

INVITATION FOR BIDS

IFB Number: IFB 19-002

To Provide: **GUARD SERVICE FOR OUTPATIENT CLINIC VISITS AND
HOSPITALIZED STATE PRISONERS OF THE MISSISSIPPI DEPARTMENT OF
CORRECTIONS**

Issue Date: 08/14/2018

CLOSING LOCATION

MS Department of Corrections

633 North State St.

Jackson, MS 39202

BID COORDINATOR

Dell Lemley, Interim Deputy Commissioner of Administration
and Finance

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CLOSING DATE AND TIME

Bids must be received by 11:00 am, September 18, 2018

SECTION 1

1.1 Bid Acceptance Period

The original and 3 copies of the bid form, 4 copies total, shall be signed and submitted in a sealed envelope or package to 633 North State St., Jackson, MS 39202 no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected. All late bids shall remain unopened and maintained in the procurement file. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by MDOC Purchasing Department. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. The MDOC reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the MDOC may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

1.1.1 Timeline

Advertisement: August 14, 2018 and August 21, 2018; Issuance of IFB August 14, 2018; Questions: Due August 27, 2018; Answers: Due August 31, 2018; Submission Deadline: September 18, 2018; Award: September 20, 2018; Debriefing: September 20 – 28, 2018 Protest deadline: October 5, 2018; Contract start date: December 1, 2018.

1.1.2 Late Submissions

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

The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper.

The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

1.2 Expenses Incurred in Preparing Bid

The MDOC accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

1.3 Bid Form

All pricing must be submitted on the bid form (**Attachment B**). Failure to complete and/or sign the bid form may result in the bidder being determined nonresponsive.

1.3.1 Bidder Certification

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

1.4 Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

1.5 Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

1.6 Additional Information

Questions about the contract portions of the procurement document must be submitted in writing to Dell Lemley at 633 North State St., Jackson, MS 39202/Fax (601)359-5377. Questions concerning the technical portions of the procurement document should be directed to Dell Lemley at 633 North State St., Jackson, MS 39202/Fax (601)359-5377. Bidders are cautioned that any statements made by contact persons that cause a material change to any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

1.7 Type of Contract

Compensation for services will be in the form of a firm fixed-price agreement.

1.8 Written Bids

All bids shall be in writing.

SECTION 2

2.1 Purpose

The MDOC is seeking to establish a contract for guard service for outpatient clinic visits and hospitalized state prisoners of the Mississippi Department of Corrections. These services are needed to guard hospitalized prisoners in the State of MS. It is understood that any contract resulting from IFB 19-002 requires approval by the Personal Service Contract Review Board. If any contract resulting from IFB 19-002 is not approved by the Personal Service Contract Review Board, it is void and no payment shall be made.

2.2 Scope of Services

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

Background:

Within the state of Mississippi, the Department currently operates three (3) state-run institutions, ten Community Work Centers for male inmates, three Restitution Centers for male offenders and one Community Work Center and Restitution Center for females. There are three privately operated prisons and fifteen county regional facilities housing state inmates. [See Exhibit A]

In addition, MDOC houses state inmates in approved county jails. Under certain circumstances, it may become the Vendor's responsibility to provide security for a state inmate housed in a county jail that is hospitalized while incarcerated in the county jail.

The Department's state-run institutions are:

- (1) Mississippi State Penitentiary (MSP) located at Parchman, Sunflower County, current population 3,303.
- (2) Central Mississippi Correctional Facility (CMCF) located at Pearl, Rankin County. CMCF is the reception and classification center for the Department. The current population for CMCF is 3,759 inmates.
- (3) South Mississippi Correctional Institution (SMCI) located at Leakesville, Greene County. The current population at SMCI is 3,049 inmates.

SERVICES TO BE PROVIDED:

Each item in Sections I and II must be either acknowledged and agreed to or an exception must be noted – All acknowledgements or exceptions must be in writing.

The Vendor will provide necessary Security Officers to guard prisoners being hospitalized or those receiving outpatient services at hospitals or clinics within the state of Mississippi. (See Exhibit E for a historical list of hospital admissions. Exhibit E will also serve as the means for respondents to price their services.)

Qualifications and Requirements of the Vendor

This proposal shall only be awarded to responsive and responsible firms qualified to perform the services specified. All Vendors are required to submit the following information with its RFP response. **Failure to submit the required information with the RFP response will result in the rejection of the proposal.**

Provide the history of the firm, including the number of years in business, number of security guards, scope of any and all in-service training offered to security guard personnel, and average length of security personnel employment.

Include an organizational chart for providing services to MDOC with the availability and location of supervisory staff and security guards.

Provide resumes and qualifications of management and executive personnel, including all supervisory personnel that the vendor plans to use in managing the contract.

Provide a plan for MDOC detailing the Vendor's proposal to fulfill this contract with emphasis on the firm's ability to ensure that areas of the state are properly staffed and contingency plans are in place to provide replacement/additional staff when required.

Provide a list of similar work experiences demonstrating expertise in providing the required services, scope and dates of that service, name of the organization, contact names, address and telephone numbers.

Provide a list of any contracts of similar nature that were lost within the last two years

List any pending litigation filed against your company.

Vendors Responsibilities

Assure prisoner security as follows:

Follow applicable MDOC Policies and Procedures. (See Exhibit B)

While in the custody of the Vendor, the prisoner will be secured with appropriate restraining devices as approved by the Department. For state and county/regional facilities, these restraint devices will be provided by said facilities. The private prisons will supply the restraint devices. For state inmate housed in a county jail that become the responsibility of MDOC, the Vendor will be responsible for

supplying the restraints.

These devices are handcuffs, waist chains and leg irons to restrain the prisoner. These restraining devices are to be employed in keeping with the Department and Hospital policy.

All Vendor employees used to provide services to MDOC must receive two hours of training annually on the proper use of restraints for hospitalized offenders.

The Vendor is responsible for returning any restraints to the appropriate facility unless the facility assuming custody of the offender takes the restraints. The transfer of restraints shall be noted on the transfer of custody form. If the facility takes restraints belonging to the Vendor, the facility will be responsible for returning these restraints to the Vendor.

Provide armed guards unless the Hospital policy prohibits armed guards.

Male and female prisoners shall be separated. Vendor shall provide duly qualified female agents for the supervision of female prisoners. Under no circumstance can female prisoners be guarded by male officers.

An orientation and training program for all Vendor employees shall be submitted to MDOC for approval. The orientation and training program for the Vendor's employees shall be submitted with the IFB.

While on any duty post, all guards shall be in a uniform of the Vendor, clearly marked as that of the Vendor. The uniform shall be one that is agreed upon by the Department and the Vendor. The uniform is to be neat, clean, pressed and in good condition. Identifying name badges and security firm logos shall be clearly visible.

Staff terminated from employment by the Department may not be employed by Vendor for services under this contract without prior written approval from the Commissioner.

Notification Requirements

The contractor shall agree to provide services upon verbal request from the institution. Requests for services are subject to being initiated at any time of day or night. As much notice as possible will be given, and whenever possible, will be at least 24 hours in advance. However, it is anticipated that a considerable portion of requests for guard service may be during an emergency. When an emergency situation exists, the contractor shall respond within two (2) hours of notifications.

The contractor shall be notified of any special instructions. If the inmate is allowed to have visitors, the contract guard shall screen all visitors to prevent unauthorized individuals and introduction of contraband. Contract guards shall require all

approved visitors to produce photographic identification (e.g., driver's license, state identification card, etc.) before they are allowed to visit. This identification shall be matched with the information the institution provided to verify a visitor's identity.

Security Operations

Contractor's personnel shall not permit visits to inmates unless prior authorization is received from the Warden or his/her designee.

Contractor's personnel shall not permit inmates to make or receive telephone calls without prior authorization from the Warden or his/her designee.

Contractor's personnel shall not permit inmates to send or receive correspondence or packages unless authorized by the Warden or his/her designee. Any such items received at the medical facility shall be turned over to the institution personnel for disposition.

The contractor shall provide a duty roster for all assigned employees. The roster shall be used to record the signature of each employee reporting for duty and all activities occurring during that employee's tour of duty. The duty rosters shall be made available to institution staff for inspection, upon request, and must be maintained for at least 10 years.

The contractor shall provide adequate supervisory personnel to insure frequent and random security checks to employees. These security checks, at a minimum, shall be once each shift and be reflected in the logs security personnel assigned to the detail maintain.

Any information, either oral or written, shall be considered strictly confidential and shall not be divulged to anyone except institution staff.

The contractor shall provide and maintain a current list of all employees who are to be used in maintaining custody of MDOC inmates. This list shall be furnished to institution staff and kept current for verification of employment.

The contractor must provide employees providing guard service with photo identification cards. These must be shown to institution personnel before the inmate's custody is transferred to the contractor's employee and upon request at any time from MDOC staff during security visits. Institution staff shall relinquish custody to the contract guard by completing a Transfer or Release of Offender form (16-06-02-F1). The releasing institution staff member shall retain a copy of this receipt.

Contractor's Guard Responsibilities

The contractor's personnel shall not represent themselves to be employees of the State of Mississippi, the Mississippi Department of Corrections, or the institution.

Contractor's personnel are responsible for maintaining good relations with hospital employees. The contractor must report any conflict or difficulty involving contract personnel and hospital employees or others in the community to the Warden or designee immediately.

Security personnel must have had at least seven hours off-duty time prior to commencing a new tour of duty. A continuous tour of duty may not exceed 12 hours duration and at least seven hours off-duty time must be provided between tours of duty. The Warden or designee may grant exceptions at the contractor's request during emergency situations.

No contract guard shall be permitted to supervise a MDOC inmate if there is any detection of alcohol or medication that may impair mental or physical performance. Guards and supervisors shall refrain from consuming alcoholic beverages for at least eight (8) hours prior to reporting for duty. No alcoholic beverages shall be consumed while on duty.

The contractor's personnel may not be permitted to smoke anywhere at any time during the tour of duty.

The MDOC will not be responsible for the cost of meals or any other expenses incurred by contractor personnel while engaged in performance of this agreement. Also, contractor's personnel are prohibited from accepting food or anything else of value from the institution's contract medical facilities.

At the beginning of each shift, the contractor's oncoming guard shall be required to make sure the area housing the prisoner is secure and free of contraband.

Termination of Contractor's Supervision Requirements

Upon an inmate's release from the hospital, the contractor's guard supervision of the inmate is no longer needed. The contractor's supervising guard shall contact the institution Captain or Operations Lieutenant. Institution staff shall be dispatched to take custody of the inmate.

Upon arrival, MDOC staff shall take custody of the inmate, adhering to the following guidelines:

- a. MDOC staff shall furnish appropriate official photo identification to the contractor's guard prior to assuming custody of the inmate
- b. The inmate shall be thoroughly searched

- c. Appropriate restraints shall be applied to the inmate
- d. The contractor's personnel shall relinquish custody to MDOC staff by completing a Transfer or Release of Offender form (16-06-02-F1). The contractor's releasing guard retains one copy of this receipt.
- e. The inmate shall be transported to the institution or other location, in accordance with procedures as outlined in MDOC Policy on Escorted Trips.

Qualifications and Training of Security Guards

Qualifications of Security Guards

The contractor shall provide either documented evidence or assurance certification that each employee used as a guard meets all the following requirements:

All security guards utilized for this service shall be subjected to thorough background checks. The Vendor shall certify to the Department that background checks have been completed on all security guards utilized and that these employees meet the requirements promulgated by MDOC and by the Vendor. Additionally, all guards utilized for this service must be able to speak, read and write in English, have a completed 1-9 (Proof of U.S. Citizenship) on file with the Vendor, and be physically and mentally qualified to perform the requirements of this service.

The contractor shall vouch potential employees through reference and employment checks. All prospective employees will be tested for use of illegal drugs prior to employment.

The contractor shall require all proposed employees to provide complete details of any conviction record. The contractor shall complete the following:

- contact the National Crime Information Center/National Law Enforcement Telecommunication System (NCIC/NLETS)
- take fingerprints
- check criminal records
- make other appropriate background checks to verify employment applications

Prospective employees may not begin working as a guard for the Vendor supervising MDOC inmates prior to the NCIC/NLETS clearance.

The Vendor shall not employ any person as a guard supervising MDOC inmates who is under supervision or jurisdiction of any parole, probation, or court/correctional authority.

Due to the increased number of Hispanics and Asians being incarcerated by MDOC, the Department would be interested to know if the Vendor has guards available fluent in Spanish and/or any Asian language (Vietnamese). Please state the number of staff fluent in another language and the availability of these staff to provide security.

Training of Security Guards:

The Vendor shall train each employee in:

- proper MDOC techniques for guarding inmates
- use and application of restraints
- integrity, and
- use of force

This training shall be documented and the documentation submitted to the institution.

The Vendor shall be responsible for orientation and indoctrination of contract guards. This orientation must be sufficient to ensure that all guards comply with all contract-established rules and procedures.

The institution has the option of attending these training sessions to provide technical assistance and to ensure the training is consistent with MDOC techniques.

During contract agreement performance, additional classes will be scheduled on an as needed basis at the mutual agreement of the contractor and the State of Mississippi.

The institution shall provide all of the necessary handouts associated with this training. The training shall be documented and such documentation shall be retained by the institution in the contractor employees' security background files.

All Security Guards and Supervisors must complete a program approved by MDOC prior to commencing duties as a security guard for MDOC offenders. The Orientation Training will be in addition to the appropriate firearms training and certification required by the Vendor and the Department. The curriculum shall be provided to the MDOC Training Director and Commissioner for approval prior to implementation of Orientation Training.

Each Security Guard and Supervisor must complete additional training each year of the contract, in addition to the appropriate and mandatory firearms training and qualification. The curriculum shall be provided to the MDOC Training Director and the Commissioner for approval prior to implementation of such training.

Training must include, but is not be limited to:

- Emergency procedures
- Restraining Techniques - mandatory every year
- Firearms - mandatory as required
- First Aid - mandatory as required
- CPR - mandatory every year

All security guards that the Vendor purposes to use in an armed-guard post shall have firearms training and be fully qualified with the weapons they use. All security guards shall undergo firearms qualifications at least twice a year at the Vendor's firing range.

Vendor must furnish proof that all staff used as a part of this contract have completed the appropriate orientation training, and required annual refresher training. In addition, before assuming any security guard or supervisory post, staff must have completed appropriate firearms qualification. Each month thereafter, Vendor must furnish same proof for any new employee hired for this contract.

The Department will not be responsible for the training or cost of training for security guards and supervisors to perform this contract.

Penalties will be imposed by the Department for failure to meet any of the above required security background checks and training requirements.

The Department reserves the right to deny and/or have replaced any security guard, who, in the opinion of the Department, is not properly uniformed for duty or does not meet the standards of the MDOC as established by MDOC policy & procedures.

Training for Security Guards Required by Hospitals

The Vendor will be responsible for ensuring that its employees assigned to hospitals attend any orientation program required by said hospital. This program shall be mandatory and will be at the expense of the Vendor. Any annual training requirements required by the hospitals must be a part of the Vendor's training program. Documentation of this training shall be provided to MDOC.

Performance

All Security Guards utilized for this service shall perform their duties in a professional manner and shall avoid using force, except when reasonably necessary to protect hospital personnel and/or hospital property. In instances where use of force is required, the Vendor's employee shall follow the MDOC Security Guard Post Orders regarding notification and reporting of a Use of Force incident. (See Exhibit D MDOC Security Guard Post Orders)

Vendor will be required to reimburse MDOC the overtime rate of a Correctional Officer IV in the event the Vendor is unable to provide security staff for an assignment. All Security Guards utilized for this service shall remain at their duty area until they have been properly relieved. Under no circumstances shall any assigned duty area be abandoned. Penalties will be imposed for abandonment of a post.

Sleeping on duty will not be tolerated. Penalties will be imposed, and the security officer who has been observed sleeping on the job will not be allowed to provide services to the Department. MDOC Security Staff from each institution and other designated MDOC staff will provide periodic audits of security guards performing their duties.

The Vendor shall insure that all security guards have a method of communicating with their supervisor. Communication may be in the form of two-way radios and/or cellular phones. All communication devices must have the approval for use from the hospital

administration. Alternate methods of communication must be established for security guards in areas where two-way radios and/or cellular phones are not allowed.

Security Guards are required to remain in the room where the inmate can be seen at all times by the Security Guard. The only exception is when the inmate is in a medical area where no one but the patient and medical staff are allowed to enter (i.e. surgery, recovery or intensive care). The Security Guard will remain outside the entrance to the above area or in a location designated by the Healthcare Facility and approved by MDOC.

The Vendor must provide a 24/7 phone number that MDOC will call when security is required at any hospital within the state of Mississippi. MDOC expects the Vendor to have a Security Guard available within 2 hours after the Vendor receives notification that a Security Guard is required. The Vendor should state if there are any areas of the state to which they could not provide services within two hours and the length of time needed to provide services to these areas.

The maximum length of time a Security Guard may occupy a post is sixteen hours within a 24 hour time period. Penalties will be imposed if the Vendor does not meet the required availability time or if a Security Guard exceeds the maximum time on post within a 24 hour time period.

All Security Guards will indicate on the Security Log each time they are relieved by the relief officer (both shall sign) and the pass-off to the next shift or to MDOC security officers who are picking up an inmate to return to the facility. When the offender is released from the hospital, the security guard will turn the security log, restraints (unless the offender is wearing the restraints), medical packet and the signed transfer of custody form over to the MDOC facility officers. The Security Guard will submit the copy of the transfer of custody and other appropriate documentation to the shift Supervisor.

Transfer of Custody

MDOC will provide a form which will be signed by both the MDOC Facility Security Staff and the Vendor's Security Guard, noting transfer of custody, restraint equipment and medical packet of the offender from the MDOC facility to the Vendor and from the Vendor to the MDOC Facility. (See Exhibit C) This form will be attached to the Security Log to be completed by each officer while on a Security Post. The other copy will be returned to the MDOC transportation officer.

The MDOC Facility Security Staff picking up the inmate will bring another transfer of custody form, restraint equipment and medical packet when picking up the inmate for return to the MDOC Facility. Both copies will be signed. The Security Guard will submit one copy with the Security Log to the shift Supervisor. The other copy will be returned to the designated Facility Supervisor with the offender.

Death of an Offender while under Guard Security

The MDOC Security Guard Post Orders will detail the procedures to follow if the offender dies while hospitalized. The transfer of Custody goes to the Coroner in the county where the hospital is located. The Coroner is the only person allowed to receive custody of the body. The signed Transfer of Custody form, restraints and all security guards will be given to MDOC according to Post Orders.

Security Guards Providing Short Term Services

The Department will notify the Vendor the day before the scheduled doctor's visits and/or outpatient services and provide the Vendor with the following:

- Name, MDOC number and sex of the inmate
- Name & address of physician or location of outpatient service
- Expected time of arrival (The Security Guard should be present at the designated site 15 - 30 minutes prior to expected arrival time)
- Estimated length of time required for visit or service

The Vendor will schedule the appropriate Security Guards to meet and accept custody of the MDOC offender. The Security Guard will remain with the inmate at all times unless the health care provider requires the Security Guard to remain outside for medical reasons (i.e. radiation, same-day surgery or minor surgical procedure). The Security Guard will remain outside the door or in a specific area designated by the health care provider and approved by MDOC.

The Department Security Staff will provide the Vendor's Security Guard with a form, signed by both the Department Security Staff and the Vendor's Security Guard, stating time of transfer of custody. Both officers will retain a copy of the transfer. This same form will be signed and dated with time of transfer back to MDOC custody. The MDOC Security Staff will complete the form at the end of the trip and turn the form into the designated transportation officer. The Vendor must submit a copy of this form with the bi-weekly billing to the Department.

Transfer of Medical Records

The Security Officers will leave the facility with a sealed medical record for each offender transported. The sealed medical record is to be transferred with inmate and noted on the Transfer of Custody form. The Security Guard is responsible for giving the record to the appropriate medical personnel and obtaining a sealed medical record back from the medical provider to be returned with the inmate when the inmate is transferred back to the facility Security Officer.

Reports Required from the Security Guards

The Vendor shall supply a Security Shift Report to the Department as required by the

MDOC Security Guard Post Orders. A copy of the Security Log with appropriate attachments will be submitted with the Vendors' billing to the Department.

For Security Guards Providing Short Term Services

A copy of the Security Guard's Transfer of Custody Form, Security Log and Return to MDOC Custody will be submitted to MDOC with each bi-weekly billing submitted by the Vendor. If multiple offenders are housed in a security tank and/or approved waiting area, the Vendor shall follow MDOC's policy on the ratio of security officers to inmates.

For Security Guards Providing Hospital Services

A copy of the Security Guard's Transfer of Custody Form, Security Log and Transfer of Custody Form and other information detailed in the MDOC Security Guard Post Orders will be submitted to MDOC when the offender is released from the hospital. This completed form will become a part of the offender's medical record.

2.3 Term

The term of the contract shall be for a period of twenty four (24) months. Upon written agreement of both parties at least 45 days prior to each contract anniversary date, the contract may be renewed by the MDOC for a period of two (2) successive one-year period(s) under the same prices, terms, and conditions as in the original contract subject to approval by the PSCRB. The total number of renewal years permitted shall not exceed 48 months.

2.3.1 Multi-Term Contracts

Unless otherwise provided by law, a contract for services may be entered into for a period of time not to exceed four (4) years with an option to renew for one (1) year, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.

2.3.1.1 Requirements

- a) Services are based on an as needed bases.
- b) A unit price shall be given for each service, and that unit price shall be the same throughout the contract.
- c) A multi-term contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State's right or the contractor's rights under any termination clause in the contract.
- d) The Procurement Officer must notify the contractor on a timely basis that the funds are or are not available for the continuation of the contract for each succeeding fiscal period.

- e) A multi-term contract may be awarded. Award will be based on the lowest price of the submissions deemed responsive and responsible.

2.4 Penalties

The following penalties may be imposed by the MDOC:

| | |
|---|--|
| Abandonment of Post | \$ 2,000 |
| Failure to Meet the Required Arrival Time | \$10 per 15 minute delay |
| Sleeping on Job | \$ 2,000 |
| Staff not meeting the required training and/or Certification of staff eligibility required in this RFP and the contract | \$ 2,000 |
| Escape of an offender through Security Guard Negligence | Cost of capture and extraditions of the offender |
| Non-Staffing of Assignment | Overtime Rate of a Correctional Officer IV |

SECTION 3

3.1 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 dollars (**\$1,000,000**) 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 dollars (**\$1,000,000**) 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 dollars (**\$1,000,000**) 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.

SECTION 4

4.1 Bid Evaluation

Bids will be evaluated based on the requirements set forth in IFB 19-002, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable where possible. This Invitation for Bids sets forth the evaluation criteria to be used. No criteria will be used in an evaluation that is not set forth in this Invitation for Bids. Only bidders who are found responsive and responsible will have their bids considered.

4.1.1 Responsive Bidder

Bidder must submit bid which conforms in all material respects to this Invitation for Bids, IFB 19-002, as determined by MDOC.

4.1.2 Minimum Qualifications to be Deemed Responsive

In order to be deemed responsive the vendor must answer all question, show proper insurances and acknowledge all certifications and assurances in Attachment D.

4.1.3 These minimum qualifications are in addition to a minimum score of eighteen (18) on the Reference Score Sheet (**Attachment E**) from reference interviews by the MDOC with three (3) bidder/contractor references (for a total minimum score of eighteen (18)), as well as all other requirements of this Invitation for Bids. (*See Attachments C and E.*)

4.1.4 Nonconforming Terms and Conditions

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The MDOC reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the MDOC of non-responsiveness based on the submission of nonconforming terms and conditions.

4.1.5 Conditioning Bid Upon Other Awards

Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

4.1.6 Bid Submission Format

The bid package must be sealed and must contain the following:

- Bid Cover Sheet (**Attachment A**)
- Bid Form (**Attachment B**)
- References (**Attachment C**)
- Certifications and Assurances (**Attachment D**)

4.1.7 Responsible Bidder

Bidder must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MDOC .

4.1.8 Minimum Qualifications to be Deemed Responsible

Prospective bidders must show it has the resources (financial, equipment, experience, etc.) to perform the needed services.

4.1.9 References

Each bidder must furnish a listing of **at least** three (3) trade references along with the contact person, address, and phone number for each. These references must be familiar with the bidder's abilities in the areas involved with this solicitation. The MDOC will use these references to determine the bidder's ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. The bidder may submit as many references as desired. The MDOC will begin contacting references at the top of the list and will continue down the list until three (3) contacts have been reached.

References must be listed on **Attachment C**.

4.2 Bid Opening

Bid opening will be open to the public; however, this will include opening, reading aloud, and listing the bid price on each bid only. No discussions will be entered into with any

bidder as to the quality or provisions of the specifications and no award will be made, either stated or implied at the bid opening.

4.3 Award

The contract will be awarded by written notice to the lowest responsible bidder whose bid meets the requirements and criteria set forth in this Invitation for Bids within five (5) days.

4.3.1 Notification

All participating vendors will be notified of the MDOC's intent to award a contract. In addition, the MDOC will identify the selected vendor. Notice of award is also made available to the public.

4.3.2 Contract Management

If the Contractor fails to adhere to the interstate transportation services schedule, or if the Contractor fails to satisfactorily provide the prescribed service to all or any service area, the Contracting Agency will inform the Contractor, and the Contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, the Contracting Agency may terminate the contract without further obligation to the Contractor. (Contracting Agency may elect to use the form included as **Attachment H**, Interstate Transportation Services Contract Discrepancy Report.)

SECTION 5

5.1 Post-Award Vendor Debriefing

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

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114 through 7-114.07, Post-Award Vendor Debriefing, of the *Personal Service Contract Review Board's Rules and Regulations*.

5.2 Protest of Award

Any actual or prospective bidder or contractor who is aggrieved in connection with this solicitation or the outcome of the Invitation for Bids may file a protest with the Bid Coordinator, Dell Lemley, Interim Deputy Commissioner of Administration and Finance. The protest shall be submitted on or before 10:00 am, October 5, 2018, in writing after

such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the bidder or an individual authorized to sign contracts on behalf of the protesting bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting bidder must provide facts and evidence to support the protest. A protest is considered filed when received by the Bid Coordinator, Dell Lemley, Interim Deputy Commissioner of Administration and Finance, via either U.S. mail, postage prepaid, or personal delivery. Protests filed after 10:00 am, October 5, 2018, will not be considered.

5.3 Required Contract Terms and Conditions

Any contract entered into between a Contracting Agency and a vendor/bidder shall include the required clauses found in **Attachment F** and those required by the *Personal Service Contract Review Board's Rules and Regulations* as updated.

5.4 Optional Contract Terms and Conditions

Any contract entered into between a Contracting Agency and a vendor/bidder may have, at the discretion of the Contracting Agency, the optional clauses found in **Attachment G** and those within the *Personal Service Contract Review Board's Rules and Regulations* as updated.

5.5 Mississippi Contract/Procurement Opportunity Search Portal

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

5.6 Attachments

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

Attachment A

Bid Cover Sheet

The MDOC is seeking to establish a contract for interstate transportation of inmates. Bids are to be submitted as listed below, on or before 11:00 am, September 18, 2018.

PLEASE MARK YOUR ENVELOPE:

IFB 19-002
Opening Date: 11:00 am, September 18, 2018
MS Department of Corrections
Attention: Dell Lemley
633 North State St., Jackson, MS, 39202
SEALD BID – DO NOT OPEN

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip Code: _____

Company Representative: _____

Telephone: _____

Fax: _____

E-Mail: _____

| | |
|---|--|
| FEI/FIN # (if company, corporation, or partnership): | |
| SS# (if individual): | |

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started? _____

How many years and/or months has your company been in the business of performing the services called for in this Invitation for Bids? _____

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. _____

If your company is not physically located in the region, how will you supply guard services to agencies in the region? _____

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. _____

List all licenses or permits your company possesses that are applicable to performing the services required in this Invitation for Bids. _____

For how many customers has your company provided guard service in the past two (2) years? Please include the dates, the size of the area maintained, and the annual amount of the billing to each customer. _____

What is the largest customer your company has provided guard service for in the past two (2) years? Please include the annual amount of the billing. _____

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. _____

T

List all the equipment that your company has available or that is intended to be used to perform the services required in this Invitation for Bids. _____

Attachment B

Bid Form for Guard Service

| Company | Company Representative | Telephone |
|---------|------------------------|-----------|
| | | |

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

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

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

PROPOSED FEE SCHEDULE:

It is the intention of MDOC to receive one pricing based on an hourly rate for armed and unarmed guard service. MDOC estimated that approximately 90% of required guard services will occur in five cities; Jackson, Vicksburg, Meridian, Greenwood and Hattiesburg. Since the hospitals in these cities represent the majority of hours, MDOC will require backup/supervisory personnel at these locations. MDOC understand services provided outside these five cities will require mileage and overnight stay in some cases. As a result proposers are encouraged to build these costs into the hourly rate for locations outside the five cities. MDOC historically averages 165,000 hours per year (unarmed 74,250/armed 90,750 hrs).

Unarmed/Armed Rate: \$ _____

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

1. That he/she has thoroughly read and understands this Invitation for Bids, IFB 19-002, and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, IFB 19-002, and the attachments herein;
3. That the company agrees to all provisions of this Invitation for Bids, IFB 19-002, and the attachments herein;
4. That the company will perform, without delay, the services required at the prices quoted in this **Attachment B**; and
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Invitation for Bids.

Printed Name: _____

Signature/Date: _____

Attachment C

References

Reference 1

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____

Reference 2

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____

Reference 3

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____

The bidder may submit as many references as desired by submitting as many additional copies of this Attachment C, References, as needed. The MDOC will begin contacting references at the top of the list and will continue down the list until three (3) contacts have been reached. See Section 4.1.8 of this Invitation for Bids.

Attachment D

Certifications and Assurances

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

1. REPRESENTATION REGARDING CONTINGENT FEES

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

2. REPRESENTATION REGARDING GRATUITIES

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

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

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

Name/Title: _____

Signature/Date: _____

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

ATTACHMENT E

Reference Score Sheet

TO BE COMPLETED BY MDOC ONLY

Bidder Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

| | | |
|---|-----|----|
| Able to provide guard services when you called? | Yes | No |
| Satisfied with the guard services provided? If no, please explain. | Yes | No |
| Vendor easy to work with in scheduling guard services? | Yes | No |
| Was the guard services completed on time and within budget? | Yes | No |
| Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.) | Yes | No |
| Would you enter into a contract with them again? | Yes | No |
| Would you recommend them? | Yes | No |

Each "yes" is 1 point(s); each "no" is -1 point(s). Bidder must have a minimum score of "six (6)" from three (3) references (total of "eighteen (18)" points) to be considered responsible and for its bid to be considered.

Score: _____

| | | |
|---|-----|----|
| Do you have any business, professional or personal interest in the bidder's organization? If yes, please explain. | Yes | No |
|---|-----|----|

Called by: _____

Notes: _____

ATTACHMENT F

Required Clauses for Service Contracts Resulting from this Invitation for Bids

1. 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. Contractor shall comply with applicable federal, state, and local laws and regulations.
2. Availability of Funds. It is expressly understood and agreed that the obligation of the Agency 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 or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
3. Compliance with Laws. Contractor understands that the Agency 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.
4. 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.
5. E-Verification. 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:

- a. 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; or
- b. 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,
- c. both.

In the event of such cancellation/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.

6. 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.
7. 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>.
8. Representation Regarding Contingent Fees. Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid.
9. Representation Regarding Gratuities. 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*.
10. Stop Work Order.
 - a. *Order to Stop Work:* The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require 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 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, 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:

- i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, 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:
 - i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - ii. 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.
- c. *Termination of Stopped Work:* If a stop work order is not canceled 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.

11. Termination for Convenience.

- a. *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

12. Termination for Default.

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one (1) or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the

contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

- f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
13. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
14. 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.
15. 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.
16. 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.

ATTACHMENT G

Optional Clauses for Use in Service Contracts Resulting from this Invitation for Bids

1. Anti-assignment/Subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
2. Approval. It is understood that this contract requires approval by the Personal Service Contract Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.
3. Attorney's Fees and Expenses. Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
4. Authority to Contract. Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) 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, (d) 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.
5. Information Designated by Contractor as Confidential. Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be 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.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential

information by Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this agreement.

6. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that Agency is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to Agency pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Agency shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Agency shall not be liable to the Contractor for disclosure of information required by court order or required by law.
7. Contractor Personnel. The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
8. Debarment and Suspension. Contractor certifies to the best of its knowledge and belief, that it:
 - (1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
 - (2) has not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - (3) has not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
 - (5) has not, within a three-year period preceding this bid, had one (1) or more public transactions (federal, state, or local) terminated for cause or default.
9. Disclosure of Confidential Information. In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or

completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*

10. Exceptions to Confidential Information. Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:
 - (1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
 - (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
 - (3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 - (4) is independently developed by the recipient without any reliance on confidential information;
 - (5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
 - (6) is disclosed with the disclosing party's prior written consent
11. Errors in Extension. If the unit price and the extension price are at variance, the unit price shall prevail.
12. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.
13. Failure to Enforce. Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provision at any time in accordance with its terms.
14. Final Payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.
15. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God,

strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

16. HIPAA Compliance. Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
17. Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi 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 attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.
18. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

19. Integrated Agreement/Merger. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.
20. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
21. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
22. Non-solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
23. Oral Statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by Contractor.
24. Ownership of Documents and Work Papers. Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to Agency upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from Agency and subject to any copyright protections.
25. Quality Control. Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.

26. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three-year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three-year period, whichever is later.
27. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Agency, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Agency. The rights of the Agency are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of Contractor.
28. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
29. Right to Inspect Facility. The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
30. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
31. State Property. Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
32. Third Party Action Notification. Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

33. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
34. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
35. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Agency for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Agency is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Agency may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

ATTACHMENT H

Guard Services Contract Discrepancy Report

Guard Services: _____

Date and Time of Service: _____

Report Date: _____

Discrepancy or Problem: (Describe in detail; attach supporting document; include reference to specification requirement; and attach continuation sheet if necessary).

Name: _____ **Signature:** _____ **Date:** _____

Contractor Response as to Cause, Corrective Action, and/or Actions to Prevent Recurrence: (Cite applicable existing or new Quality Control Program or Procedures; and attach continuation sheet if necessary).

Name: _____ **Signature:** _____ **Date:** _____

Contracting Agency Evaluation and Action: (Partial or full acceptance, rejection, payment deduction, cure notice, show cause, termination, other; attach continuation sheet if necessary).

Name: _____ **Signature:** _____ **Date:** _____

EXHIBIT A

State Facilities

MSP – Mississippi State Penitentiary

P. O. Box 1057 – Hwy 49 West – Parchman, MS 38783
Phone: (662) 745-6611

CMCF – Central Mississippi Correctional Facility

P. O. Box 88550 – 3794 Hwy 468 - Pearl, MS 39208
Phone: (601) 932-2880

SMCI – South Mississippi Correctional Institution

P. O. Box 1419 – 22689 Hwy 463 North - Leakesville, MS 39451
Phone: (601) 394-5600

Private Facilities

EMCF – East Mississippi Correctional Facility

10641 Hwy 80E – Meridian, MS 39307
Phone: (601) 485-5255

MCCF – Marshall County Correctional Facility

P. O. Box 5188 – Holly Springs, MS 38634-5188
Phone: (662) 252-7111

WCCF – Wilkinson County Correctional Facility

P. O. Box 1079 Woodville, MS 39669
Phone: (601) 888-3199

Regional Facilities

ACCF – Alcorn County Correctional Facility

2839 South Harper Rd. – Corinth, MS 38834
Phone: (662) 286-7085

EXHIBIT A

BCCF – Bolivar County Correctional Facility

2792 Hwy 8 W – Cleveland, MS 38732
Phone: (662) 843-7478 or 5378

CCCF -- Chickasaw County Correctional Facility -

120 Lancaster Cr. - Houston, MS 38851
Phone: (662) 456-3319

CMRCF – Carroll/Montgomery County Regional Correctional Facility

1440 Hwy 35 – Vaiden, MS 39176
Phone: (662) 464-5440

GCCF – George/Greene County Correctional Facility

154 Industrial Park Road – Lucedale, MS 39452
Phone: (601) 947-9399

HCCF – Holmes/Humphreys County Correctional Facility

23234 Hwy 12 E – Lexington, MS 39095
Phone: (662) 834-5016

ICCF – Issaquena County Correctional Facility

P. O. Box 220 – Mayersville, MS 39113
Phone: (662) 873-2153

JCCF – Jefferson/Franklin County Correctional Facility

P. O. Box 218 – Fayette, MS 39069
Phone: (601) 786-2284

KCCF – Kemper/Neshoba County Correctional Facility

300 Industrial Park Road – DeKalb, MS 39328
Phone: (601) 743-5767

LCCF – Leake County Correctional Facility

399 CO Brooks Street - Carthage, MS 39051
Phone: (601) 298-9003

EXHIBIT A

MCCF – Marion/Walthall County Correctional Facility

503 South Main Street - Columbia, MS 39429
Phone: (601) 736-3621

SCCF – Stone County Correctional Facility

1420 Industrial Park Road – Wiggins, MS 39577
Phone: (601) 928-7042

WCCF – Washington County Correctional Facility

60 Stokes King Rd – Greenville, MS 38701
Phone: (662) 537-2005

WCCF – Winston/Choctaw County Correctional Facility -

P.O. Drawer 928 -Louisville, MS 39339
Phone: (662) 773-2528

YCCF -- Yazoo County Correctional Facility -

154 Roosevelt Hudson Drive - Yazoo City, MS 38851
Phone: (662) 746-7489

Community Work Centers (CWC)

| | |
|------------------------------------|--|
| Forrest County CWC | 112 Alcorn Ave – Hattiesburg, MS 39401 Phone: (601) 544-5030 |
| George County CWC | 156 Industrial Park Rd – Lucedale, MS 39452 Phone: (601) 947-7581 |
| Harrison County CWC | 3820 – 8 th Ave – Gulfport, MS 39501 Phone: (228) 865-0020 |
| Delta Correctional Facility | 3800 County Road 540 – Greenwood, MS 38930 Phone: (662) 455-9099 |
| Madison County CWC | 140 Corrections Drive – Canton, MS 39046 Phone: (601) 859-7711 |
| Noxubee County CWC | 110 Industrial Park Rd – Macon, MS 39341 Phone: (662) 726-2375 |

EXHIBIT A

Pike County CWC 2015 Jesse Hall Rd – Magnolia, MS 39652
Phone: (601) 783-5514

Quitman County CWC 201 Camp B Rd – Lambert, MS 38643
Phone: (662) 326-2133


Wilkinson County CWC 84 Prison Lane – Woodville, MS 39669
Phone: (601) 888-4378

Restitution Centers

Flowood CWC/ Restitution Center 1632 HWY 80 W - Flowood MS 39208
Phone: 601-936-7213

Hinds County Restitution Center 429 South Gallatin St - Jackson MS 39203
Phone: 601-354-0062

Pascagoula Restitution Center 1721 East Kenneth Ave – Pascagoula MS 39568
Phone: 228-762-1331

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|---|--|-------------------------------------|-------------------------------|
|  | MISSISSIPPI DEPARTMENT OF CORRECTIONS | | POLICY NUMBER 16-06 |
| | | | AGENCY WIDE |
| OFFENDER COUNT & TRANSPORT | | INITIAL DATE 06-13-1983 | |
| ACA STANDARDS: 2-CO-3A-01, 4-4187 thru 4-4189, 4-4414, 4-ACRS-2A-01, 4-ACRS- 2A-11 | | EFFECTIVE DATE 01-01-2010 | |
| STATUTES: 47-5-111, 47-5-116 | | RESTRICTED | |
| | | PAGE 1 of 4 | |

POLICY:

It is the policy of the Mississippi Department of Corrections (MDOC) to maintain an accurate count and to monitor/supervise all internal and external offender movement.

DEFINITIONS:

Biddle Guard – A device or partition installed in a vehicle operated by a law enforcement officer that separates the front and rear passenger compartments.

PRECEPTS:

Administration of Correctional Agencies (Central Office): There are written agency policies that cover, at a minimum, the following:

- security
- correctional officer assignments
- patrol and inspection
- use of restraints
- security equipment
- control center operation
- permanent log maintenance
- count procedures
- contraband control [2-CO-3A-01].

The Deputy Commissioner of Institutions and the Deputy Commissioner of Community Corrections or designees will establish procedures regarding offender count and transport to include, but not be limited to:

- Maintenance of current daily master index indicating location of all MDOC offenders
- Manner in which offender will be transported (depending on classification or custody)
- Number and type of staff needed to move each custody level of offenders

Adult Correctional Institutions: The institution has a system for physically counting inmates. The system includes strict accountability for inmates assigned to work and educational release, furloughs, and other approved temporary absences [4-4187].

Adult Community Residential Services: The facility has a system of accountability for offenders assigned to work and educational release, furloughs, and other temporary absences from the facility. The facility has a system for physically counting offenders.

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| TITLE: OFFENDER COUNT & TRANSPORT | | POLICY NUMBER 16-06 |
| EFFECTIVE DATE: 01-01-2010 | RESTRICTED | PAGE 2 of 4 |

There are at least three offender counts daily. Staff monitor the movement of offenders into and out of the facility [4-ACRS-2A-11].

Adult Correctional Institutions: Written policy, procedure, and practice provide that staff regulate inmate movement [4-4188].

Adult Community Residential Services: Access to and egress from the facility are controlled [4-ACRS-2A-01].

Adult Correctional Institutions: Written policy and procedure govern the transportation of inmates outside the institution and from one jurisdiction to another [4-4189].

Adult Correctional Institutions: Nonemergency offender transfers require the following:

- Health record confidentiality is to be maintained
- Summaries, originals, or copies of the health record accompany the offender to the receiving facility. Health conditions, treatments, and allergies should be included in the record.
- Determination of suitability for travel based on medical evaluation is made, with particular attention given to communicable disease clearance.
- Written instructions regarding medication or health interventions required en-route should be provided to transporting officers separate from the medical record.
- Specific precautions (including standard) are to be taken by transportation officers (for example, masks or gloves).

A medical summary sheet is required for all inter- and intrasystem transfers to maintain the provision of continuity of care. Information included does not require a release of information form [4-4414].

When Private and County Regional Facilities are required to transport their offenders to and from MDOC facilities, they will adhere to all MDOC policies and procedures for movement/transportation of offenders.

When sheriffs and or deputies are willing to transport offenders to MDOC in order to expedite movement, such services will be accepted provided no costs are incurred by MDOC.

Publicity related to the inter-facility transport of offenders will be kept to a minimum. Employees will not give MDOC offenders prior notification of any type of movement and/or transfer.

Employees will not give the public prior notification of any type of MDOC offender movement and/or transfer.

Transport of offenders must meet statutory law.

Section 47-5-116, Mississippi Code of 1972, as amended in 1999, provides in part:

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| TITLE: OFFENDER COUNT & TRANSPORT | | POLICY NUMBER 16-06 |
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It is unlawful to transport a prisoner who is committed to the Department of Corrections in a vehicle which is not equipped with a secure Biddle guard. Each prisoner will be restrained and a state, county, municipal or private correctional facility will not release a prisoner into the custody of a law enforcement officer unless the prisoner is being transported in a vehicle equipped in accordance with this section.

The Commissioner of Corrections, sheriff or chief law enforcement officer who is responsible for a vehicle in which any transportation in violation of this section occurs will be assessed a civil penalty of One Thousand Five Hundred Dollars (\$1,500.00) which will be collected by the Attorney General and paid into the State Treasury.

The Commissioner of Corrections, sheriff or chief law enforcement officer who is responsible for a vehicle in which a prisoner is transported in violation of this section will not be liable personally for any damages arising from injuries to persons or property caused by a prisoner who has escaped while being transported in violation of this section.

This section will not apply to any vehicle used by a correctional officer for transporting prisoners on the grounds of a correctional facility under the jurisdiction of the department, to any vehicle used by a field officer of the Department of Corrections when taking a prisoner into the custody of the Department of Corrections or to any vehicle used to transport prisoners in work release programs.

Transportation of state inmates housed in a Restitution Center or Community Work Center in government vehicles to a correctional facility for routine services (i.e. medical, dental), may not require the use of a biddle guard. Transportation of state inmates for disciplinary action will require full restraints and use of a biddle guard.

Emergency Transportation

Anytime an offender is transported out-of-state for medical reasons, the MDOC Chief Medical Officer is to be consulted prior to the offender being transported.

Authorized emergency vehicles may be used to transport offenders off grounds for medical reasons.


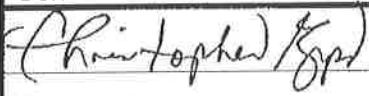
An officer must accompany the offender inside the vehicle.


A MDOC, Private Corrections Company or Regional Correctional Facility escort vehicle will be used at the discretion of the Superintendent/Warden or designee.

DOCUMENTS REQUIRED:

As required by this policy and through the chain of command.

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| TITLE: OFFENDER COUNT & TRANSPORT | | POLICY NUMBER 16-06 |
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| ENFORCEMENT AUTHORITY | | |
|--|--|------------|
| All standard operating procedures (SOPs) and/or other directive documents related to the implementation and enforcement of this policy will bear the signature of and be issued under the authority of the Deputy Commissioner of Institutions and the Deputy Commissioner of Community Corrections. | | |
| Reviewed and Approved for Issuance |  | 12-14-2009 |
| | General Counsel | Date |
| |  | 12/17/09 |
| | Commissioner | Date |

| | | |
|--|-------------------------------------|---------------------|
|  MISSISSIPPI DEPARTMENT OF CORRECTIONS | SOP NUMBER 16-06-02 | |
| | AGENCY WIDE INSTITUTIONS | |
| OFFENDER TRANSPORT | INITIAL DATE 06-13-1983 | |
| ACA STANDARDS: 4-4188, 4-4189, 4-4414 | EFFECTIVE DATE 07-01-2010 | |
| STATUTES: 47-5-111, 47-5-116 | RESTRICTED | PAGE 1 of 14 |

APPLICABILITY:

This procedure applies to all employees involved in the movement and transportation of offenders.

POLICY STATEMENT:

It is the policy of the Mississippi Department of Corrections (MDOC) to maintain an accurate count and to monitor/supervise all internal and external offender movement.

DEFINITIONS:

Institution – For the purposes of this procedure, institution will include any MDOC Institution, Private or County Regional Facilities, Community Work Centers (CWCs), Restitution Centers and Joint State/County Work Programs.

Offender Transport – The movement of an offender from one point to another either by walking or by mechanized vehicle.

Intra-Facility Offender Transport – The movement of offenders within the perimeter of a MDOC facility.

Inter-Facility Offender Transport – The movement of offenders outside the perimeter of a MDOC facility.

Mass Transport – Simultaneous movement of at least twelve (12) or more offenders.

Offender Locator – MDOC department responsible for gathering offender population data.

Movement Sheet – A document published daily by Inmate Locator that contains data showing the receipt, discharge, and transfer of offenders in and out of the custody of MDOC, as well as all internal transport of offenders among the facilities of MDOC, county jails, private facilities, or any type of temporary release.

Transfer – An official document authorizing the transport of an offender from one location to another location.

Unit Register – An official record that denotes, among other correctional management functions, all internal and external offender movement.

Minimum Custody – This is a minimum custody that affords the offenders a more relaxed atmosphere and an extension of social privileges.

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Medium Custody – A custody status where offenders have displayed a desire to be considered responsible and have progressed to the point where they do not need constant supervision or security control in the performance of work assignments.

Close Custody – This custody requires close supervision where the offender must be under constant security control at all times. This is the highest level of general population.

Death Row – Offenders committed to the Mississippi Department of Corrections under a sentence of death will be classified as "Death Row" prisoners and housed in a unit deemed appropriate by the Commissioner of Corrections.

Full Restraints – Waist chain with handcuffs and leg irons (supplemental restraints such as a black box or restraint gear tubes attached to the full restraint may be used as additional restraint protection).

Air Transportation – An air medical transport with qualified health personnel and equipment available to provide constant attention to the medical needs of an offender.

PROCEDURES:

Offender Transport - General

Adult Correctional Institutions: Written policy, procedure, and practice provide that staff regulate inmate movement [4-4188].

Only staff will control and/or supervise any offender movement from one location to another.

Adult Correctional Institutions: Written policy and procedure govern the transportation of inmates outside the institution and from one jurisdiction to another [4-4189].

Inmate Locators will publish a Daily Movement Sheet that will reflect the following transport actions:

- Offender arrivals and departures
- Unit assignment changes
- Internal transfers
- Transport between external units
- Arrivals and departures from external units
- Capacity of internal and external units
- Total population of internal and external units

Permanent transports will be entered in the Unit Control Room computer/Offendertrak.

Transfers will be required for the following transport actions:

- Movement to and from the Classification Department
- Inter-facility transport
- Intra-facility transport
- Movement to and from Parole Board hearings
- Corrections Investigation Division interviews

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- Attorney visits
- Special visits
- 3-day/5-day apartment visits
- Any non-routine movements

Transfer Mass Movement Releases may be used to denote the transport of large groups of offenders (i.e., six or more offenders) that include, but are not limited to:

- Law library appointments
- Sick call appointments
- Pre-approved recreational events
- School programs participation/attendance

Prohibitions

Personal vehicles will never be used to transport offenders.

Armed escorts engaged in moving or transporting offenders will never make nor allow personal contact with any offender.

Offenders will not be transferred to another facility without their medical files.

Exceptions will be authorized by the receiving facility.

Transportation Officers

Transportation Officers will comply with the following:

- Possess a valid driver's license in order to operate any MDOC vehicle
- Meet appropriate weapon qualification standards
- At least one (1) Transportation Officer will be of the same sex as the offender(s) being transported off grounds
- One (1) Transportation Officer (at a minimum) will strip search, restrain and load all offenders to be transported while the other officer witnesses all activity
- Ensure working files and medical files are transported with offenders
- Wear seat belts at all times
- Ensure that all offenders are properly restrained in accordance with custody level

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Transportation Officer - Inspection of Vehicle

Prior to transporting offenders, Transportation Officers will:

- Conduct a vehicle inspection and complete a Vehicle Condition Report prior to departure
- Conduct a communication equipment check to ensure proper working order
- Secure all vehicle doors prior to vehicle movement
- Prior to loading offenders, inspect vehicle for contraband
- Search vehicle for contraband upon return
- Remove all refuse
- Refuel vehicle if applicable
- Return key and vehicle logs to the Transportation Office

Transportation Officers - Security Reports

Transportation Officers will:

- Obtain, maintain and distribute Transfer Release Forms or Body Receipts (if applicable) to Security Control, releasing staff, receiving staff, and to the entrance gates and Area Control Center (when applicable)
- Verify offender count prior to departure and upon arrival at their destination
- Only make vehicle stops at intended destinations, except in an emergency
- Contact their office or security control center any time the vehicle makes a stop for any reason
- Contact their respective office or security control center when they reach their destination and prior to departure from that location
- Conduct a strip search on any offender that leaves the sight of the supervising officer or that has been in the custody of other officers during transport and is returned for transport

Offender Prohibitions for Vehicular Transport

- Sitting next to an armed officer
- Moving around in vehicle while in transit
- Shouting and/or exhibiting any form of boisterous behavior
- Smoking
- Eating or drinking
- Signaling to free world citizenry
- Making phone calls
- Having or making contact with any non-authorized person
- Other aberrant behavior as specified in the MDOC Inmate Handbook

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| TITLE: OFFENDER TRANSPORT | | SOP NUMBER 16-06-02 |
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Transport of Offenders with Medical Conditions

Qualified medical personnel will determine the mode of transportation of all offender medical transports off grounds and notify staff by indicating specific instructions on the offender Health Information Transfer Form received by the transporting staff.

Transport of disabled offenders on and off facilities grounds will be made in an appropriately equipped vehicle to meet the medical needs of offender.

Qualified medical personnel will utilize full restraint gear when transporting any offender on and/or off the institutional grounds unless usage impedes a medical condition as verified in writing by qualified medical personnel.

Offenders will never be left unsecured without some form of mechanical restraints (i.e., handcuffs, leg irons or waist chains).

When relinquishing custody of an offender to any other agency or private security officer, the offender must remain in restraints.

At no time will any MDOC employee release custody of an offender that is not properly restrained.

Low Visibility/Inclement Weather Movement

Based upon the security and safety of both staff and offenders, each Facility's Controlling Authority or designee will determine the extent and degree of transport that will be allowed in circumstances of extreme low visibility or inclement weather.

Intra-Facility Transport

The following will be adhered to when moving offenders inside institutional grounds:

- Offender custody level will determine the degree of staff supervision required during offender movement on institutional grounds.
- Offenders may be restrained when being transported outside their unit and/or facility's security perimeter during any internal activity as designated by the Superintendent/Warden.
- Only minimum custody offenders will be permitted to ride in the driver compartment of the transporting vehicle.

Minimum Custody Offenders

Individual Minimum custody offenders and work crews may be transported within the perimeters of the institution by security staff or non-security employees.

Mass transport in an approved security vehicle may require two (2) unarmed officers and may have one (1) armed officer in an escort vehicle at the discretion of the Superintendent/Warden or designee.

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Mass transport of minimum custody offenders will be supervised, controlled or coordinated by the Transportation Director, Unit Administrator, Work Supervisor and/or Area Shift Supervisor.

Medium Custody Offenders

Security personnel will transport medium custody offenders. Movement of twelve (12) or more medium Custody offenders will require two (2) security personnel.

Mass transportation in an approved security vehicle (i.e., bus, van) may not require the offenders to be restrained individually (i.e., work crews).

The Superintendent/Warden will determine situations where one (1) armed officer is required in the transporting vehicle.

If an armed officer is required, one officer will secure the vehicle keys and weapons and stand no closer than twenty (20) feet from and in full view of the offenders and officer during loading and off loading.

Officers as designated by the Superintendent/Warden will supervise mass transport of medium custody offenders in a vehicle or by foot escort when inside of the security perimeter.

Close Custody

Remain under the constant and close supervision of at least two (2) security staff.

During loading and off loading, one officer will secure the vehicle keys and weapons and stand no closer than twenty (20) feet from and in full view of the offenders and officer.

Death Row, High Risk and Administrative Segregation Offenders

Require full utilization of restraint gear when being transported for any reason.

Remain under the constant and close supervision of at least two (2) security staff.

During loading and off loading, one officer will secure the vehicle keys and weapons and stand no closer than twenty (20) feet from and in full view of the offenders and officer.

Transport of Unclassified Offenders

Movement of less than twelve (12) unclassified non-restrained offenders at Central Mississippi Correctional Facility may be made inside the secured perimeter on foot or in a vehicle with a minimum of one (1) unarmed officer.

Movement of twelve (12) or more offenders will require two (2) or more officers (the Superintendent/Warden or designee may require restraints).

Inter-Facility Transportation

All offenders being transported off institutional grounds from MDOC Institutions, Private or County Regional Facilities will be transported in yellow jumpsuits.

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279 All custody offenders being transported on the Centralized Transportation Routes will be strip
280 searched and placed in yellow jumpsuits provided by the releasing facility and/or unit security
281 staff during the out-processing to another facility. Offenders arriving from another facility and/or
282 unit will be strip searched and placed in appropriate custody clothing. The
283 Superintendent/Warden or designee will designate staff responsible for conducting strip
284 searches.

285
286 Death Row Offenders will be strip searched by the Transportation Officer and remain in red
287 jumpsuits.

288
289 The releasing facility security staff will inventory all offender property including allowable
290 property in storage. All property that is not considered contraband will be transported with the
291 offender.

292
293 All MDOC Institutions will have at least one (1) approved security vehicle equipped with a
294 separate isolation cage.

295
296 Transport of Death Row, High Risk and Long Term Segregation Offenders

297
298 High Risk and Long Term Segregation offenders must be transported in an approved security
299 vehicle that is equipped with a separate isolation cage.

300
301 If the facility does not have a vehicle equipped with a separate isolation cage, High Risk and
302 Long Term Segregation offenders must be transported in an approved security vehicle without
303 other offenders (one offender per vehicle).

304
305 Only the Commissioner or designee serving in the capacity of Commissioner may
306 approve/authorize High Risk and Long Term Segregation offenders to be transported with other
307 offenders in a vehicle that is not equipped with a separate isolation cage.

308
309 Death Row offenders will always be transported in an approved security vehicle without other
310 offenders.

311
312 In all circumstances, transporting Death Row, High Risk, and Long Term Segregation offenders
313 require the utilization of leg irons and waist chains.

314
315 In all circumstances, transporting Death Row, High Risk and Long Term Segregation requires
316 two (2) armed officers in an approved security vehicle and one (1) armed officer in an escort
317 vehicle.

318
319 K-9 personnel will service as security escort for Death Row offenders unless an exception is
320 authorized by the Commissioner or designee serving in the capacity of Commissioner.

321
322 Death Row, High Risk and Long Term Segregation offenders must be under constant and close
323 supervision at all times.

324
325 During loading and unloading of offenders, the armed officer will secure all keys (restraints and
326 vehicle) and stand twenty (20) feet from the offenders to directly observe all activity.

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Transport of Close Custody Offenders

Close Custody offenders must be transported in an approved security vehicle and remain under constant and direct supervision of two (2) security employees of which one (1) will be armed with a MDOC approved weapon.

During loading and unloading, the armed officer will secure all keys (restraints and vehicle) and stand no closer than (20) feet from the offenders to directly observe all activity.

Transporting twelve (12) or more Close Custody offenders will require an escort vehicle with one (1) armed security employee.

Transport/Movement of any number of Close Custody offenders requires the utilization of waist chains and leg irons.

Offenders of the opposite sex will not be moved and/or transported together.

Publicity related to the inter-facility transport of offenders will be kept to a minimum. Employees will not give MDOC offenders prior notification of any type of movement and/or transfer.

Employees will not give the public prior notification of any type of MDOC offender movement and/or transfer.

Compliance with this procedure will improve security staff ability to prevent offenders from escape attempts and from introducing contraband into MDOC facilities and/or housing units.

Transport of offenders off institutional grounds will require a Transfer Release Form.

Routine movement of offenders outside the institution will be made in MDOC, Private Correctional Company or Regional Correctional Facility vehicles, and designated medical emergency vehicles except when otherwise authorized in writing by the Commissioner or designee.

The Director of Transportation may issue cellular phones to officers when traveling off institutional grounds.

Movement of less than twelve (12) general population offenders may require two (2) officers in the vehicle, one (1) of which may be unarmed.

At the discretion of the Superintendent and/or Warden, mass movement of twelve (12) or more general population offenders may require two (2) armed officers in a transporting vehicle with one (1) armed officer in an escort vehicle.

Movement of Administrative Segregation, High Risk, or Death Row offenders will require two (2) armed officers in an approved security vehicle with one (1) armed officer in an escort vehicle.

Offender Transport to Court

Designated Records staff will be responsible for entering an alert within Offendertrak once an "Order for Offender Transport to Court" is received.

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| TITLE: OFFENDER TRANSPORT | | SOP NUMBER 16-06-02 |
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377 The alert will include the date, time, and location of the court appearance. This is an additional
378 step in processing Orders for Offender Transport to Court and does not eliminate existing
379 procedures/steps.

| ENTRY FIELD IN OT | DATA TO ENTER |
|-------------------|---|
| ACTIVE | Select Y |
| ALERT TYPE | Select Offender Transport to Court |
| SOURCE | Click on External and Select Court or applicable agency |
| DATE FROM | Enter the date alert created, date you are entering data |
| REVIEW DATE | Enter the date the offender is to appear in court |
| REMARKS | Enter date & time, hit enter key & enter location on the next line. Additional information can be entered, but date/time/location must be entered first, so that the Remark column on the right will clearly reflect the date and time. |

380 The court date is to be entered in **both** the "Review Date" box and the "Remark" Box. Be
381 certain to enter the date/time/location as specified above.

382
383 Transportation staff at each state, private and regional correctional facility will contact the
384 responsible Records Department at their location, no later than thirty (30) minutes to the close
385 of business, to verify next day transports have been scheduled. The Records staff at each
386 facility will ensure that a designated Records staff is in the office until 1700 hours.

387
388 Transportation staff will be responsible for arriving at court at least thirty (30) minutes prior to the
389 designated time of court.

390
391 Facility Transportation staff will be responsible for removing the alert once the transport is
392 completed.

393
394 All state, private, and regional prisons will be **required** to have a primary back-up vehicle and
395 qualified, on-duty staff designated to immediately initiate un-anticipated transport of offenders
396 should the need arise. If the primary backup is mobilized, the facility is required immediately to
397 designate another backup vehicle with designated qualified, on-duty staff to provide the
398 transport. The activation of the backup vehicle and designated qualified staff requires
399 designation of another vehicle and qualified on-duty staff for transport of offenders.

400
401 MDOC Correctional Officer's Official Dress will be worn for all court appearances. (Reference
402 Policy 03-28-01, Staff Grooming & Dress Standards)

403 Emergency Transportation

404
405
406 Anytime an offender is transported out-of-state for medical reasons, the MDOC Chief Medical
407 Officer is to be consulted prior to the offender being transported.

| | | |
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If it is determined an offender needs to be transported out-of-state for medical emergencies, the Chief Medical Officer will contact the appropriate Deputy Commissioner and it will be determined whether the transport is to be done by MDOC vehicle, authorized emergency vehicle or air transportation, and to what facility or hospital the inmate is to be sent.

The appropriate Deputy Commissioner will notify the Commissioner of Corrections of transports of this matter.

If an offender is required to travel by air transportation, the officer may not be allowed to accompany the offender.

Arrangements will be made for security staff to be present upon the offender arriving at the medical facility.

MDOC, Private Correctional Company or Regional Correctional Facility escort vehicle will be used at the discretion of the Facility's Controlling Authority.

Authorized emergency vehicles may be used to transport offenders off MDOC grounds for medical reasons.

Emergency medical ground (ambulance) transports of offenders to off site emergency rooms require two (2) MDOC officers, one of which must be armed. The armed officer will serve as a security escort. The unarmed officer will enter the ground transport (ambulance) to provide direct security supervision.

Off-Site Security of Offenders Admitted to Hospitals

- Minimum Custody Offenders – require an unarmed MDOC security officer and/or an unarmed contractual security officer.
- Medium Custody Offenders – require an unarmed MDOC security officer and/or an unarmed contractual security officer.
- Close Custody Offenders – require an armed MDOC officer and one unarmed contractual security officer. The armed officer will not have direct contact with the offender.
- Death Row – the Superintendent or designee will determine the appropriate security. However, in all cases K-9 and ERT officers will be required to assist with security.
- High Risk and High Risk STG Offenders – require two MDOC officers, of which one will be armed. The armed officer will not have direct contact with the offender. The Superintendent or designee may require K-9 and ERT to assist with security.

Removal of Restraint Gear for Medical Procedures

Restraint gear may be removed in accordance with MDOC Policy 16-15, Use of Restraints, and applicable standard operating procedures.

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Non-Emergency Transportation

Adult Correctional Institutions: Nonemergency offender transfers require the following:

- Health record confidentiality is to be maintained.
- Summaries, originals, or copies of the health record accompany the offender to the receiving facility. Health conditions, treatments, and allergies should be included in the record.
- Determination of suitability for travel based on medical evaluation is made, with particular attention given to communicable disease clearance.
- Written instructions regarding medication or health interventions required en route should be provided to transporting officers separate from the medical record.
- Specific precautions (including standard) are to be taken by transportation officers (for example, masks or gloves).

A medical summary sheet is required for all inter- and intrasystem transfers to maintain the provision of continuity of care. Information included does not require a release of information form [4-4414].

Permanent Transfer of Offenders

When permanent transfer assignments are made within or from the institution, the Transportation Officer will make every effort to ensure that offenders' working files, medical files, medications and personal property are transported from the releasing unit/facility to the receiving unit/facility.

Offender Transport – County Jails

All offenders transported from any county jail will be strip searched and provided a yellow jumpsuit by the Transportation Office prior to departure and strip searched upon arrival at the institution by designated unit staff.

When an offender is transferred for permanent assignment from a county jail, the Transportation Director or designee will notify the County Sheriff's Office of allowable offender property that can be transported with the offender.

All other personal property will be considered contraband and will not be transported.

Intra- And Inter-Facility Work Transport

The Institutional Superintendent/Warden or designee will authorize offender transport for work details both within and outside facility grounds.

The offender's custody level will determine how offenders will be transported and supervised on or outside facility grounds for work details.

Prior to transporting, offenders will be frisk-searched at a minimum.

All work supervisors will have communications or telecommunications equipment.

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Intra-Facility Work Details

Minimum Custody Offenders

Less than twelve (12) offenders may be transported by one (1) security or non-security employee.

Mass movement of offenders will be supervised, controlled or coordinated by the Warden or designee, Unit Administrator and/or Work Supervisor.

Medium Offenders

Medium Custody offenders outside the perimeter must have direct/constant supervision.

Less than twelve (12) offenders transported in an approved vehicle will require one (1) unarmed officer and one (1) armed officer.

Mass movement of offenders will require one (1) or more unarmed officers with one (1) or more armed officers.

Close Custody Offenders

Any number of offenders working inside the unit perimeter must have direct and constant supervision.

Inter-Facility Work Details

Minimum Custody Offenders

Less than twelve (12) offenders require one (1) unarmed officer or MDOC approved work supervisor in the transporting vehicle.

Mass movement of offenders will require one (1) or more unarmed officers.

Medium Custody Offenders

Less than twelve (12) offenders will require one (1) unarmed officer and one (1) armed officer.

Mass movement of offenders will require two (2) or more unarmed officers with one (1) or more armed officers in an escort vehicle.

Regimented Inmate Discipline (RID)

Less than twelve (12) offenders may be transported by two (2) unarmed officers.

Mass transport of offenders will be supervised, controlled or coordinated by the facility Warden or designee or Work Supervisor.

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Vehicle Breakdown and/or Emergency Procedures

Vehicle Malfunction

- The driver will attempt to position vehicle out the main flow of traffic.
- Immediately contact the institution and/or local law enforcement via radio or phone.
- The armed officer will exit the vehicle and position himself at a safe distance from the vehicle to provide maximum visibility of the vehicle and the surroundings.
- The unarmed officer will remain with the offenders.
- Offenders will not be removed from vehicle until assistance arrives except in emergency situations requiring immediate evacuation.
- If the vehicle cannot be repaired at the location, offenders will be transported to the nearest MDOC facility or county jail.
- Contact the Facility Unit Shift Supervisor immediately with all necessary information.

Emergency

Officers will adhere to the following in the event of an emergency:

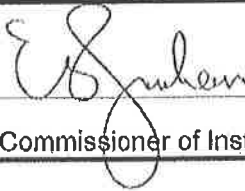
- Immediately contact the Mississippi Highway Patrol, County Sheriff's Department or the local law enforcement agency via radio or phone.
- State the nature of the emergency, present location and number of staff and offenders aboard.
- If it is not necessary to evacuate offenders, officers will wait until assistance has arrived and proper security is provided prior to unloading the vehicle.
- If the vehicle requires immediate evacuation, officers will obtain all weapons, exit the vehicle and position themselves at a safe distance that will provide maximum visibility of the vehicle and the surrounding area.
- Offenders will be evacuated from the vehicle and placed in a sitting position on the ground allowing the armed officer full view of the offenders.
- All restraints will be left on all offenders.
- Restraints will only be removed if medical personnel make that determination.
- Extreme caution and care will be exercised in evacuating offenders that appear to be seriously injured to ensure no further injuries are inflicted.

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597 DOCUMENTS REQUIRED:

598

599 As required through this procedure and through the chain of command.

| ENFORCEMENT AUTHORITY | |
|--|---|
| Reviewed and Approved for Issuance |  |
| | Deputy Commissioner of Institutions |
| | 6/18/10 Date |

MISSISSIPPI DEPARTMENT OF CORRECTIONS

TRANSFER OR RELEASE OF OFFENDER

Date _____

Offender No. _____ Offender Name _____

Race _____ Sex _____ Special Escort Required _____

High Risk _____ Surveillance _____ Mgt. Level _____

Facility Transferring From _____

Unit _____ Bldg. _____ Zone _____ Bed _____

Facility Transferring To _____

Unit _____ Bldg. _____ Zone _____ Bed _____

Purpose of Transfer or Release _____

Custody Status (check one)

| | | | | | | |
|----------------------------|---|---|--------------------------|-----|--------------------------|------------------------------------|
| Custody Status (check one) | | | | | | |
| Minimum | Minimum Custody | Restraints Required (check one) | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO Refer to applicable MDOC policy |
| Medium | Medium Custody | Requires STAFF SUPERVISION and FULL RESTRAINTS when being transferred/transported off facility property | | | | |
| Close | Requires CLOSE SUPERVISION where the offender MUST be under positive security control at ALL TIMES and in FULL RESTRAINTS when being transferred/transported. | | | | | |
| Death Row Adm. Seg. | Requires CLOSE SUPERVISION where the offender MUST be under positive security control at ALL TIMES and in FULL RESTRAINTS when being transferred/transported. | | | | | |

Full Restraints - Waist chain with handcuffs and leg irons (supplemental restraints such as a black box or restraint gear tubes attached to the full restraint may be used as additional restraint protection). Used when the offender is transferred or transported.

Above Action Approved By _____ Transporting Staff _____

Estimated Time of Departure _____ Estimated Time of Arrival _____

Property _____ Medication _____

Authorized By _____

Signature

Print Name and Title

.....

RECEIPT OF OFFENDER (BODY RECEIPT)

Processed at Identification Office Yes ☐ No ☐ By _____

Agency Released To _____

Agency Representative _____

Signature

Print Name and Title

Agency Received From _____

Agency Representative _____

Signature

Print Name and Title

I, THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF OFFENDER

Offender Name

MDOC #

Receiving Officer's Signature _____

Date _____ Time _____

Distribution: Records Office -- Receiving/Releasing Officer -- Central Security -- Institutional Gate -- ID Office

16-06-02-F1

Revised: 01/01/09

MISSISSIPPI DEPARTMENT OF CORRECTIONS

HEALTH INFORMATION TRANSFER FORM

Date: _____ Time: _____

Inmate Name: _____ MDOC #: _____

Transferring To: MSP CMCF SMCI EMCF CWC _____

Other: _____

Transferring From: MSP CMCF SMCI EMCF CWC _____

Other: _____

Present Medical Status: _____ Stable _____ Guarded _____ Serious

Mental Behavior Status: _____ Cooperative _____ Combative _____ Suicidal


Allergies: _____

Health Problems/Limitation: _____

Current Medications/Treatments/Pending Appts.: _____

Special Instructions for Transportation: _____

Signature of Person Completing Form

| | | |
|---|--|-------------------------------------|
|  | MISSISSIPPI DEPARTMENT OF CORRECTIONS | POLICY NUMBER 01-03 |
| | | AGENCY WIDE |
| | POST ORDERS | INITIAL DATE 03-01-1988 |
| ACA STANDARDS: 4-4178, 4-4179 | | EFFECTIVE DATE 01-01-2008 |
| STATUTES: | NON-RESTRICTED | PAGE 1 of 2 |

POLICY:

It is the policy of the Mississippi Department of Corrections (MDOC) to require each division to develop and utilize post orders as guidelines for staff in the performance of their duties.

DEFINITIONS:

Effective Date – The date post was created or came into existence.

Revision Date – The date revisions or changes occurred to the post order.

Review Date – The date of the post order's annual review.

Post Orders – A detailed listing of tasks and functions of a given post. This would include a general overview and specific task assignments. Included are post orders for supervisory personnel outlining their areas of responsibility and specific assignments.

Issuing Authority – Superintendent/Warden/Community Corrections Director or designees

PRECEPTS:

Adult Correctional Institutions: There are written orders for every correctional officer post. These orders are reviewed annually and updated if necessary [4-4178].

Adult Correctional Institutions: Written policy, procedure, and practice provide for personnel to read the appropriate post order each time they assume a new post and to sign and date the post order [4-4179].

The respective Superintendents/Wardens/Community Corrections Directors or designees will develop a set of general orders that apply to all designated security staff and non-security staff. Included in such orders will be those tasks considered important to enhance the overall security of the facility.

All Superintendents/Wardens/Community Corrections Directors or designees will develop post orders for all designated post/job assignments that are routinely established as part of the facilities security organizations.

Special post orders will be established for non-routine job assignments and where additional special direction may be required.

| | | |
|----------------------------|----------------|------------------------|
| TITLE: POST ORDERS | | POLICY NUMBER 01-03 |
| EFFECTIVE DATE: 01-01-2008 | NON-RESTRICTED | PAGE 2 of 2 |

40 Superintendents/Wardens/Community Corrections Directors or designees will annually review
41 and update post orders, general post orders, and special post orders.

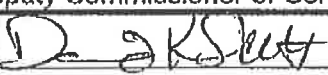
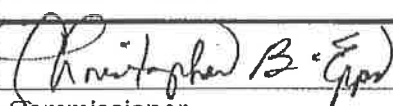
42
43 Upon revision of any post order, all personnel assigned to that post must certify in writing they
44 read and understand the new post order.


45
46 At a minimum, all post orders will include, but not be limited to, the following information:

- 47
48 • Name of the institution
49 • Unit or facility
50 • Post assignment
51 • All related SOP numbers
52 • Effective, Review, and Revision Date of the post order
53 • Procedures to be followed
54 • Signature of the issuing authority

55
56 **DOCUMENTS REQUIRED:**

57
58 As required by this policy and through the chain of command.

| ENFORCEMENT AUTHORITY | |
|--|---|
| All standard operating procedures (SOPs) and/or other directive documents related to the implementation and enforcement of this policy will bear the signature of and be issued under the authority of the Deputy Commissioner of Institutions and the Deputy Commissioner of Community Corrections. | |
| Reviewed and Approved for Issuance |  01-01-08 General Counsel Date |
| |  01-01-08 Commissioner Date |

| | | | |
|---|--|-------------------------------------|-------------------------------|
|  | MISSISSIPPI DEPARTMENT OF CORRECTIONS | | SOP NUMBER 01-03-01 |
| | | | AGENCY WIDE |
| POST ORDERS | | INITIAL DATE 07-01-2002 | |
| ACA STANDARDS: 4-4178, 4-4179 | | EFFECTIVE DATE 01-01-2008 | |
| STATUTES: | NON-RESTRICTED | PAGE 1 of 3 | |

APPLICABILITY:

This procedure applies to all employees of the Mississippi Department of Corrections involved in the development and maintenance of post orders.

POLICY STATEMENT:

It is the policy of the Mississippi Department of Corrections (MDOC) to require each division to develop and utilize post orders as guidelines for staff in the performance of their duties.

DEFINITIONS:

Effective Date – The date post was created or came into existence.

Revision Date – The date revisions or changes occurred to the post order.

Review Date – The date of the post order's annual review.

Post Orders – A detailed listing of tasks and functions of a given post. This would include a general overview and specific task assignments. Included are post orders for supervisory personnel outlining their areas of responsibility and specific assignments.

Issuing Authority – Superintendent/Warden/Community Corrections Director or designee.

PROCEDURES:

Adult Correctional Institutions: There are written orders for every correctional officer post. These orders are reviewed annually and updated if necessary [4-4178].

Post orders will be maintained on each post.

All post orders will reference related standard operating procedures.

Adult Correctional Institutions: Written policy, procedure, and practice provide for personnel to read the appropriate post order each time they assume a new post and to sign and date the post order [4-4179].

All Superintendents/Wardens/Community Corrections Directors or designees will require that any officer assigned to a new security post/job assignment read the post and/or special orders for that post before assuming the post and to date and sign the Post Order Acknowledgement form that he read and understands such orders.

| | | |
|-----------------------------------|-----------------------|--------------------------------------|
| TITLE: POST ORDERS | | SOP NUMBER 01-03-01 |
| EFFECTIVE DATE: 01-01-2008 | NON-RESTRICTED | PAGE 2 of 3 |

The signed acknowledgements will be kept in a location designated by the Superintendents/Wardens/Community Corrections Directors.

A Post Order Acknowledgement form will be maintained with each post order.

Designated security and non-security posts within each facility will have current post orders detailing specific tasks to be performed at that post including general guidelines appropriate to overall security operations.

When assuming a regularly assigned post, staff members will read, sign and date the Post Order Acknowledgement form a minimum of every two weeks certifying that he has read and understands the post orders.

Post orders will be constructed, according to the attached instructions, to detail the following:

- General instructions
- Post assumption and log-in procedures
- Area of responsibility
- Control of entrance and exit points
- Procedures governing movement of offenders
- Alarm procedures
- Escort procedures
- Count procedures
- Key control procedures
- Tool control procedures
- Communication procedures
- Reporting difficulties
- Firearms, chemical agents, or other emergency equipment
- Emergency procedures specific to post
- Housekeeping/sanitation procedures
- Safety procedures
- Temporary absences
- Special post orders

Post orders will be maintained in a manual that may include other standard operating procedures or directives of the issuing authority.

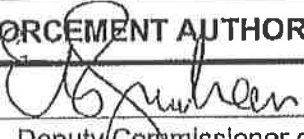
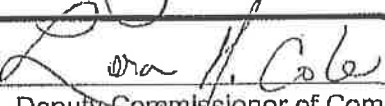
Superintendents/Wardens/Community Corrections Directors or designees will annually review and update post orders, general post orders, and special post orders.

The issuing authority will establish a schedule to ensure the annual review of each post order is completed in a timely fashion.

When no revision in the post order is required, the review will consist of a signature by the issuing authority and date of the annual review.

| | | |
|-----------------------------------|-----------------------|--------------------------------------|
| TITLE: POST ORDERS | | SOP NUMBER 01-03-01 |
| EFFECTIVE DATE: 01-01-2008 | NON-RESTRICTED | PAGE 3 of 3 |

87 When revision is required, the post order will be revised, approved by the issuing authority and
88 the revision date indicated on the revised order.
89
90 It will be the responsibility of the incumbent Post Officer to notify his immediate supervisor by
91 means of an Incident Report of any discrepancy discovered in the post order manual
92 immediately.
93
94 Failure to make proper notification may result in the incumbent being charged with a Group III
95 Offense; "Willful or negligent defacement of ... property of the State."
96
97 Staff will be responsible for ensuring offenders are not allowed access to or copies of post
98 orders.
99
100 **DOCUMENTS REQUIRED:**
101
102 As required by this procedure and through the chain of command.

| | | |
|---|--|---------|
| ENFORCEMENT AUTHORITY | | |
| Reviewed and Approved for Issuance |  | 11/1/08 |
| | Deputy Commissioner of Institutions | Date |
| |  | 1-1-08 |
| | Deputy Commissioner of Community Corrections | Date |

POST ORDER ACKNOWLEDGEMENT FORM

Facility_____

Unit/Department _____

Location _____

Post Order Title _____

Post Order Number _____

THIS IS TO CERTIFY THAT I HAVE READ AND UNDERSTAND THE POST ORDER

[illegible]

Return the completed sheet to the Area Warden or designee