

**MISSISSIPPI DEPARTMENT OF CORRECTIONS
633 North State Street
Jackson, Mississippi 39202
Phone: (601) 359-5625**

**REQUEST FOR PROPOSALS –18-021
INTERSTATE TRANSPORTATION FOR RETURN OF PRISONERS
OF THE
MISSISSIPPI DEPARTMENT OF CORRECTIONS**

The Mississippi Department of Corrections is hereby requesting sealed written proposals from qualified contractors for Prisoner Transportation Services for returning parole/release violators and escapees to designated Department Correctional Institutions in the State of Mississippi.

Request for Proposal packages may be obtained in writing from:

Dell Lemley, Director of Fiscal Affairs
Mississippi Department of Corrections
633 North State Street
Jackson, Mississippi 39202

or call: (601) 359-5625

Completed proposals must be submitted via MAGIC no later than 10:00 a.m., February 16, 2018. All proposals received after 10:01 a.m., February 16, 2018 will not be considered. Completed proposals must contain the following information: the name of the Offeror, the location of the Offeror's principal place of business and, if different, the place of performance of the proposed contract, the age of the Offeror's business and average number of employees over a 3 year period, the abilities, qualifications, and experience of all persons who would be assigned to provide the required management of services and a plan giving as much detail as is practical explaining how the services will be performed.

The Mississippi Department of Corrections reserves the right to accept or reject, in whole or in part, all proposals submitted and/or cancel this announcement. All contracts awarded shall be based upon the proposal (s) most advantageous to the Mississippi Department of Corrections, price and other factors considered. Award may be made on the basis of initial offers without negotiation. The contract may be awarded without discussions, but the possibility of discussions may become an option. All contracts are subject to the availability of funds. (See Section II, Availability of Funds, Page 9)

MISSISSIPPI DEPARTMENT OF CORRECTIONS

REQUEST FOR SEALED PROPOSALS

SCOPE OF SERVICES:

The Mississippi Department of Corrections (Department or MDOC) is requesting sealed proposals for the services described below:

Interstate transportation to return Department parole/release violators and escapees from various states in the Continental United States to designated Department Correctional Institutions in the State of Mississippi within twenty-four (24) hours should need for such rapid prisoner movement (RPM) arise. Said rapid prisoner movement is defined as less than forty-eight (48) hours notice to pick-up deadline. The Contractor will provide said services for a three year period with an option to renew for another year via agency contract with MDOC.

SERVICES TO BE PROVIDED:

1. Provide necessary transportation to return prisoners to designated Department Correctional Institutions in the State of Mississippi.

The Department shall notify the Contractor not less than ninety-six (96) hours in advance of the desired pick-up time unless there is a need for rapid prisoner movement. The Department shall notify the holding agency by NCIC teletype that the Contractor is designated as the agent to transport said prisoner within three (3) hours of notifying the Contractor of the pick-up.

The Contractor shall notify the Department twenty-four (24) hours in advance of the estimated time of arrival of the transported prisoner being returned to state custody. A minimum of two hours notice will be given to the Department prior to arrival time.

The Contractor shall have the right to refuse to transport any individual whose conditions or behavior, in the opinion of the officer-in-charge or Director of Operations, might be detrimental or dangerous to the safety of the transporting vehicle or its passengers. In the event that the Contractor refuses to transport such individual, the Department shall be notified immediately and there shall be no charge to the Department.

2. Male and female prisoners shall be separated while being transported. Contractor shall provide duly qualified female agents when transporting female prisoners.

Maintain complete documentation for all prisoners transported, including but not limited to:

- A. Prisoner Receipt Forms
- B. Personal Property Control Forms
- C. Medical Information Forms
- D. Evidence Processing Forms

VENDORS RESPONSIBILITIES:

1. Assure prisoner security as follows:
 - A. While in the custody of the Contractor, the prisoner (s) will be secured with appropriate restraining devices as approved by the Department. These devices, to be provided by the Contractor, are:
 1. Handcuffs, waist chains and leg irons to restrain prisoners.
 2. A screen to separate prisoners from officers in vehicles.
 3. A screen covering windows in vehicles to prevent escape.
 4. Vehicle doors that cannot be opened from the inside by the prisoner.
 - B. All restraining devices are to be employed just prior to accepting custody and removed only after the receiving agency has applied similar restraints or prisoners (s) are placed in a secure location.
 - C. At least two officers shall be assigned to each vehicle transporting prisoner(s).
 - D. Prior to accepting custody of any prisoner, a photograph of the prisoner is to be taken by the Contractor for identification purposes and is to be attached to the prisoner transport order which contains a complete physical description. This is to minimize the probability of prisoner mix-up at the holding agency and also will provide a complete physical detail in the event of a major incident.
 - E. Prior to accepting custody of prisoners, a strip search is to be performed by Contractor to preclude the possibility of concealment of contraband items.

- F. All prisoner property is to be searched by Contractor at the holding agency to preclude the concealment of contraband items.
 - G. To insure that prisoners are correctly surrendered by agents of the Contractor to the custody of the Department or its duly authorized agents, Contractor shall require official Department identification which includes badge and picture identification cards.
 - H. In addition to the responsibilities listed, the successful Contractor shall abide to the STANDARDS FOR PRIVATE ENTITIES PROVIDING PRISONER OR DETAINEE SERVICES – 28 CFR Part 97, copy of which is attached as “Attachment A”.
2. Prisoners, in transient, are to receive three (3) meals per day according to the following schedules:
- A. Breakfast – when travel begins at or before 6:00 a.m. on the first day of travel or extends beyond 9:00 a.m. on the last day of travel and for any intervening days.
 - B. Lunch – when travel begins at or before 10:00 a.m. on the first day of travel or extends beyond 2:00 p.m. on the last day of travel and for any intervening days.
 - C. Dinner – when travel begins at or before 4:00 p.m. on the first day of travel or extends beyond 8:00 p.m. on the last day of travel and for any intervening days.
3. Provide agents who have prisoner contact with on-going training in security and prisoner control. Training must include, but is not limited to, emergency procedures, restraining techniques, firearms handling (if firearms are carried) and first aid.
4. Contractor shall be responsible for all costs associated with transporting prisoners, except medical costs. The expenses shall include, but not limited to, food and lodging.

All medical costs incurred by the Contractor shall be reimbursed by the Department provided all medical expenses are documented with receipts.

In the event of delays including inclement weather or mechanical malfunctions, requiring lodging for prisoners, the Contractor shall arrange secure lodging of prisoners in their custody with the appropriate local detention facility. The Contractor shall be responsible for all prisoner costs related to such delays.

5. Provide all necessary transportation vehicles. All vehicles shall be fully equipped to meet all Department of Corrections and Law Enforcements standards. Must meet all State and Federal statues regulating the transporting of inmates.

Contractor will furnish, upon execution of contract a complete list of vehicles to be placed in service including:

- 1) Type of Vehicle
- 2) Make
- 3) Model
- 4) Number
- 5) Tag Number

MEDICAL EMERGENCIES:

The Contractor shall be authorized to obtain emergency and/or routine medical treatment for prisoners whenever and whenever deemed necessary. All such expenditures shall be reported to the Department in detail, with documentation.

MEDICAL CRITERIA FOR TRANSPORTING PRISONERS

SECTION I

The Contractor has the right to refuse to transport persons with medical conditions when there is a risk of acute or chronic medical condition(s) worsening as a result of motor vehicle transport. The release must authorize the transport of the prisoner by motor vehicle and certify that the prisoner's condition does not present any hazard to himself or herself or to any other person during travel or while temporarily incarcerated enroute. When medical status of the individual is prohibitive to ground transport, Contractor will offer the requesting agency escorted transport by commercial air at applicable rates if a written release for such travel is obtained from the medical staff of the holding agency. Persons with the following medical conditions will be transported provided the requirements of Section II are complied with:

- A. Persons with continuing but not critical cardiovascular problems.
- B. Epileptics – less than “Grand Mal” patients.
- C. Diabetics
- D. Females less than three (3) months pregnant.

SECTION II

The following procedures must be complied with prior to transporting any persons in the above categories:

- A. The name of the Contractor, Subcontractor, if applicable, and assigned staff members who completed the transportation service.
- B. The full name and department identification number of the inmate (s) who was transported by the Contractor.
- C. Date (s) of service. From “date of custody” is assumed to “date of delivery”.
- D. Location of pickup and delivery point (State, City, and Facility).
- E. Billed amount per offender.
- F. Total amount due.

All medical costs shall be billed directly to the Mississippi Department of Corrections. Should the Contractor be required to pay for these services these costs will be reimbursed to the Contractor by the Department provided all medical expenses are documented with receipts.

INSURANCE

- A. Without limiting any liabilities or other obligations of Contractor, the Contractor shall provide and maintain insurance coverage with forms and insurers acceptable to the Department, until all obligations under the contract are satisfied, as follows:
 - 1) Workers’ Compensation insurance to cover obligations imposed by Federal and State Statutes having jurisdiction of its employees engaged in the performance of the services, and Employers’ Liability insurance with a minimum limit of one hundred thousand dollars (**\$100,000**). Evidence of qualified self-insured status shall also suffice for this section.
 - 2) Comprehensive General Liability – including coverage for professional/law enforcement liability, contractual liability, death, bodily injury, personal injury including false arrest, detention, malicious prosecution, libel, slander, defamation of character, violations of the right of privacy, negligent acts, errors and omissions attributable to the Contractor in an amount not less than one million five hundred thousand dollars (**\$1,500,000**) per occurrence. This comprehensive general liability coverage may be provided by a combination of two or more policies.

- 3) Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than one million five hundred thousand dollars (**\$1,500,000**) each occurrence with respect to Contractor vehicles (whether owned, hired, non-owned), assigned to or utilized in the performance of this contract.
 - 4) Professional liability insurance with limits of one million five hundred thousand dollars (**\$1,500,000**) each claim. Policy must contain professional errors and omissions for prisoner transportation.
- B. The policies required shall name the Mississippi Department of Corrections, its agents, officials and employees as additional insured and shall specify that the insurance afforded Contractor shall be primary insurance and that any insurance coverage carried by the Department or its employees shall be excess coverage except as provided by State law, and not contributory insurance to that provided by the Contractor.
- C. Failure on the part of the Contractor to procure and maintain the required liability insurance and provide proof thereof to the Department within thirty (30) days following the commencement of a new policy period, shall constitute a material breach of the contract upon which the Department may immediately terminate this Contract. Prior to the effective date of this contract, the Contractor, shall furnish the Department with an appropriately executed certificate of insurance. Such certificate shall identify this contract and contain provisions that coverage afforded under the policies shall not be canceled, terminated or materially altered until at least thirty (30) days prior written notice has been given to the Department.
- D. A copy of the Proposer's Insurance certificate will be provided with the proposal.

TERM OF CONTRACT

Upon acceptance of a proposal by the Department of Corrections, and receipt of signed contract, the successful proposer shall be obligated to deliver the stated services in accordance with these specifications. **The contract shall be for 24 months beginning on June 1, 2020, and shall have the option for renewal for two (2) additional twelve (12) month periods.**

It shall be the responsibility of the proposer to thoroughly familiarize themselves with the provisions of these specifications. After executing contract, no consideration will be given to any claim of misunderstanding.

The proposer agrees to abide by the rules and regulations as prescribed herein and as prescribed by the Department as the same now exists or hereafter from time-to-time be changed in writing.

Prices quoted shall be firm for the term of the contract except the Department

shall be advised of, and receive the benefit of, any price decrease in excess of five percent (5%) automatically. The Contractor must provide written price reduction information within ten (10) days of its effective date.

No proposal will be accepted from, or contract awarded to, any person, firm or corporation that has defaulted upon any obligation to the Mississippi Department of Corrections by failing to perform satisfactorily any previous agreement or contract within the past five (5) years.

TERMINATION:

- A) In the event that the Contractor shall fail to perform, keep or observe any of the terms, covenants and conditions of the contract to be performed, kept or observed, Mississippi Department of Corrections shall give the Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the Department within thirty (30) days from the receipt of the written notice by the Contractor, he may be declared in default and all of his rights hereunder shall terminate at the discretion of the Department. The Contractor shall have no right to further performance under the contract.
- B) Mississippi Department of Corrections reserves the absolute right to terminate this contract, in whole or in part, for the convenience of the Department at its sole discretion on ninety (90) days written notice to the Contractor.
- C) Refusal by either party to exercise an option to renew shall require the contract to expire on the original, or a mutually agreed expiration date. The total period of this contract, including all extensions may not exceed 48 months.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the MDOC 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 anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDOC, the MDOC shall have the right upon ten (10) working days written notice to the contractor, to terminate this agreement without damage, penalty, cost or expense to the MDOC of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ERRORS OR OMISSIONS

The proposers will not be allowed to take advantage of any errors or omissions in the specification. Where errors or omissions appear in the specifications, the proposer shall promptly notify the Department in writing of such error (s) or omission (s) it discovers. To be considered, any significant errors, omissions or inconsistencies in the specifications are to be reported no later than ten (10) days before time for the RFP response to be submitted.

INDEMNIFICATION

Contractor shall indemnify, defend and save harmless the Department and/or any of its agents, officials and employees, from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the Department on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of Contractor, Contractor's employees, agents, representatives, or Subcontractors, their employees, agents or representatives in connection with or incident to the performance of this contract, or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Contractor and/or its Subcontractors or claims under similar such laws or obligations. Contractor's obligations under this Section shall not extend to any liability caused by the sole negligence of the Department, or its employees. This provision is not applicable to a Contractor which is a governmental agency, instrumentality or subdivision thereof.

COST OF PREPARING PROPOSALS

Any costs incurred by the proposer in developing, submitting and presenting this RFP shall be the sole responsibility of the proposer. The Department will not provide reimbursement for such costs.

REPRESENTATION REGARDING CONTINGENT FEES

The Contractor represents that it has not retained a person to solicit or secure an agency contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's proposal.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

CONFIDENTIALITY

Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential. The offerors may designate those portions of the proposals which contain trade secrets or other proprietary data which may remain confidential in accordance with section 25-61-9 and 79-23-1 of the MS CODE.

E-VERIFY

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) both. In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the

agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

STOP WORK ORDER

(1) Order to Stop Work: The procurement officer, may, by written order to the contractor at any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:

(a) cancel the stop work order; or,

(b) terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in the contractor's properly allocable to, the performance of any part of this contract; and,

(b) the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

COMPLIANCE WITH LAWS

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

APPLICABLE LAW

The contract 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 the State. The contractor shall comply with applicable federal, state and local laws and regulations.

ACKNOWLEDGEMENT OF AMENDMENTS

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the RFP, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by MDOC by the time and at the place specified for receipt of proposals.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The proposer certifies that the prices submitted in response to the solicitation has been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other proposal or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices offered.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective Contractor represents as a part of such Contractor's proposal that such Contractor has/has not (proposer must circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

BOOKS AND RECORDS

Contractor shall retain and shall require all of its Subcontractors to retain for inspections an audit by the Department all books, accounts, reports, files and other records relating to the RFP and performance of this contract for a period of five (5) years after its completion.

Upon request by the Department, a legible copy of all such records shall be produced by the Contractor at the administrative office of the Department or at the office of the Department Auditor. The original of all such records shall also be available and produced for inspection and audit when requested by the State Auditor or the Department to verify the authenticity of copy.

FINANCIAL AUDIT

At any time during the term of this contract, the Contractor's or any Subcontractor's books and records are subject to audit by the Department and by any other appropriate agent of State and Federal Government, to the extent that books and records relate to the performance of the contract or subcontract.

REPORTS

Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract as to which exception has been taken by the Commissioner, or his designee, shall be retained by the Contractor until such appeals, litigations, claims or exceptions have been finally resolved.

PUBLIC INFORMATION AND PUBLICITY

- A. The Proposer will promptly refer requests for public information to the Department's Communications Director or his/her designee.
- B. The Proposer will not release information regarding Inmates except to the extent required by applicable Federal and/or State laws or court orders.

LEGAL PROCEEDINGS

- A. The Proposer will defend, at its expense, any actions filed against it, or any of its employees by, or related to, the Inmates.

INDEPENDENT CONTRACTOR

The Proposer and their employees are associated with the State and the Department only for the purpose(s) and to the extent set forth in the Agreement. With respect to the performance of the services set out herein, the Proposer is and shall be an independent contractor and, subject to the terms of the Agreement, shall have the sole right to manage, control, operate and direct the performance of the details of its duties under the Agreement. The agents and employees of the Proposer shall not accrue leave, retirement, insurance, bonding, use of the State vehicles or any other benefit afforded to employees of the State.

TRAINING

The Proposer shall provide an orientation and training program for all employees. Said orientation and training program shall be in compliance with the training requirements of ACA Standards and meet the approval of the Department.

BACKGROUND CHECK

The Department shall cooperate with the Proposer in conducting criminal checks on potential employees of the Proposer and its subcontractors.

COMPLIANCE WITH MISSISSIPPI EMPLOYMENT PROTECTION ACT

The Proposer represents and warrants that it will ensure its compliance with the Mississippi Employment Protection ACT (Senate Bill 2988 from the 2008 Regular Legislative Session) 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 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Proposer agrees to maintain records of such compliance and, upon request of the State; to provide a copy of each such verification to the State. The Proposer further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Proposer understands and agrees that any breach of these warranties may subject the Proposer to the following: (a) termination of the 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 (b) the loss of any license, permit certification or other document granted

to the Proposer by any agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the Proposer would also be liable for any additional costs incurred by the State of Mississippi due to contract cancellation or loss of license or permit.

WORKERS' COMPENSATION AND UNEMPLOYMENT INSURANCE COMPENSATION

The Proposer shall maintain such workers' compensation insurance and unemployment compensation as required by the laws of the State. The Department shall be provided a copy of the Certificate of insurance.

EQUAL EMPLOYMENT OPPORTUNITY AND DIVERSIFICATION

The parties ascribe to principles of equal employment opportunity and racial, ethnic and cultural diversification.

TERMINOLOGY AND DEFINITIONS

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender shall include all other genders; the singular shall include the plural and the plural shall include the singular.

PROPRIETARY INFORMATION

The offeror/proposer should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

PAYMODE

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.*, and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

PLAN OF OPERATION

Explain fully your plan of operation to include, but not be limited to, startup plan, response times, preparation, contingency plans.

QUESTIONS THAT MUST BE ANSWERED

- 1) Describe how you plan to provide overall transportation services.
- 2) Discuss prerequisites for employment with your organization and subsequent training/education that is provided or required to ensure staff preparedness in providing transportation services in a safe, secure and humane manner.
- 3) Discuss availability of resources, i.e., staff, equipment and vehicles. Address the number of employees and vehicles available at any given time to provide services. Include the abilities, qualifications, and experience of management assigned to providing the services. Describe how you manage your resources to provide efficient and economical services.
- 4) Describe how you plan an itinerary for a transportation assignment. Address all factors your organization considers in planning travel routes. Identify the mileage tool used.

- 5) Explain fully your plan of operation to include, but not limited to, recruitment, in-service training, preparation, inmate relations, sanitation, transition plan, facility planning, contingency plans, relief labor, and any additional equipment or service requirement.

LEGAL ACTIONS

The Mississippi Department of Corrections will be responsible for all legal actions filed which name the Department as a defendant, when MDOC personnel are involved or when applicable MDOC rules and regulations are at issue. Responsibility for defense of legal actions against the Contractor will be that of the Contractor.

CONTACT PERSON FOR CONTRACTOR'S ORGANIZATION

On the proposal cover sheet, the proposer must provide MDOC with the name, title, and telephone number of the person who will be responsible for answering any questions regarding the proposals.

ORAL PRESENTATION

The MDOC reserves the right to require vendors to provide an oral presentation of their proposal to the evaluation committee, if deemed necessary.

PROPOSAL EVALUATION CRITERIA

The contract will be awarded to the prospective proposer submitting the best proposal considering the following criteria:

- | | | |
|----|---|-----------|
| 1. | Ability to provide services as reflected by
by availability, quantity and quality of resources,
i.e., staff, equipment and vehicles. | 20 points |
| 2. | Ability to perform services as reflected by experience,
qualifications and training of staff proposed to be
assigned to provide services. | 20 points |
| 3. | Plan for providing overall transportation services
economically and efficiently as reflected in the
offeror's proposal. | 10 points |
| 4. | Total cost to the department for all services proposed. | 40 points |
| 5. | References | 10 points |

Total Assigned Score	100 points
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Company Name

Location of Principle Place of Business

Authorized Signature

Average Number of Employees Past 3 Years

PROPOSED FEE SCHEDULE:

Offerors must determine a fixed rate per mile for transportation services [preferably based on Rand McNally road Atlas mileage]. The fixed rate shall include all costs involved in providing service. List all business and related costs involved in transporting an inmate so the Department can be aware of all required and ancillary expenses incorporated in the fixed rate.

Fixed Rate: \$ _____

Mileage Measurement Tool:

Required and ancillary expenses incorporated in the fixed rate shown above:

REFERENCES:

Provide at least three (3) references from law enforcement and corrections agencies who have received transportation services from your organization within the last twelve months.

Agency: _____

Address: _____

City State Zip

Contact person: _____

Telephone No. _____

Agency: _____

Address: _____

City State Zip

Contact person: _____

Telephone No. _____

Agency: _____

Address: _____

City State Zip

Contact person: _____

Telephone No. _____

Attachment A

[Code of Federal Regulations]

[Title 28, Volume 2]

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TITLE 28--JUDICIAL ADMINISTRATION

CHAPTER I--DEPARTMENT OF JUSTICE (Continued)

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Sec. 97.1 Purpose.

Authority: Pub. L. 106-560, 114 Stat. 2784 (42 U.S.C. 13726b).

Source: Order No. 2640-2002, 67 FR 78710, Dec. 26, 2002, unless otherwise noted.

This part implements the provisions of The Interstate Transportation of Dangerous Criminals Act of 2000, Public Law 106-560, 114 Stat. 2784 (42 U.S.C. 13726b) (enacted December 21, 2000) ("the Act"), to provide minimum security and safety standards for private companies that transport violent prisoners on behalf of State and local jurisdictions.

Sec. 97.2 Definitions.

- (a) Crime of violence. The term ``crime of violence" has the same meaning as in section 924(c)(3) of title 18, United States Code. Section 924(c)(3) states that the term crime of violence means an offense that is a felony and has as an element the use, attempted use, or threatened use of physical force against the person or property of another, or that by its nature, involves a substantial risk that physical force against the person or property of another may be used in the course of committing the offense.
- (b) Private prisoner transport company. The term "private prisoner transport company" ("company") means any entity, other than the United States, a State, or an inferior political subdivision of a State, that engages in the business of transporting for compensation individuals committed to the custody of any State or of an inferior political subdivision of a State, or any attempt thereof.
- (c) Violent prisoner. The term ``violent prisoner" means any individual in the custody of a State or an inferior political subdivision of a State who has previously been convicted of or is currently charged with a crime of violence or any similar statute of a State or the inferior political subdivisions of a State, or any attempt thereof.

Sec. 97.11 Pre-employment screening.

Private prisoner transport companies must adopt pre-employment screening measures for all potential employees. The pre-employment screening measures must include a background check and a test for use of controlled substances. The failure of a potential employee to pass either screening measure will act as a bar to employment.

- (a) Background checks must include:
 - (1) A fingerprint-based criminal background check that disqualifies persons with either a prior felony conviction or a State or Federal conviction for a misdemeanor crime of domestic violence as defined in 18 U.S.C. 921;
 - (2) A Credit Report check;
 - (3) A physical examination; and
 - (4) A personal interview.
- (b) Testing for controlled substances.
 - (1) Pre-employment testing for controlled substances must be in accordance with applicable State law.
 - (2) In the event that there is no applicable State law, pre-employment testing for controlled substances must be in accordance with the provisions of Department of Transportation regulations at 49 CFR.382.301 which will apply regardless of whether a private prisoner transport company is covered by Department of Transportation regulations.
- (c) The criminal background check references in paragraph (a)(1) of this section may not be submitted directly to the FBI or any other Federal agency. The private prisoner

transport companies must arrange the procedures for accomplishing the criminal background checks with their contracting governmental agencies. In the event that the private prisoner transport company is contracting with a privately run incarceration facility, and not directly with a governmental entity, the private prisoner transport company will have to make arrangements through the private incarceration facility to have the checks completed by the governmental entity ultimately requesting the transport.

Sec. 97.12 Employee training.

Private prisoner transport companies must require the completion of a minimum of 100 hours of employee training before an employee may transport violent prisoners. Training must include instruction in each of these six areas:

- (a) Use of restraints;
- (b) Searches of prisoners;
- (c) Use of force, including use of appropriate weapons and firearms;
- (d) Cardiopulmonary resuscitation (CPR);
- (e) Map reading; and
- (f) Defensive driving.

Sec. 97.13 Maximum driving time.

Companies covered under this part must adhere to the maximum driving time provisions applicable to commercial motor vehicle operators, as set forth in Department of Transportation regulations at 49 CFR 395.3 which will apply regardless of whether a private prisoner transport company is covered by Department of Transportation regulations.

Sec. 97.14 Guard-to-prisoner ratio.

Companies covered under this part must adhere to certain minimum standards with respect to the number of employees required to monitor violent prisoners during transportation. Private prisoner transport companies must ensure that at least one guard be on duty for every six violent prisoners transported. This requirement does not preclude a contracting entity from establishing more stringent guard-to-prisoner ratios.

Sec. 97.15 Employee uniforms and identification.

- (a) Employee uniforms. Uniforms used by private prisoner transport companies must meet the following requirements:
 - (1) Uniforms must be readily distinguishable in style and color from official uniforms worn by United States Department of Justice employees who transport violent offenders;

- (2) Uniforms must prominently feature a badge or insignia that identifies the employee as a prisoner transportation employee; and
 - (3) Uniforms must be worn at all times while the employee is engaged in the transportation of violent prisoners.
- (b) Employee identification. Identification utilized by private prisoner transport companies must meet the following requirements:
- (1) The identification credentials must clearly identify the employee as a transportation employee. The credentials must have a photograph of the employee that is at least one inch square, a printed personal description of the employee including the employee's name, the signature of the employee, and date of issuance; and
 - (2) The employee must display proper identification credentials on his or her uniform and ensure that the identification is visible at all times during the transportation of violent prisoners.

Sec. 97.16 Clothing requirements for transported violent prisoners.

Companies covered under this part must ensure that all violent prisoners they transport are clothed in brightly colored clothing that clearly identifies them as violent prisoners, unless security or other specific considerations make such a requirement inappropriate.

Sec. 97.17 Mandatory restraints to be used while transporting violent prisoners.

Companies covered under this part must, at a minimum, require that violent prisoners be transported wearing handcuffs, leg irons, and waist chains unless the use of all three restraints would create a serious health risk to the prisoner, or extenuating circumstances (such as pregnancy or physical disability) make the use of all three restraints impracticable.

Sec. 97.18 Notification of local law enforcement prior to scheduled stops.

When transporting violent prisoners, private prisoner transport companies are required to notify local law enforcement officials 24 hours in advance of any scheduled stops in their jurisdiction. For the purposes of this part, a scheduled stop is defined as a predetermined stop at a State, local, or private correctional facility for the purpose of loading or unloading prisoners or using such facilities for overnight, meal, or restroom breaks. Scheduled stops do not include routine fuel stops or emergency stops.

Sec. 97.19 Immediate notification of local law enforcement in the event of an escape.

Private prisoner transport companies must be sufficiently equipped to provide immediate notification to law enforcement in the event of a prisoner escape. Law enforcement

officials must receive notification no later than 15 minutes after an escape is detected unless the company can demonstrate that extenuating circumstances necessitated a longer delay. In the event of the escape of a violent prisoner, a private prisoner transport company must:

- (a) Ensure the safety and security of the remaining prisoners;
- (b) Provide notification within 15 minutes to the appropriate State and local law enforcement officials;
- (c) Provide notification as soon as practicable to the governmental entity or the privately run incarceration facility that contracted with the transport company; and
- (d) Provide complete descriptions of the escapee and the circumstances surrounding the escape to State and local law enforcement officials if needed.

Sec. 97.20 Standards to ensure the safety of violent prisoners during transport.

Companies covered under this section must comply with applicable State and federal laws that govern the safety of violent prisoners during transport. In addition, companies covered under this section are to ensure that:

- (a) Protective measures are in place to ensure that all vehicles are safe and well-maintained;
- (b) Vehicles are equipped with efficient communications systems that are capable of immediately notifying State and local law enforcement officials in the event of a prisoner escape;
- (c) Policies, practices, and procedures are in effect to ensure the health and physical safety of the prisoners during transport, including a first-aid kit and employees who are qualified to dispense medications and administer CPR and emergency first-aid;
- (d) Policies, practices, and procedures are in effect to prohibit the mistreatment of prisoners, including prohibitions against covering a prisoner's mouth with tape, the use of excessive force, and sexual misconduct;
- (e) Policies, practices, and procedures are in effect to ensure that juvenile prisoners are separated from adult prisoners during transportation, where practicable;
- (f) Policies, practices, and procedures are in effect to ensure that female prisoners are separated from male prisoners during transportation, where practicable;
- (g) Policies, practices, and procedures are in effect to ensure that female guards are on duty to supervise the transportation of female violent prisoners, where practicable;
- (h) Staff are well trained in the handling and restraint of prisoners, including the proper use of firearms and other restraint devices, and have received specialized training in the area of sexual harassment; and

- (i) Private transport companies are responsible for taking reasonable measures to insure the well being of the prisoners in their custody including, but not limited to, necessary stops for restroom use and meals, proper heating and ventilation of the transport vehicle, climate-appropriate uniforms, and prohibitions on the use of tobacco, in any form, in the transport vehicle.

Sec. 97.22 No pre-emption of federal, State, or local laws or regulations.

The regulations in this part implement the Act and do not pre-empt any applicable federal, State, or local law that may impose additional obligations on private prisoner transport companies or otherwise regulate the transportation of violent prisoners. All federal laws and regulations governing interstate commerce will continue to apply to private prisoner transport companies including, but not limited to: federal laws regulating the possession of weapons, Federal Aviation Administration or Transportation Security Administration rules and regulations governing travel on commercial aircraft, and all applicable federal, State, or local motor carrier regulations. The regulations in this part in no way pre-empt, displace, or affect the authority of States, local governments, or other federal agencies to address these issues.

Sec. 97.24 No civil defense created.

The regulations in this part on private prisoner transport companies are not intended to create a defense to any civil action, whether initiated by a unit of government or any other party. Compliance with the regulations in this part is not intended to and does not establish a defense against an allegation of negligence or breach of contract. Regardless of whether a contractual agreement establishes minimum precautions, the companies affected by the regulations in this part will remain subject to the standards of care that are imposed by constitutional, statutory, and common law upon their activities (or other activities of a similarly hazardous nature).

Sec. 97.30 Enforcement.

Any person who is found in violation of the regulations in this part will:

- (a) Be liable to the United States for a civil penalty in an amount not to exceed \$10,000 for each violation;
- (b) Be liable to the United States for the costs of prosecution; and
- (c) Make restitution to any entity of the United States, of a State, or of an inferior political subdivision of a State, that expends funds for the purpose of apprehending any violent prisoner who escapes from a prisoner transport company as the result, in whole or in part, of a violation of the regulations in this part promulgated pursuant to the Act.