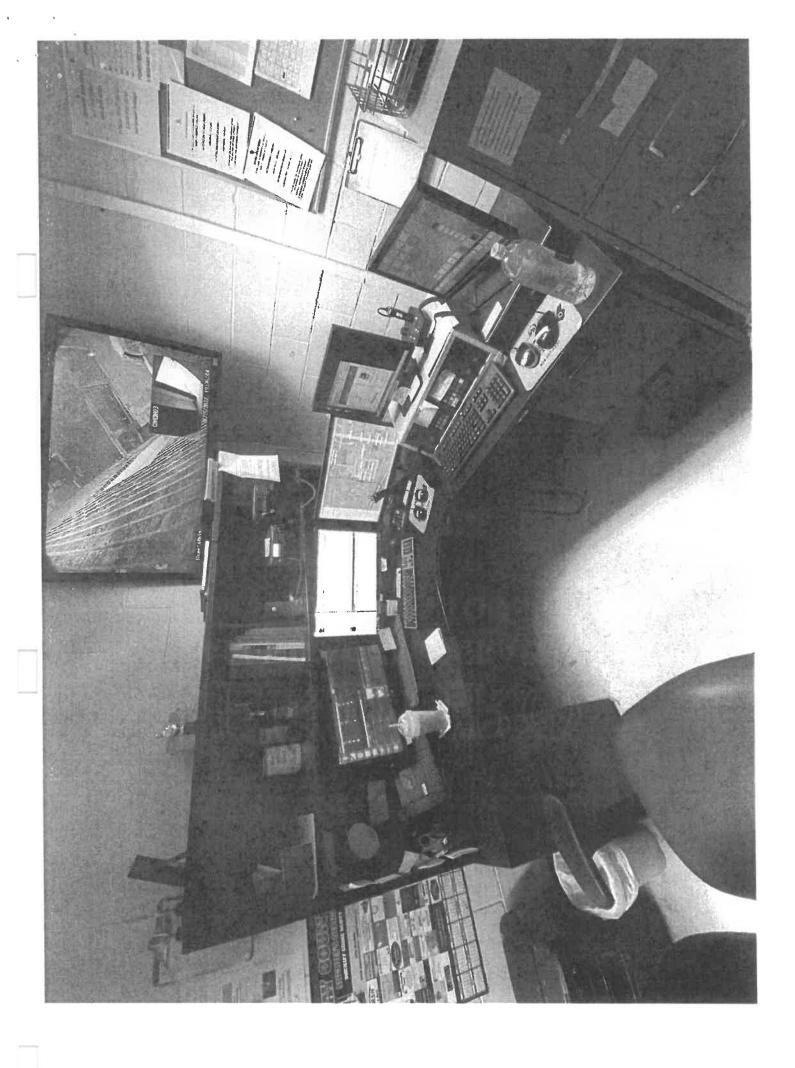


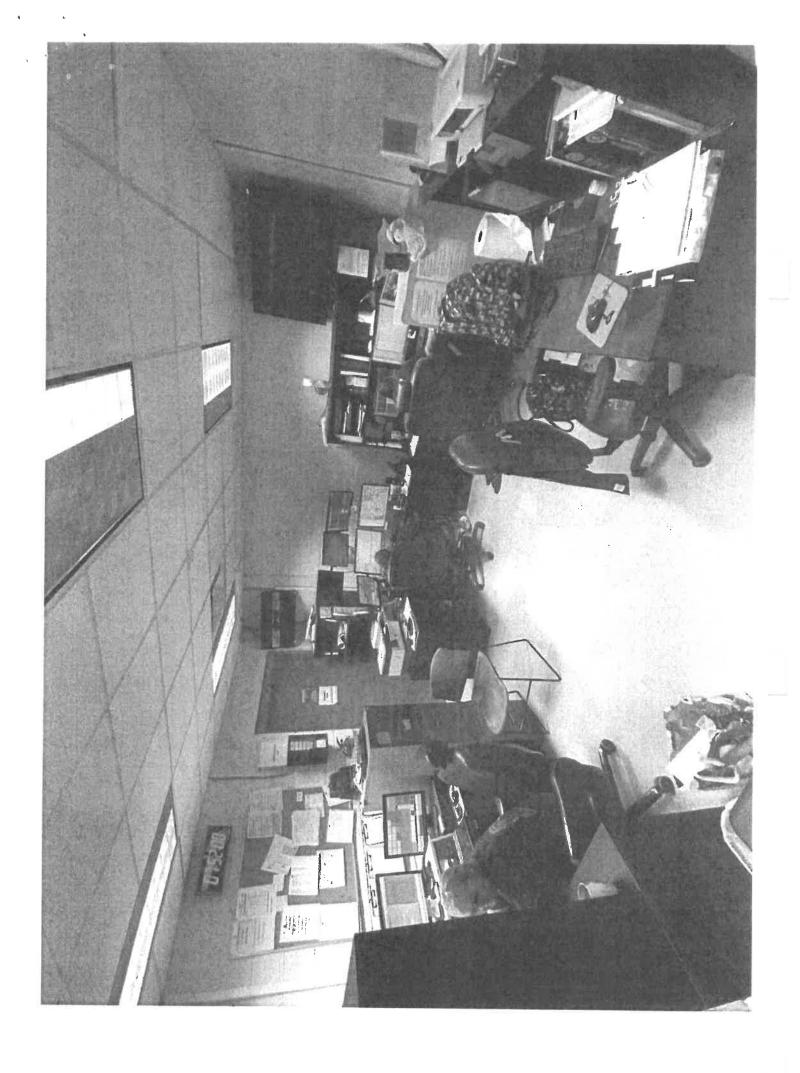


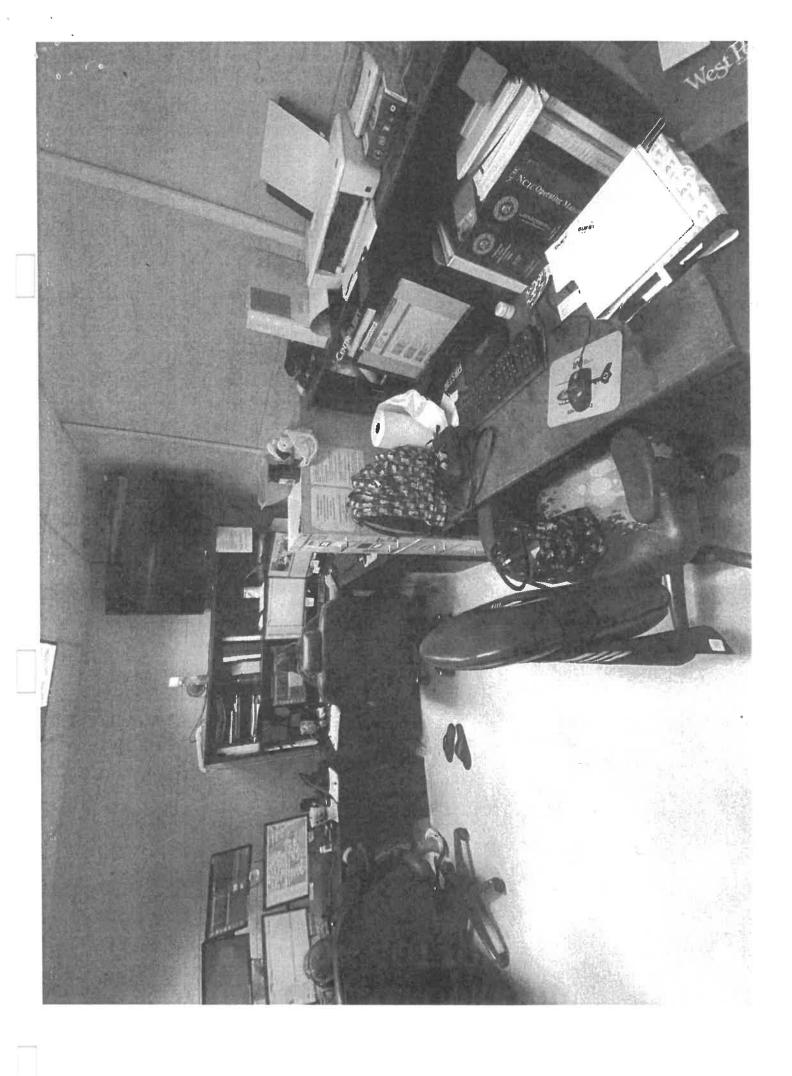


| % xybix                     | 8207 SouthPark Circle<br>Lithron, CO. 80129 | Lago.ha p 200 Assasses<br>www.opta.com<br>Sales: Brittney Musgrave<br>Ernail: BrittneyM@xybtx.com<br>Designer: Meghan Dinardi<br>Ernail: MeghanD@xybtx.com |  |                  | 12 be          | Clay COunty<br>1252 E Bro<br>M ¿fnioq 129W   |   | Opportunity: 0026089 Drawing Name: CABLE SHEET SHEET: S of S  | wote in the deep of a spoul to the property of XMES Systems, the CB in from the burst in system of the case of the year without repets, written manner without repets, written promision by XMES Systems for.  Sign-Off Initials:  X |
|-----------------------------|---|--|--|------------------|----------------|--|---|---|--|
|                             | TYPICAL DUAL                                |  |  |                  | BS/14Md        | CATS Herwork   |   | la!   |  |
|                             | 10N Position Type                           |  | AUDIO<br>Typical for Speakers  |                  |                |  | uired it is your<br>sales rep.  | rder following<br>esult in additior<br>**   | Date:  |
| SNOIL                       | MONITOR EXTENSION CABLES PER POSITION       | 7  | USB<br>Keyboard Mouse  |                  |                | (2) CATE   | ector types are requ<br>ict your designer or  | ny changes to this o<br>Iwing and PO may r<br>nsed to the client *  |  |
| EXTENSION CABLE CONNECTIONS | MONITOR EXT                                 | 1/2  | Display Port<br>Mae / Mae Replesment<br>Typical for HI-Resolution  | ED               | SHOWN          | 128(2) (128(2)   | If different cable connector types are required it is your<br>responsibility to contact your designer or sales rep. | *** You agree that any changes to this order following receipt of sign-off drawing and PO may result in additional cost that will be expensed to the client *** | Signature:   |
| SION CABI                   |   | 2  | HDM!<br>Male Was Replacement<br>Typical for H-Resolution   | NO CABLES NEEDED | STANDARD SHOWN | USB (2)  | <u>-</u> ë  | * 20  | iĞ   |
|                             |   | 6  | DVI-J 10' Marc Langth Mat a / Farmale Potentifion System for HI-Resolution   | NO CAI           | IS             | USB [2]  |   | QTV   | QTY  |
| MONITOR                     |   | <i>** ()</i>   | DVI - O<br>Male / Fernale Extention<br>Typical for Hi-Basalution   |                  |                | 6  |   |   | ese ese  |
|                             |   |  | VGA<br>Male / Fermile Extention<br>Standard connection for monitous  |                  |                | ne connection.<br>:clusively sold<br>n will include:<br>otal)  | MS  | CABLES<br>n cable to be includ<br>Data Dock   | charge separately<br>lable spaces for the  |
|                             |   | CABLE TYPE   | NOLL OF THE PROPERTY OF THE PR | ÓJA: NEEDED      | DATA DOCK      | For Keyboard; Mice and Phone connection. Data Dock USB Cables are exclusively sold through Xybix only.  Standard Data Dock System will include: (1) CAT6 coupler  (4) Dual-USB Ports (8 ports total) | OPTIONAL ITEMS  | ADDITIONAL DATA DOCK CABLES Indicate the number of each cable to be included in addition to the standard Data Dock  | NOTE: These cables will be charge separately<br>NOTE: There are only 5 available spaces for these<br>options   |









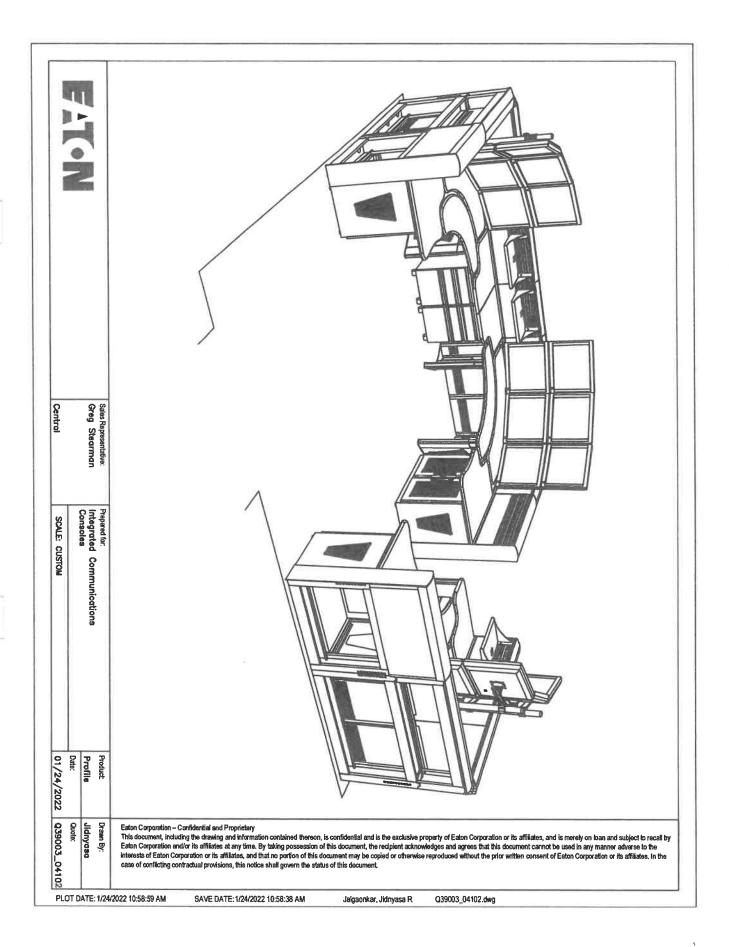
diagrans were not correct, ATTE the E917 Director, Requested them to correct.

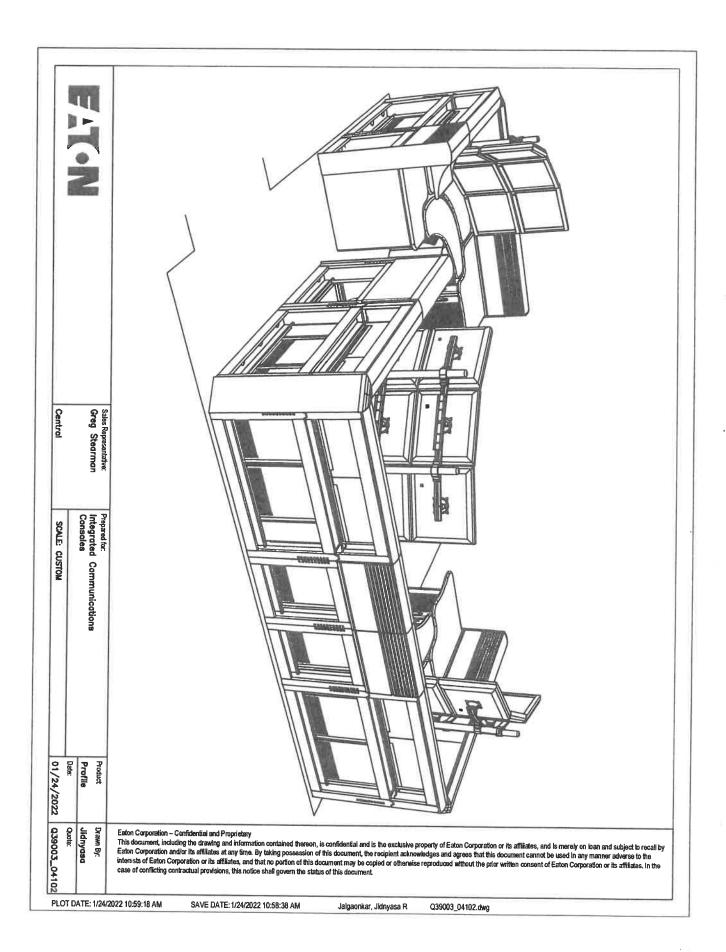


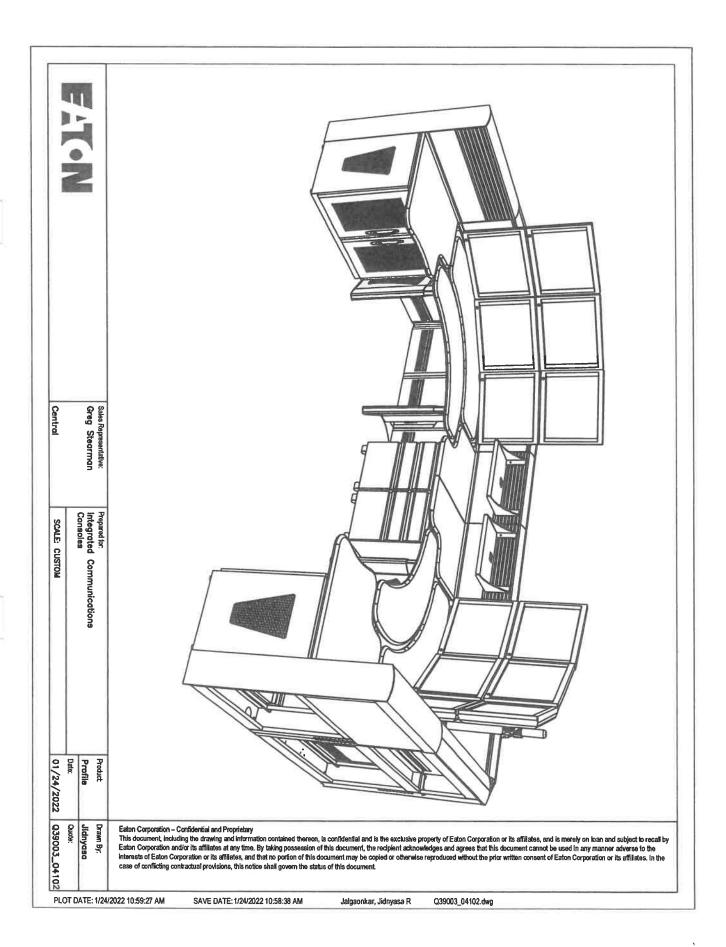
Data: 15June2022 15062022

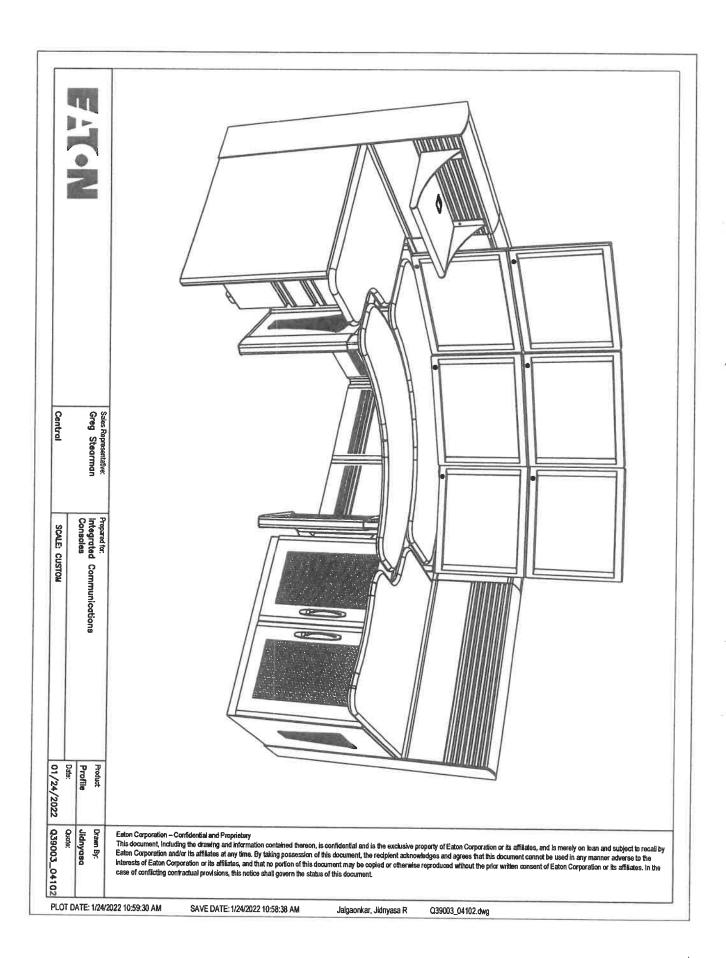
|           | Lestie Houston      | instire.houston@ichviteless.com  | 662-609-6686                            | No. C.                                  |
|-----------|---------------------|--|---|---|
|           | Torrey Williams     |  | Ship to: Clay County E911               | Disp Furniture                          |
|           | Clay County 911     |  | 972 E Broad Street                      |   |
|           | 662-494-2088        |  | West Point, MS 39773                    |   |
| Emal/Fax: | (williams@wpnet.org |  | **************************************  |   |
|           |                     |  |   |   |
| 91Y       | Model               | Description  | Unit Price                              | Extended Total                          |
|           | T040744000          | £  |   | executors (003)                         |
| 6         | TOACTA1000B         | Grommet Mount For Pole, Black  | \$53.30                                 | \$319.80                                |
| 3         | TDACTA1003          | Array Pole Clamp, Black  | \$109.96                                | \$329.88                                |
| 12        | TOACTA2258          | 34" Dual Monitor Horizontal Array, Pole Connection, Black  | \$287.98                                | \$3,455.76                              |
| 6         | TOACTA1028B         | 28" Extension Pole   | \$87.02                                 | \$402.12                                |
| 2         | PC2429D1            | 24" Core, Double Sided   | \$217.70                                | \$435.40                                |
|           | DOMOGRADA.          | Steet: NuGrey  | <b>7</b>                                | *************************************** |
| 2         | PC3629D1            | 36° Core, Double Sided   | \$325.72                                | \$651,44                                |
| 1         | PC3629S1            | Steet: NuGrey  | *************************************** | 45437,779                               |
| '         | CC305301            | 36° Core, Single Sided   | \$380.14                                | \$380.14                                |
| 3         | PC4829D1            | Sinel: NuGrey  | *******                                 | *************************************** |
| 3         | r C-1023DT          | 48" Core, Double Sided   | \$434.46                                | \$1,303,38                              |
| 1         | PC4829S1            | Steel: NuGrey  |   | **,00000                                |
|           | PC402331            | 48° Core, Single Sided   | \$489.83                                | \$489.83                                |
| 2         | PDW2416D            | Steel: NuGrey  |   | 4744.40                                 |
| -         | FDWZ410D            | 24X16 Display Wall Ds  | \$489.83                                | \$979.66                                |
| 2         | PDW3616D            | Steet: NuGray  | •                                       | 2212144                                 |
| •         | 101130100           | 36X16 Display Wall Ds  | \$596.68                                | \$1,193.36                              |
| 1         | PDW3616S            | Sheel: NuGray  |   | 41,111111                               |
| •         | LEMBOTRO            | 36X16 Display Wall Sc  | \$489.83                                | \$489.83                                |
| 3         | PMW4816D            | Steet: NuGray  |   |   |
|           | i mereo iuca        | 48X16 Modular Wall Ds  | \$341.36                                | \$1,024.08                              |
| 1         | PMW4816S            | Steel: NuGrey  |   | *************************************** |
| '         | C MILLAG LOG        | 48X16 Modular Wall Ss  | \$404.13                                | \$404.13                                |
| 1         | PMW7216S            | Sheet: NuGrey  |   | *************************************** |
| •         | r may (2 10/3       | 72X16 Modular Wall Ss  | \$465.49                                | \$465,49                                |
| 2         | PDWT24D1            | Shed: NuGrey   |   | 0.041.0                                 |
| •         | FUNIZADI            | 24" Wide Wall Top Trim, Os   | \$87.92                                 | \$175.84                                |
| 2         | DOMESTICON          | Steet: NuGrey  |   | *************************************** |
| 4         | PDWT36D1            | 36° Wide Wall Top Trim, Ds   | \$109.69                                | \$219.38                                |
| 1         | CIONIFESON.         | Steet: NuGrey  |   |   |
| 1         | PDWT36S1            | 36" Wide Wall Top Trim, Ss   | \$109.69                                | \$109.69                                |
| 3         | DOMESTAGES          | Steet: NuGrey  |   | - 100.00                                |
| 3         | PDWT48D1            | 48" Wide Walt Top Trim, Ds   | \$120.57                                | \$361.71                                |
| 1         | PDWT48S1            | Steet NuGrey   |   | ******                                  |
| •         | LDM (402)           | 48" Wide Wall Top Trim, Ss   | \$120.57                                | \$120.57                                |
| 8 /       | PWFP2416            | Steet NuGray   |   |   |
|           | FWFF2410            | 24X16 Fabric Insert (User Fac)   | \$130.62                                | \$1,044.96                              |
| 2 1       | PWFP3616            | Fabric: Achorage Fossil  |   |   |
| - '       | -1977-3010          | 36X16 Fabric Insert (User Fac)   | \$152.39                                | \$304.78                                |
| 2 1       | PCT116P1            | Febric: Achorage Fossil - Steet: NuGrey<br>90D Conn Tier 1 (16)  |   |   |
| •         |                     | Steet NuGrey   | \$325.72                                | \$651.44                                |
| 2 6       | PEC48482            | 48X48 Dual Corner Lift   |   |   |
|           | 2010102             | Steet: NuGrey - Laminate: ESD Grey   | \$4,655.50                              | \$9,311.00                              |
| 1 6       | PWS36301            | 36X30 Linear Worksurface   | *****                                   |   |
|           |                     | Steet: NuGrey - Laminate: ESD Grey   | \$272.13                                | \$272.13                                |
| 1 F       | PWS72301            | 72/30 Linear Worksurface   | ****                                    |   |
|           |                     | Steet: NuGrey - Laminate: ESD Grey   | \$434.46                                | \$434.46                                |
| 1 F       | TW2430L             | 2030 Curvilinear Trans Left  | ***                                     |   |
| •         |                     | Street: NuGray - Laminate: ESD Gray  | \$217.70                                | \$217.70                                |
| f F       | TW2430R             | 2030 Curvilinsar Trans Right   |   |   |
|           |                     | Steet: NuGray - Laminate: ESD Gray   | \$217.70                                | \$217.70                                |
| 1 F       | CW3630L             | 36X30 Curvilinear Worksurface Left   | ****                                    |   |
|           |                     | Steel: NuGrey - Leminate: ESD Grey   | \$272.13                                | \$272.13                                |
| 1 P       | CW3630R             |  |   |   |
|           |                     | 36X30 Curvilinear Worksurface Right  | \$272.13                                | \$272.13                                |
| 3 P       | CPD3620             | Steet: NuGrey - Laminate: ESD Grey   |   |   |
|           | ~ 2000              | Cou Docker   | \$988.04                                | \$2,964.12                              |
| 3 P       | CSK2200             | Steet: NuGrey 27 With Corn Skin  |   |   |
| - '       |                     | 22" Wide Core Skin   | \$102.99                                | \$308.97                                |
| 2 P       | UPRTRN1             | Steel: NuGrey  |   |   |
| - "       |                     | 30*D Transition Upright  | \$190.07                                | \$380.14                                |
| 3 C       | 845                 | Steet: NuGrey<br>Box/Box/File Mobile Pedestal  |   |   |
| - •       |                     | Sheet: Black   | \$284.94                                | \$854.82                                |
| 3 P       | DUV20               | 120V.20A(14) 5-15/20R, Phip Type 5-20P.15-20P.15   |   |   |
|           |                     | THE REAL PROPERTY AND ASSESSMENT OF THE TOTAL TO | \$118.00                                | \$354,00                                |
| 80 C      | IS TECH SVC         | Onsite Installation(2 men/1 wk) Drop ship to Clay County   | \$ 95.00                                | A 000 A0                                |
|           |                     |  | ₹ 55.00                                 | \$7,600.00                              |
|           |                     |  |   |   |

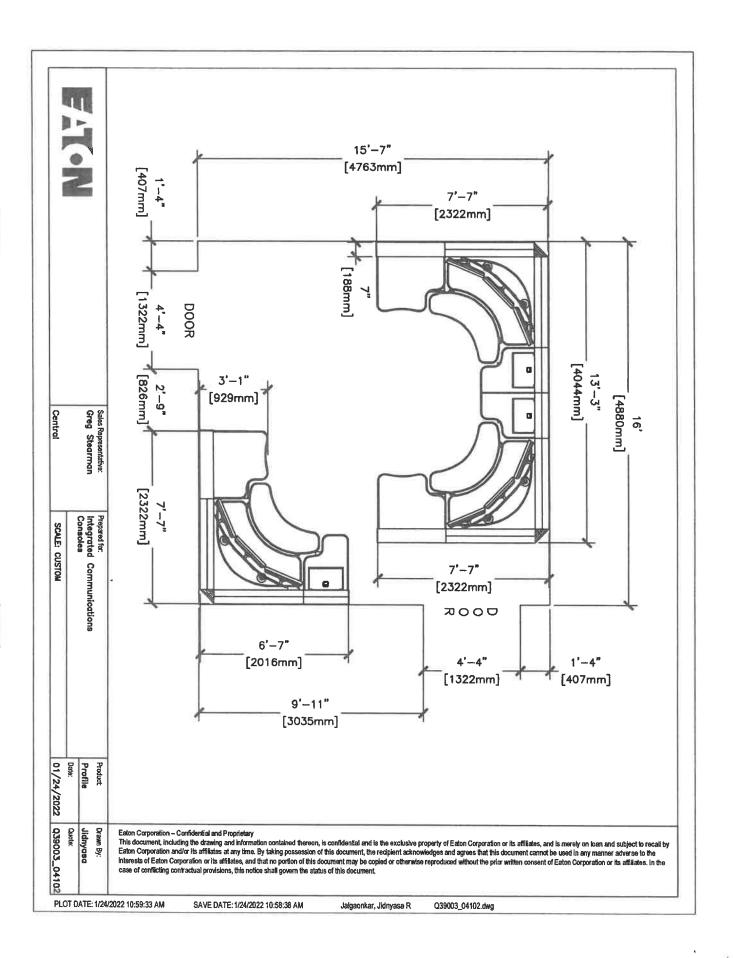
Total SULTIST

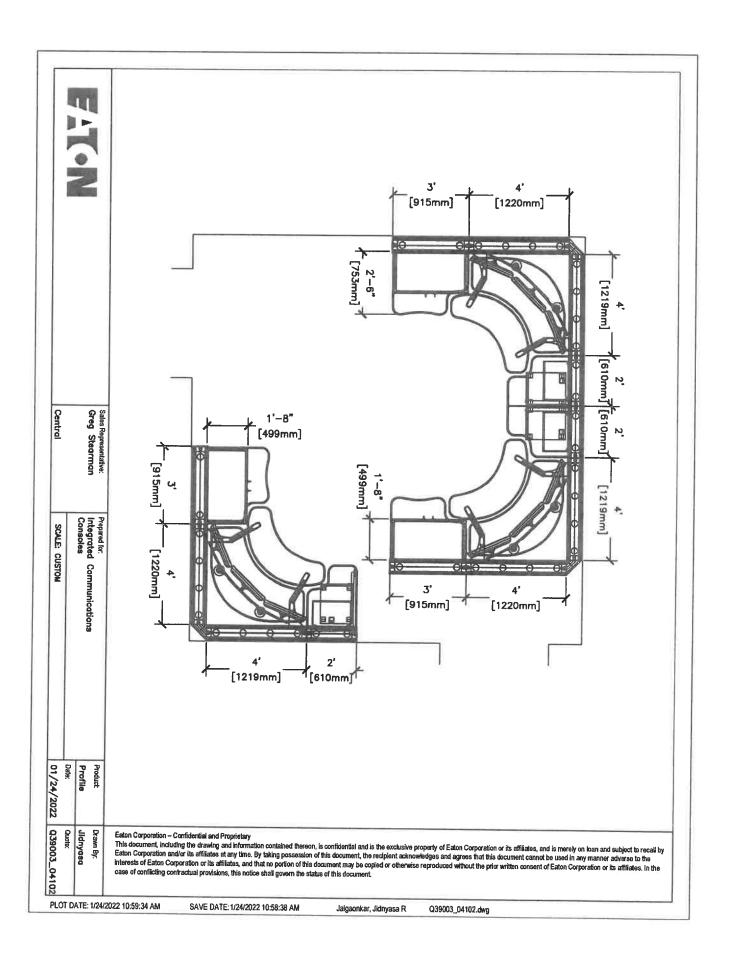












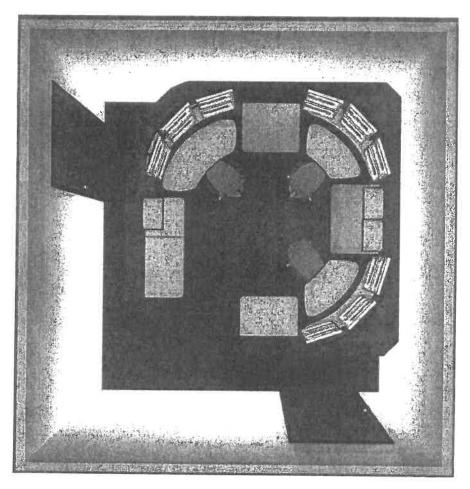
| A STATE OF THE PERSON NAMED IN |         |  | 0240   | 0230                  | 0220                    | 0210                  | 0200                                 | 0190                         | 0180                       | 0170                 | 0160                                 | 0150                   | 0140                   | 0130                   | 0120                  | 0110                  | 0100                  | 0090                             | 0080                                     | 0070                  | 0060                | 0050                     | 0040                     | 0030                     | 0020                | 0010                    | Ln.         |         |
|--------------------------------|---------|--|--|-----------------------|-------------------------|-----------------------|--------------------------------------|------------------------------|----------------------------|----------------------|--------------------------------------|------------------------|------------------------|------------------------|-----------------------|-----------------------|-----------------------|----------------------------------|--|-----------------------|---------------------|--------------------------|--------------------------|--------------------------|---------------------|-------------------------|-------------|---------|
| 200                            |         |  | 12   | 4                     | _                       | 3                     | 1                                    |                              | 6                          | 3                    | 3                                    | 6                      | 3                      | ß                      | 3                     | 3                     | 2                     | _1                               |  | IJ                    | U                   | თ                        | 3                        | G                        | IJ                  | 3                       | QTY         |         |
| -                              |         |  | PWFP2416   | PVET16T1              | PUPRTRN1                | PUPRFLH1              | PTW2430R                             | PTW2430L                     | PMW4816D                   | PET116P1             | PEC48482                             | PDWT48D1               | PDWT36S1               | PDWT24D1               | PDW3616S              | PDW2416D              | PCW3630R              | PCW3630L                         | PCW2430L                                 | PCSK2000              | PCPD3620            | PC4829D1                 | PC3629D1                 | PC2429D1                 | C845                | ASHELFLAM18             | PART NO     | ITEM    |
| Central                        |         | Sales Representative:<br>Greg Stearman | 24" Fabric Insert  | Vertical End Trim for | Profile Transition Upri | Profile Full Depth LH | 24 x 30 Right Transi                 | 24 x 30 Left Transitional    | 48"W x 16"H Profile        | 90D Corner Connector | 48 x 48 Corner w/D                   | 48" FDP Wall Top Trim, | 36" FDP Wall Top Trim, | 24" FDP Wall Top Trim, | 36"W 16"H Profile FPD | 24"W 16"H Profile FPD | 36 x 30 Curvilinear V | 36 x 30 Curvilinear Worksurface, | 24 x 30 Left Curvilin                    | 20"W Removable Skin   | 36" W x 20"D Double | 48" Profile Core, Double | 36" Profile Core, Double | 24" Profile Core, Double | Box/Box/File Mobile | Slatwall Laminate Shelf | DESCRIPTION | M LIST  |
|                                | College | Prepared for Integrated Communications | BOM Created on   | Tier 1                | Upright 30"             | Upright 30"           | Transitional Worksurface for Profile | onal Worksurface for Profile | Modular Wall, Double Sided | r Tier 1/Ergo (16)   | Corner w/Dual Electric Surface Lifts | m, Double Sided        | m, Single Sided        | m, Double Sided        | D Wall, Single Sided  | D Wall, Double Sided  | Worksurface, Right    | Worksurface, Left                | Left Curvilinear Worksurface for Profile | Skin for Profile Core | Door CPU Docker     | ble Sided with No Skins  | ble Sided with No Skins  | uble Sided with No Skins | Pedestal            | elf 18"                 |             |         |
| 01/24/2022                     | Date:   | Profile                                | ated on - 01/24/20   |                       | I                       | J                     |                                      | I                            | 1                          |                      | 1                                    |                        |                        |                        | -                     | I                     |                       |                                  | 1  |                       |                     | L.                       |                          |                          |                     |                         |             |         |
| Q39003_04102                   | Quote:  | Drawn By:<br>Jidnyoso                  | Eaton Corporation — C  This document, includ  Eaton Corporation and interests of Eaton Cor case of conflicting cor | ling the              | drawi<br>affiliat       | ng and<br>es at a     | inform                               | ation c                      | king po                    | ssessi               | on of the                            | nis doc                | ument.                 | the rec                | ciplent               | acknow                | viedae:               | s and a                          | orees                                    | that this             | s docus             | ment c                   | annot t                  | e used                   | lin am              | r mann                  | er advi     | erse to |

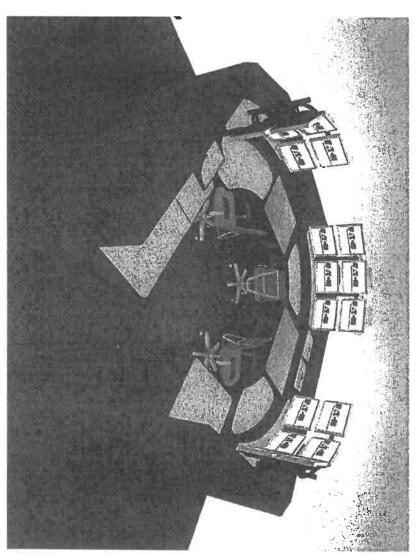
| Final La Room D Room D Fpds an  Product Line: Steel Color Choice: Laminate Color Choice: Edge Banding Choice: Fabric Color Choice: Fabr | CUSTOMER PROJECT REVIEW SHEET: |
|--|--------------------------------|
|  | REVIE                          |
| Final Layout Meets Requirements  Room Dimensions are Accurate  Fpds and CPU sizes have been verified  Product Line:  Steel Color Choice:  Edge Banding Choice:  Edge Banding Choice:  Fabric Color Cho | W SHEET:                       |
|  | Oustomer Infilals              |
| Profile Profile 01/24/2022   |                                |
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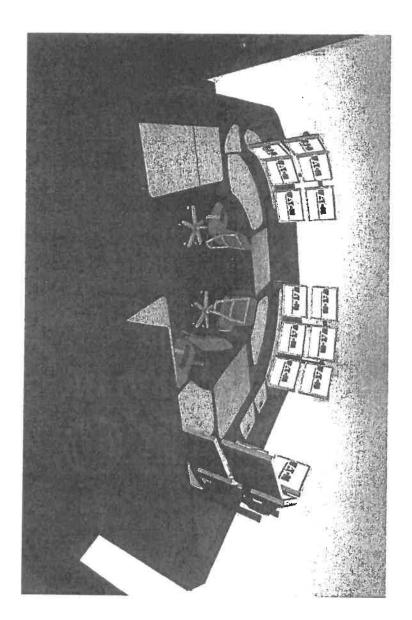
# Integrated Communications

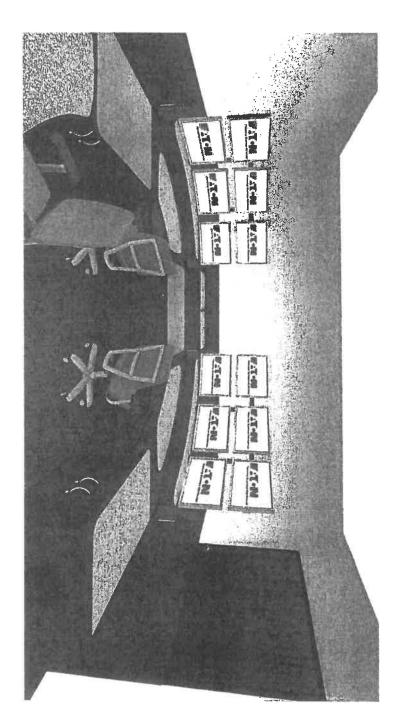
Clay County Floor Plan

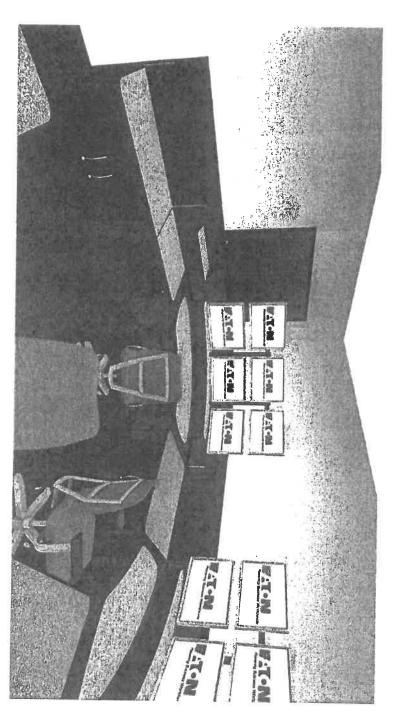
# Overhead View

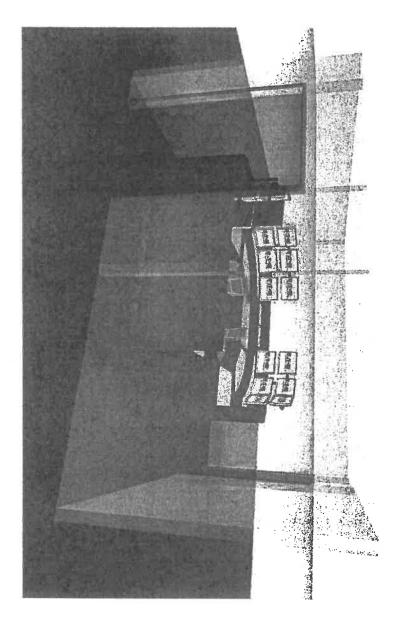




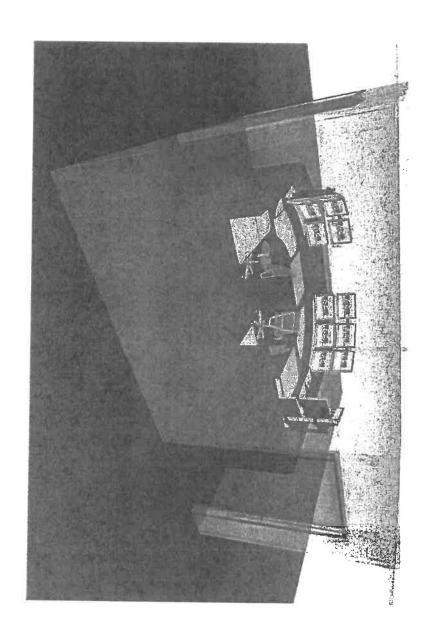


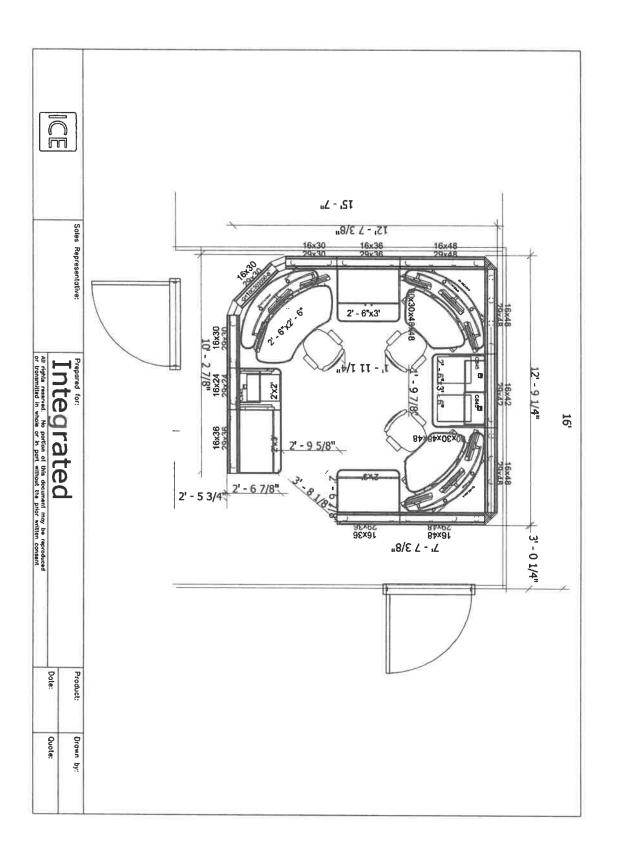






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