

REQUESTS FOR PROPOSALS

RFP Number: 17-021

RFx Number: 3120001150

To Provide: Maintenance Services

Issue Date: June 8, 2017

CLOSING LOCATION

Mississippi Department of Corrections

633 North State Street

Jackson, Mississippi 39202

CONTACT PERSON:

Rick McCarty, Deputy Commissioner, Administration & Finance

Office: 601-359-5682

Fax: 601-359-5293

E-Mail: rmccarty@mdoc.state.ms.us

CLOSING DATE AND TIME

Proposals must be received by 10:00 a.m. CST, Tuesday, July 11, 2017

**REQUEST FOR PROPOSAL 17-021
FOR
MAINTENANCE SERVICE PROVIDER FOR MDOC FACILITIES**

Proposal Acceptance Period

The Mississippi Department of Corrections, hereinafter referred to as MDOC, is soliciting sealed written proposals for a facility maintenance services provider for the following MDOC Facilities: Mississippi State Penitentiary (MSP), Central Mississippi Correctional Mississippi (CMCF), South Mississippi Correctional Institution (SMCI) and 15 Residential Facilities.

To obtain a copy of RFP 17-021, submit a written request to:

Rick McCarty
Deputy Commissioner of Administration and Finance
Mississippi Department of Corrections
633 North State Street
Jackson, Mississippi 39202

Complete proposals, including a signed original, three (3) copies and one electronic copy (CD) must be submitted no later than **Tuesday, July 11, 2017 at 10:00 a.m. CST** to the attention of Deputy Commissioner of Administration and Finance, Rick McCarty at 633 North Street, Jackson, Mississippi 39202. The proposals should be submitted in sealed envelopes or packages and labeled with RFP Number 17-021 and the opening date and time of July 11, 2017 at 10:00 a.m. CST. The proposals shall be mailed or hand delivered.

Timely submission is the responsibility of the respondent. Any proposals received after the specified date and time set for receipt of proposals is late. No late proposal, late modification or late withdrawal will be considered unless receipt would have been timely but for the action or inaction of the agency personnel directly involved with the procurement activity. Offerors submitting late proposals shall not be considered for award and shall be notified as soon as possible.

Completed written proposals must contain the following information: the name of the Offeror; the location of the Offeror's principal place of business and, if different, the place of performance of the proposed contract; the age of the Offeror's business and average number of employees over a 3 year period; the abilities, qualifications, and experience of all persons who would be assigned to provide the required management of services; a plan giving as much detail as is practical explaining how the services will be performed; and a listing of other contracts under which services similar in scope, size, or discipline to the required service were performed or undertaken within the past 3 year period. Each page of the proposal and all attachments shall be identified with the name of the respondent.

All prospective vendors are required to tour the institutional facilities and attend a vendor's conference after the site visits. The site visits and the vendor conference will be held the week of June 19-22, 2017. Comments made during these tours will have no validity unless substantiated in writing by MDOC following the tours

The MDOC Vendor Release of Information form (Attachment A) must be completed in its entirety for each person and returned by 10 a.m. CST on Friday, June 16, 2017.

Attendance is required for all days of the site visits and the subsequent vendor conference. An attendance roster must be signed by a representative of all attendees. Only vendors who arrived on time and attended all days of the mandatory tours and vendor pre-conference conference, will be accepted.

Timeline

DAY	DATE	TIME	PROCUREMENT TASKS
Thursday	June 8, 2017		Advertise in Clarion Ledger and in MAGIC
Thursday	June 15, 2017		Advertise in Clarion Ledger and in MAGIC
Friday	June 16, 2017	10:00 a.m. CST	Deadline for Authorization Forms for all Tours
Monday	June 19, 2017	10:00 a.m. CST – 4:00 a.m. CST	Mississippi State Penitentiary Highway 49 West, Parchman, MS 38738 (662) 745-6611, Ext. 2305
Tuesday	June 20, 2017	9:00 a.m. CST – 12:00 p.m. CST	Mississippi State Penitentiary
Tuesday	June 20, 2017	2:00 p.m. CST – 3:00 p.m. CST	Leflore Residential Facility 3400 Baldwin County Rd., Greenwood, MS 38930 (662) 453-9720
Wednesday	June 21, 2017	10:00 a.m. CST – 4:00 p.m. CST	South Mississippi Correctional Institution 22689 Highway 63 North, Leakesville, MS 39451 (601) 394-5600, Ext. 1200
Thursday	June 22, 2017	9:00 a.m. CST – 12:00 p.m. CST	Central Mississippi Correctional Facility 3794 Highway 468, Pearl, MS 39451 (601) 932-2880, Ext. 6201
Thursday	June 22, 2017	1:30 p.m. CST – 3:30 p.m. CST	Vendor Conference
Tuesday	June 27, 2017	5:00 p.m. CST	Deadline for Vendor Questions
Friday	June 30, 2017	5:00 p.m. CST	Answers to Vendor Questions
Tuesday	July 11, 2017	10:00 a.m. CST	Deadline for Proposals
Wednesday- Thursday	July 12, 2017 – July 27, 2017		Evaluation
	TBD		Oral Presentation by Invitation
	TBD		Best and Final Offer
Tuesday	August 1, 2017		Notice of Contract Award

Monday – Wednesday	August 20, 2017 – August 22, 2017		Deadline to Personal Service Contract Review Board
Wednesday	September 19, 2017		Personal Service Contract Review Board Meeting
Monday	October 1, 2017		Contract Start

The Mississippi Department of Corrections reserves the right to accept or reject, in whole or in part, all proposals submitted and/or cancel this announcement. Award shall be made to the responsive and responsible offeror whose proposal is determined in writing to be the most advantageous to the State taking in consideration price and the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. Award may be made on the basis of initial offer without negotiation. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions. Discussion shall be for the purpose of clarification to assure full understanding of, and responsiveness to, the RFP requirements. All offerors will be accorded fair and equal treatment with respect to any opportunity for discussion. Any contract is subject to the availability of funds (See Availability of Funds, Page 8).

Deadline for RFP/Site Visit Questions

It shall be the responsibility of the Vendor to thoroughly familiarize themselves with the provisions within the RFP. Questions about the contract portions of the procurement document must be submitted in writing to Deputy Commissioner of Finance and Administration Rick McCarty at 633 North State Street, Jackson, MS, 39202 or rmccarty@mdoc.state.ms.us no later than June 27, 2017, 5:00 p.m. CST. Questions concerning the technical portions of the procurement document should be directed to Deputy Commissioner of Finance and Administration Rick McCarty at 633 North State Street, Jackson, MS, 39202 or rmccarty@mdoc.state.ms.us no later than June 27, 2017, 5:00 p.m. CST.

A summary of all questions received by the deadline along with the MDOC responses shall be supplied to all prospective vendors known to have received the RFP and who attended the mandatory tours and conferences by June 30, 2017, 5:00 p.m. CST.

Respondents are cautioned that any statements made by contact persons that cause a material change to any portion of the procurement document shall not be relied upon unless subsequently ratified by a formal written amendment to the procurement document.

Purpose

The Department is seeking proposals from qualified companies to provide maintenance management services for MDOC Facilities (See Attachment B1 & B2, MDOC Inventory of Buildings Report & Listing of Residential Facilities). The procurement and resulting contract is strictly facility maintenance management systems. Any resulting renovation, construction, major repair, replacement of any system, equipment, or major component, or purchase of any system,

equipment or component must be procured separately by MDOC in accordance with the applicable purview entity and their rules and regulations.

It is understood that any contract resulting from RFP 17-021 requires approval by the Personal Service Contract Review Board. If any contract resulting from RFP 17-021 is not approved by the Personal Service Contract Review Board, it is void and no payment will be made.

Terms of Contract

Upon acceptance of a proposal by the MDOC, and receipt of a signed contract, the successful Vendor shall be obligated to deliver the stated services in accordance with these specifications listed in the RFP. **The contract shall be a firm fixed-price contract beginning on the 1st day of October 2017, and shall end September 30, 2020 with two (2) twelve (12) month renewals.**

Price Changes during Award or Renewal Period

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the proposal and contract. However, MDOC will always take advantage of price decreases.

Contact Person for Vendor's Organization

On the proposal cover sheet (See Attachment C), the Vendor must provide the Department with the name, title, and telephone number of the person, who will be responsible for answering any questions regarding proposals.

Provider Qualification:

The Maintenance Provider shall have multiple site correctional maintenance experience and been in business for a minimum of 5 years.

The Maintenance Provider must possess a thorough knowledge of maintenance and operational policies and procedures for correctional facilities.

The Maintenance Provider shall demonstrate experience with maintenance of facilities undergoing facility modifications and/or operational changes. Experience with providing, in-house or through the use of consultants, asset condition evaluation, capital project projection prioritization, and project oversight of major repairs performed by others is required.

The Maintenance Provider must have extensive experience in planning, designing and maintaining correctional facilities in order to support facility modifications and/or operational changes. These changes must adhere to the Bureau of Building guidelines regarding applicable renovation and construction and Department of Finance and Administration guidelines regarding either the replacement of any system, equipment or major component, and the applicable

procurement guidelines.

The Maintenance Provider must have managed comprehensive maintenance services including project management of equipment/systems replacement or upgrades by staff or specialty contractor for a Correctional system having a minimum of three (3) County, State or Federal operated correctional facilities. The Maintenance Provider must have dedicated project management/engineering personnel with extensive experience in providing specifications, bid documents, and technical oversight for site specific facility maintenance related projects.

The Maintenance Provider must have used a computerized maintenance management system (CMMS) to create and manage work orders, plan and track equipment and repairs, establish preventive maintenance schedules, and perform, evaluate and report maintenance tasks under the contract. The Maintenance Provider must be able to interface with the existing CMMS to export historical maintenance records and information into their selected CMMS. See page 18, Maintenance Plan Review and Implementation for additional information.

The Maintenance Provider must hire and maintain qualified and licensed/certified technicians in all trades and be capable of performing preventative maintenance and repairs on electronic security and locking control systems and equipment. The Maintenance Provider must have an ongoing working relationship with major security suppliers and manufacturers.

The Maintenance Provider shall assist MDOC in preparing the annual 5-Year Capital Improvement Plan required by Bureau of Building, Grounds and Real Property Management.

The Following Response Format Shall Be Used for All Submitted Proposals:

- 1) **Management Summary:** Provide a cover letter indicating the underlying philosophy of the firm in providing the service.
- 2) **Proposal:** Describe in detail how the service will be provided. Include a description of major tasks and subtasks.
- 3) **Corporate experience and capacity:** Describe the experience of the firm in providing the service, give number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.
- 4) **Personnel:** Attach résumés of all those who will be involved in the delivery of service (from principals to field technicians) that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operation of the contract.
- 5) **References:** Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person.
- 6) **Acceptance of conditions:** Indicate any exceptions to the general terms and conditions of the proposal document and to insurance, bonding, and any other requirements listed.

- 7) **Additional data:** Provide any additional information that will aid in evaluation of the response.
- 8) **Cost data:** Estimate the annual cost of the service. Cost data submitted at this stage is not binding and is subject to negotiation if your firm is chosen as a finalist. Include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample staffing chart). Identify all non-labor costs and their estimated totals.

Plan of Operation

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

Oral Presentation

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

Expenses Incurred in Preparing Offers

MDOC accepts no responsibility for any expense incurred by the respondent in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the respondent.

Proprietary Information and Trade Secrets

The offeror/proposer should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §25-61-9 and §79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

Each page of the proposal that the offeror considers trade secrets or confidential commercial or financial information **should be on a different color paper** than non-confidential pages and be marked in the upper right hand corner with the word "CONFIDENTIAL". Failure to clearly identify trade secrets or confidential commercial or financial information will result in that information being released subject to a public records request.

Debarment

By submitting a proposal, the offeror certifies that it is not currently debarred from submitting proposals 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 proposals for contracts issued by any political subdivision or agency of the State of Mississippi.

Competitive Proposals

Discussions may be conducted with respondents who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, MDOC also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of proposed terms, services, or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

Availability of Funds

It is expressly understood and agreed that the obligation of the MDOC to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at 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 MDOC, the MDOC shall have the right upon ten (10) working days written notice to the contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDOC of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Price Adjustment

- (1) *Price Adjustment Methods.* Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
 - (a) by agreement on a fixed price adjustment before commencement of the additional performance;
 - (b) by unit prices specified in the contract;
 - (c) by the cost attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or
- (2) *Submission of Cost or Pricing Data.* Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *Mississippi Service Contract Review Board Rules and Regulations*.

Rejection of Proposals

Proposals which do not conform to the requirements set forth in this RFP may be rejected by MDOC. Proposals may be rejected for reasons which include, but are not limited to, the following:

- 1) The proposal contains unauthorized amendments to the requirements of the RFP;
- 2) The proposal is conditional;

- 3) The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;
- 4) The proposal is received late;
- 5) The proposal is not signed by an authorized representative of the offeror;
- 6) The proposal contains false or misleading statements or references; and,
- 7) The proposal does not offer to provide all services required by the RFP

The Department reserves the right to reject any proposal that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other proposals, if such action would be in the best interest of the Department.

Evaluation and Award

Step One: Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration. Respondent must submit a proposal which conforms in all material respects to RFP 17-021 as determined by MDOC. Respondent 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

Step Two: Proposals that satisfactorily complete Step One will be reviewed and analyzed to determine if the proposal adequately meets the needs of MDOC. Factors to be considered are as follows:

- Service cost **(50%)**
- Personnel, equipment, and facilities to perform the services currently available or demonstrated to made available at the time of contracting **(10%)**
- Plan for performing the required services **(10%)**
- Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualification and abilities of personnel proposed to be assigned to perform the services **(10%)**
- Record of past performance of similar work (references). **(10%)**

Step Three: The MDOC Commissioner or designee will contact the respondent with the proposal which best meets MDOC's needs (based on factors evaluated in Step Two) and attempt to negotiate an agreement that is deemed acceptable to both parties.

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

Terminology and Definitions

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

ACA means the American Correctional Association.

ACA Standards means the ACA Standards for the Adult Correctional Institutions (3rd Edition) (as same may be modified, amended, or supplemented in the future) published by ACA.

Act means Section 47-5-941 and Sections 47-5-1211 through 47-5-1227, Mississippi Code of 1972, as amended.

After hours defined as occurring outside the normal operating business hours of the Department. After Hours are 8:00 p.m. to 8:00 a.m., Monday through Friday._

CWC/Restitution Center means Community Work Center.

Department means the Mississippi Department of Corrections (MDOC).

Emergency Services means repairs/requests of such urgent or important nature that delaying the request may cause undue harm to individuals or building systems or seriously impact business operations.

Force Majeure means the failure to perform and of the terms and conditions of this Agreement resulting from acts of God, storm, fire, casualty, war or national emergency.

Inmate includes any male person committed in accordance with the applicable laws of the State and assigned to the Facility for incarceration therein pursuant to this Agreement.

Inmate Information System means that software developed by the Facility Operator for use at the Facility.

Proposer means the qualified Maintenance Provider.

Regular/Normal Working Hours defined as 8:00 a.m. to 8:00 p.m., Monday through Friday.

Routine Services means any services with a cost of less than \$5,000 and is performed during regular/normal working hours.

State means the State of Mississippi and/or the Mississippi Department of Corrections, as applicable.

SCOPE OF SERVICE

Plan of Action

Facilities: Mississippi State Penitentiary
Central Mississippi Correctional Facility
South Mississippi Correctional Institution
See Attachment B1 & B2: MDOC Inventory of Buildings Report and Listing of Community Work Centers and Restitutions Centers

The Maintenance Provider shall review and make recommendations to the existing maintenance plan and address the intricacies of performing maintenance in a correctional environment.

The plan of action will address:

- Providing technical direction during design to ensure the maintainability of systems and equipment.
- Providing technical direction during design in the selection of equipment and systems taking into consideration staff skill levels and technical capabilities, vendor/subcontractor support, repair history, life cycle cost.
- Providing a comprehensive maintenance management plan that results in optimum performance for the facility equipment, systems, and buildings.
- Providing right-sized specialized staff to provide maintenance services.
- Providing a computerized maintenance management systems (CMMS) to monitor and balance staff utilization by trade; establish and monitor a preventative maintenance plan; track all labor, materials, and cost associated with all work orders, generated reports for maintenance management, and oversight. The offeror has the option to either use a CMMS of their choosing or use the current CMMS of the current vendor.
- Providing a facility maintenance operational plan to ensure consistent policies and procedures for tool and key control, handling of hazardous materials, emergency response, utilization of inmate labor, subcontractor utilization, and reporting to MDOC management.

I. Phased Approach

The Maintenance Provider shall assist in organizing the maintenance activities into the following phases:

A. Phase I

1. Review, Comment and Transition
 - a) Staffing
 - (1) Electrical Systems, including Security Electronics

- (2) Plumbing
- (3) Heating Ventilation and Air Conditioning
- (4) Specialty Equipment (Kitchen, Laundry, Etc.)
- (5) Central Plant Operation and Maintenance
- b) Vendors selected or MDOC selected based on the amount and in accordance to the applicable competitive procurement guidelines for these services
- c) Certification and Inspection Requirements
- d) **Convert existing records into the CMMS selected for this contract within 30 days of being awarded contract**
- e) Review and Comment on existing Policy and Procedures Manual
- f) Review and Comment on existing Critical Spare Parts and Store Control
- g) Review and Comment on existing Energy Management Plan
- h) Review and Comment on existing Operation and Maintenance Manuals
- i) Maintain ongoing Training Programs
- j) Warranty Review and Validation

B. Phase II

- 1. Ongoing Maintenance Operations
 - a) Emergency Response
 - b) Preventive Maintenance (to include routine interior painting of high abuse items/areas and pest control)
 - c) Trouble Call and Repairs
 - d) Materials and Spare Parts Inventory
 - e) Reporting
 - f) Emergency Management Plan
 - g) 24-Hour Service
 - h) Quality Management

II. Scope of Maintenance Services

A. General Requirements

- 1. Provide maintenance services to the facilities economically while maintaining a safe, secure, and sanitary environment for residents and staff.

2. Provide maintenance services in accordance with federal and state laws, all American Correctional Association standards, applicable Mississippi Department of Corrections Standard Operating Procedures, and the terms of the Contract.
3. Work closely with MDOC Purchasing Division to procure necessary goods and services above the \$5,000 threshold.
4. Maintenance of provider's selected Computerized Maintenance Management System (CMMS) for all facilities.
5. Respond to maintenance trouble calls and provide repairs as needed.
6. Respond to after-hours and emergency maintenance requests and repairs as needed.

B. System Requirements

The Maintenance Provider shall be required to provide engineering management and technical expertise to protect Department capital investments and to maintain interior and exterior equipment and spaces, including, but not limited to: participate in strategic planning and budgeting sessions; evaluate infrastructure needs; energy management; provide an inventory of all plant equipment and systems; assist Department staff and outside contractors and consultants hired by the Department or the Bureau of Building, Grounds and Real Property Management for facility improvements, additions, upgrades, building retrofits and studies; evaluate and monitor roof integrity and water proofing; monitor regulatory compliance; monitor underground storage tanks; monitor lightning protection needs and effectiveness; monitor insulation needs and effectiveness.

The Maintenance Provider shall operate, maintain, monitor, and adjust the day-to-day operations of all mechanical, electrical, and building systems for which responsibility has been delegated. The Maintenance Provider shall develop and implement an effective, consistent, and documented preventive maintenance program. The program will target system performance, life-cycle, cost, energy consumption, and safety. Required maintenance services for Department of Correction facilities include the following functions and pieces of major equipment which are only illustrative in nature, and will also include all ancillary devices and systems that are a part of the mechanical, electrical, building systems, and annual certifications, unless specifically excluded herein:

- Emergency Generator
- Heating Ventilation and Air Conditioning
- Fire Alarm
- Fire Sprinkler
- Electrical Systems
- Central Utility Plant Systems

- Wastewater Treatment Plants
- Security Systems
- Plumbing and Sewer
- Kitchen Equipment
- Laundry Equipment
- Natural Gas Distribution and Combustion Systems
- Building Envelope and Structure

Refer to Attachments F1, F2, & F3 for all equipment that requires regular maintenance.

1. Emergency Generator

- a) Maintenance Provider shall perform a weekly operation of all emergency generator equipment that will include, but not be limited to, running each emergency generator for one (1) hour, inspecting emergency generator sets, controls, batteries, charging systems, fuel storage systems, fuel levels, and pumping systems.
- b) Maintenance Provider is required to respond to emergency generator failures according to the response times listed in Attachment D.

2. Heating Ventilation and Air Conditioning (HVAC)

- a) Maintenance Provider shall review and modify the existing preventive maintenance schedule for all HVAC equipment as required by the manufacturer(s), equipment condition, equipment operating history, or as dictated by the Maintenance Provider's expertise.
- b) Maintenance Provider shall perform preventive maintenance on all HVAC equipment including but not limited to; direct exchange cooling units, heat pumps, air handling units, roof top units, exhaust fans, related distribution piping, pumps, valves, controls, thermostats, coils, refrigerant piping, compressed air systems, ductwork, grills, and insulation.
- c) Maintenance Provider shall change all filters as required by the equipment manufacturers but at a minimum on a quarterly basis.
- d) Maintenance Provider is required to respond to HVAC equipment failures according to the response times listed in Attachment D.

3. Fire Alarm

- a) Maintenance Provider shall review and modify the existing preventive maintenance schedule for all fire alarm equipment as required by the manufacturer(s), equipment condition, equipment operating history, or as dictated by the Maintenance Provider's expertise.

- b) Maintenance Provider will perform preventive maintenance on all fire alarm equipment including but not limited to; fire alarm panels, exit signs, fire suppression systems, and fire extinguishers. Maintenance Provider will also keep all annual certifications current.
- c) Maintenance Provider is required to respond to fire alarm emergencies including but not limited to; fire alarm system failures, fire alarm system hard alarms, and fire alarm system communication failures according to the response times listed in Attachment D.

4. Fire Sprinkler

- a) Maintenance Provider shall review and modify the existing preventive maintenance schedule for all fire sprinkler equipment as required by the manufacturer(s), equipment condition, equipment operating history, or as dictated by the Maintenance Provider's expertise.
- b) Maintenance Provider will perform preventive maintenance on all fire sprinkler equipment including but not limited to; smoke detectors, heat detectors, sprinkler heads, standpipes and hoses, fire pumps, chemical systems, and post indicator valves.
- c) Maintenance Provider is required to respond to fire sprinkler emergencies including but not limited to; fire sprinkler system failures and broken or vandalized sprinkler heads, according to the response times listed in Attachment D.

5. Electrical Systems

- a) Maintenance Provider shall review and modify the existing preventive maintenance schedule for all electrical systems equipment as required by the manufacturer(s), equipment condition, equipment operating history, or as dictated by the Maintenance Provider's expertise.
- b) Maintenance Provider will perform preventive maintenance on all electrical systems equipment including but not limited to; 12 kV high voltage distribution systems inclusive of transformers, switchgear, cables, and secondary conductors; all switchgear, main panel boards, subpanels, disconnects, motor starters, feeders, wiring, receptacles, switches, conduit, wire breakers, interior and exterior lighting, ballast, lighting control systems, and parking lot lights.
- c) Maintenance Provider is required to respond to electrical systems emergencies according to the response times listed in Attachment D.

6. Central Utility Plant Systems

- a) Maintenance Provider shall review and modify the existing preventive maintenance schedule for all central utility plant systems as required by the manufacturer(s), equipment condition, equipment operating history, or as dictated by the Maintenance Provider's expertise.
- b) Maintenance Provider will perform preventive maintenance on all central utility plant systems including but not limited to; packaged boilers piping systems and associated controls, centrifugal chillers, cooling towers, and associated controls, associated chilled water, condenser water, hot water, steam, and condensate, associated supply, return, and condensate pumps and controls, domestic hot water heat exchangers, chemical water treatment equipment, electrical, electronic, and pneumatic control systems, and compressed air systems.
- c) Maintenance Provider is required to respond to central utility plant systems emergencies according to the response times listed in Attachment D.

7. Wastewater Treatment Plant

- a) Maintenance Provider shall review and modify the existing Preventive maintenance schedule for all wastewater treatment plant systems as required by the manufacturer(s), equipment condition, equipment operating history, or as dictated by the Maintenance Provider's expertise.
- b) Maintenance Provider will perform all routine and minor corrective maintenance on pumps, motors, chemical treatment systems, spray field equipment, lagoon equipment, and batch plant equipment. Maintenance Provider will subcontract with a licensed and certified vendor in order to monitor and maintain compliance. Maintenance Provider will keep all annual certifications current.
- c) Maintenance Provider is required to respond to wastewater treatment systems emergencies according to the response times listed in Attachment D.

8. Security Systems

- a) Maintenance Provider shall review and modify the existing Preventive maintenance schedule for all security systems equipment as required by the manufacturer(s), equipment condition, equipment operating history, or as dictated by the Maintenance Provider's expertise.

- b) Maintenance Provider will perform preventive maintenance on all security systems equipment including but not limited to; interior and exterior locking control systems, gate operators, gate locks, CCTV equipment, cameras, monitors, control panels, intercom systems, cell locks, and Detex strips.
- c) Maintenance Provider will be required to check all detention cells on a daily basis including inspecting cell doors and locks, cell lights, plumbing chases, sprinkler heads, and Detex strips. Maintenance Provider will document results of daily cell inspection.
- d) Maintenance Provider is required to respond to security systems emergencies according to the response times listed in Attachment D. Excludes Escapes.

9. Lighting

- a) Maintenance Provider shall review and modify the existing preventive maintenance schedule for all lighting equipment as required by the manufacturer(s), equipment condition, equipment operating history, or as dictated by the Maintenance Provider's expertise.
- b) Maintenance Provider will perform preventive maintenance on all lighting equipment including but not limited to; interior lighting, exterior lighting, security lighting, ballast, lighting control systems, and lamp replacement.
- c) Maintenance Provider is required to respond to lighting related failures and emergencies according to the response times listed in Attachment D.

10. Plumbing and Sewer

- a) Maintenance Provider shall review and modify the existing Preventive maintenance schedule for all plumbing equipment as required by the manufacturer(s), equipment condition, equipment operating history, or as dictated by the Maintenance Provider's expertise.
- b) Maintenance Provider will perform preventive maintenance on all plumbing equipment including but not limited to; pipes, service pipes, drains, valves, fittings, gauges, sumps, sewer lines, backflow prevention devices, grease traps, muffin monsters, septic tanks, storage tanks, pumps, water heaters, sinks, showers, toilets, faucets, water purifiers, garbage disposals, washer lines, floor drains, and leak detection.
- c) Maintenance Provider is required to respond to plumbing related failures and emergencies according to the response times listed in

Attachment D.

- 11. Kitchen Equipment**
 - a) Maintenance Provider shall review and modify the existing Preventive maintenance schedule for all the kitchen equipment used in the cafeteria serving areas. This includes the plumbing, electrical and gas used for the cafeteria serving equipment.
 - b) Maintenance Provider is required to respond to kitchen equipment related failures and emergencies according to the response times listed in Attachment D.
- 12. Laundry Equipment**
 - a) Maintenance Provider shall review and modify the existing preventive maintenance schedule for all laundry equipment as required by the manufacturer(s), equipment condition, equipment operating history, or as dictated by the Maintenance Provider's expertise.
 - b) Maintenance Provider will perform preventive maintenance on all laundry equipment including but not limited to; washers, dryers, washer-extractors, tumblers, presses, ironers, and finishers.
 - c) Maintenance Provider is required to respond to laundry equipment related failures and emergencies according to the response times listed in Attachment D.
- 13. Natural Gas Distribution and Combustion Systems**
 - a) Maintenance Provider shall review and modify the existing preventive maintenance schedule for all natural gas distribution, combustion systems and fuel tanks as required by the manufacturer(s), equipment condition, equipment operating history, or as dictated by the Maintenance Provider's expertise.
 - b) Maintenance Provider will perform preventive maintenance on all natural gas distribution, combustion systems equipment and fuel tanks including but not limited to; pipes, valves, controls, regulators, pressure testing, and gas leak detection.
 - c) Maintenance Provider is required to respond to natural gas distribution, combustion systems equipment and fuel tanks related failures and emergencies according to the response times listed in Attachment D.
- 14. Building Envelope and Structure**
 - a) Maintenance Provider will be required to ensure the integrity of each facility's-building envelope and structure.
 - b) If monitoring of the building envelope and structure reveals any

deterioration, these findings must immediately be brought to the attention of MDOC.

- c) Any mitigation of observable damage such as exterior caulking, broken glass, screen repair and roof leaks is the responsibility of the Maintenance Provider

15. Painting

- a) Maintenance Provider shall perform all interior painting including, but not limited to high abuse items and areas such as interior steel railings, fixed steel dayroom furniture, and cell doors.
- b) **Assessment of all painting needs shall be performed by the Maintenance Provider within 90 days after receiving the contract.**
- c) All interior painting projects shall be approved by the Department.
- d) All painting supplies shall be procured by the Department.

16. Pest Control (See Attachment E)

- a) Maintenance Provider shall review and modify the existing preventive schedule for pest control.
- b) Maintenance Provider may subcontract interior pest control excluding farming areas

C. Process and System Requirements

1. Deficiency Survey (See Attachments G1, G2, & G3)

The deficiency report should be reassessed within 90 days of the contact. See Attachments G1, G2 and G3 for CMCF, MSP, and SMCI. The deficiency survey will give detailed descriptions of all building systems, building structures, and equipment operating below an acceptable level with detailed information regarding repairs, upgrades, retrofits, and replacements that need to occur to bring each facility's systems and structures to a proper operating level. Projected costs of repairs, upgrades, retrofits, and replacements of each detailed item should be included in the survey. Survey should be categorized into items that are (1) critical – time sensitive, (2) critical, (3) important, or (4) deferrable. It will be the Department's sole discretion in determining which repairs, if any, occur. The Department is under no obligation to utilize the Maintenance Provider for any repair work.

- a) Surveys are to be utilized to meet the requirements necessary for routine building facility management activities including long-range budgeting and sustainment, restoration, and modernization planning. The survey process must provide an objective and generalized framework to help identify

problem areas that will require more investigation through detailed or specialized assessments.

2. Maintenance Plan Review and Implementation

- a) Maintenance Provider shall review the existing maintenance plan and provide recommendations based on the Department's performance requirements and standards, and the criticality of applications supported by building systems. This includes both short-term and longer-term maintenance plans
- b) Maintenance Provider will support these plans by working with DOC management to create supporting budgets.
- c) The maintenance plans will include both preventive maintenance and recommendations on capital spending.
- d) Maintenance Provider will make recommendations on capital spending based on a clear system performance and least maintenance life-cycle cost basis.
- e) Maintenance Provider shall identify options, prepare analysis, provide expertise, and make recommendations relating to new maintenance procedures, new Building System technologies, equipment overhauls, replace versus buy decisions, installation of new equipment, and disposal of obsolete equipment. Recommendations will draw on industry best practices, new technology developments, and the Maintenance Provider's experience.
- f) Maintenance Provider shall develop and submit recommendations to DOC management relating to comprehensive planning, scheduling, and work control procedures.
- g) All authorizations and/or approvals shall be made by the appropriate Deputy Commissioner or designee before the Maintenance Provider implements any changes

3. Trouble Calls and Repairs

- a) Repairs consist of identifying what keeps an asset from operating properly, correcting or replacing defective components to make it operate correctly, and verifying that the asset is performing properly after the repair. The Maintenance Provider may perform repairs on-site or equipment may be sent off-site to independent sources for repair.
- b) Maintenance Provider will maintain records on all repairs through trouble calls and other user requests relating to facility services, and will perform all repairs and other work needed to resolve the problem and prevent recurrence.

- c) Maintenance Provider will respond promptly to user requests for maintenance services such as “hot/cold” complaints, minor building maintenance, minor repairs, lamp replacement, and other miscellaneous services related to customer comfort. Response times will be listed in Attachment D.

4. After-Hours and Emergency Requests and Repairs (See Attachments I1, I2)

- a) Maintenance Provider will develop, implement, and maintain a process for responding to “after-hours” and “emergency” requests and repairs. The process the Maintenance Provider implements will provide for response to work orders/requests on a 24 hour basis 7 days a week and will allow each facility to communicate directly with the Maintenance Provider.
- b) “After-hours” is defined as occurring outside the normal operating business hours of the Department. Normal business hours for the Department are 8:00 a.m. and 8:00 p.m. Monday thru Friday. These hours are subject to change as business requirements dictate.
- c) “Emergency” requests are defined as repairs/requests of such urgent or important nature that delaying the request may cause undue harm to individuals or building systems or seriously impact business operations.
- d) Maintenance Provider will respond as soon as possible or according to the response times listed in Attachment D. In case of an emergency request, the Maintenance Provider shall provide additional staff, resources, and/or equipment as needed.

5. Workforce

- a) Maintenance Provider shall provide a skilled workforce with the necessary qualifications, certifications, license, and experience to perform the full scope of services requested. The following minimum staffing will be required:
 - 1. A Contract Manager will be assigned as a single point of contact for all Maintenance Provider responsibilities per the scope of work. The Contract Manager will have such authority as required to meet contractual requirement. This position will be the primary liaison with the Department’s Central Office
 - 2. A Facility Manager will be assigned to each facility. The Facility Manager will have Maintenance Provider responsibilities per the scope of work related to the assigned facility and will report to the Contract Manager. This position will be the primary liaison with the Superintendent of the assigned facility.
 - 3. A workforce of skilled and general trades technicians will be

provided by the Maintenance Provider to perform the scope of work. This workforce may vary in amount and skill set based on the changing needs of the Department

4. Maintenance Provider staff may be shared between state facilities as required; however, no facility shall be left without a minimum staffing level. The minimum staffing level shall be one (1) Manager, Supervisor or Lead Technician and six (6) skilled or general trades technicians.
5. Maintenance Provider total staffing levels including management, project management, administrative support and skilled technicians shall not be fewer than 31 full-time equivalents.
 - b) Maintenance Provider personnel shall be required to wear uniforms that consist of professional looking coordinated attire, clearly identifying them as employees of the Maintenance Provider. Uniforms shall be maintained in a neat, clean, and free from excessive wear manner.
 - c) Maintenance Provider shall provide to the Department of Corrections management no less than every six (6) months or as requested, a current personnel roster of its employees providing services for the Department. The personnel roster shall include the employee's name, job title, location, and contact information.
 - d) The Department will provide two (2) skilled offender workers at location (to include carpenter, plumber, electrician, and HVAC). In addition, the Department will provide an offender work crew of up to ten (10) general laborers. Offenders will be used to perform routine maintenance and painting under the direction of employee of Maintenance Provider.
6. Vehicles
 - a) Maintenance Provider shall provide their vehicles, maintenance, and fuel.
7. Computerized Maintenance Management System (CMMS)
 - a) In performance of the existing contract, the incumbent acquired and uses the Maintenance Connection System as its CMMS. This system uses a SQL database and includes 10 user licenses. The existing system was purchased by the incumbent as an on premise solution for an initial cost of approximately \$50,000.00 with recurring fees at 18% for annual support. Maintenance Connections also offers a hosted solution that will require an initial set up fee and a monthly per license recurring fee.
 - b) Maintenance Provider shall use a CMMS to assist the facility

maintenance managers with creating and managing work orders, planning and tracking equipment and repairs, establishing preventive maintenance schedules, controlling inventory, performance, evaluation, and reports for maintenance tasks performed under the contract. The system will maintain historical information for management use. **Costs for the CMMS shall not be separately reimbursed, but will be built into the vendor's compensation rate.**

- c) Maintenance Provider shall include with the proposal response, a description of the CMMS it will use for this contract. Include date of purchase, overview of system, system type (on premise or hosted solution), database engine and sample reports. The system shall be modern and robust. The Maintenance Provider shall include hardware specifications for required servers, storage and switches that will be located in the MDOC network. The Maintenance Provider shall include hardware specifications for computer desktops, laptops and mobile devices that will be used to access the system.
- d) Maintenance Provider shall provide all hardware for selected CMMS housed at MDOC
- e) If Maintenance Provider is using a hosted system, hardware may not be needed
- f) Maintenance Provider shall provide IT support for the CMMS selected for the fulfillment of the contract
- g) Maintenance Provider shall include response documentation that outlines network description, backup procedures, system security measures and disaster recovery plans for the selected CMMS.
- h) Maintenance Provider shall be provided an export of historical maintenance records and shall be responsible for importing the information into their selected CMMS. The Maintenance Provider shall convert existing records into the CMMS selected for this contract within 30 days of being awarded the contract.
- i) MDOC shall own all data collected and housed in the CMMS under the performance of this contract.
- j) Typical Reporting Frequency:

<u>Type of Report</u>	<u>Frequency</u>
Preventive Maintenance	Monthly
Uncompleted Maintenance	Monthly
Completed Service Report	Monthly
Equipment History Cards	Monthly
Budget Report	Monthly

Service Call Reports	Monthly
Requisitioned Maintenance Report	Monthly
Vandalism Control Report	Monthly
Inmate Work Program Report	Monthly
Energy Management Report	Monthly
Boiler Inspection Tickets	Annually
Security Reports	Monthly
Fire Alarm Test Results	Quarterly

8. Materials, Spare Parts, Consumables

- a) Maintenance Provider will be responsible for providing all materials and consumables associated with the preventive maintenance of the designated systems. This cost will be included in the fixed maintenance cost in the Cost Proposal, Attachment H .
- b) The Maintenance Provider is responsible for any materials, supplies and/or parts up to and including \$5,000.00 per single repair. Any shipping and handling costs are included in this total.
- c) Corrective materials and parts exceeding \$5,000.00 per single corrective repair but less than \$50,000.00 shall be procured by MDOC and furnished to the Maintenance Provider to make such repair. Where corrective materials and parts for a single corrective repair is \$50,000.00 or more, such repair will be deemed a non-routine major repair and corrective materials and parts, as well as labor for such repair, will be procured by MDOC and Maintenance Provider involvement will be limited to assisting MDOC with definition of scope of work and oversight of repair. Where non-routine major repair is \$100,000.00 or more, requiring involvement of an architect and/or engineer per statute, or where an architect and/or engineer is needed or advisable where non-routine repair is less than \$100,000.00 but more than \$50,000.00, such repair will be procured by MDOC and Maintenance Provider involvement will be limited to coordination with any architect and/or engineer retained by MDOC or by the Bureau of Building, Grounds and Real Property Management on behalf of MDOC
- d) Maintenance Provider shall develop, implement, and monitor a process for the procurement and inventory management of consumable parts/materials furnished within the fixed maintenance cost in the Cost Proposal, Attachment H to ensure that maintenance work is performed in a timely and cost effective manner. Maintenance Provider will also identify and advise MDOC of any critical spare parts or equipment that would not be required for preventative maintenance, but may be critical to retain in inventory to insure continuous operation and facility reliability.

Any such spare parts or equipment procured by MDOC will be monitored and tracked by the Maintenance Provider to insure an adequate stock is maintained.

- e) Maintenance Provider will determine item and stock levels of consumable parts/materials upon initiation of the contract. Consumable parts/materials are those necessary to insure continuous operation and facility reliability.
- f) Consumable parts/materials include parts that are utilized in the operation and maintenance of building systems, but are not considered to be critical. Maintenance Provider shall be responsible for ensuring that consumable parts/materials are available (not necessarily from stock or inventory) in a timely manner.
- g) Maintenance Provider will administer and manage all warranties and manufacturer service contracts relating to equipment or parts used in the Department's building systems under its control. Maintenance Provider will coordinate, supervise, and approve all work performed under these contracts, and shall ensure that service personnel adhere to appropriate procedures, conduct, and standards while on-site.
- h) Maintenance Provider shall be permitted to utilize parts currently in inventory

9. Subcontractor

- a) Maintenance Provider shall work with MDOC Procurement for any contractual services above the \$5,000 threshold; however, the Maintenance Provider retains responsibility in delivery of service per contractual requirements
- b) Maintenance Provider must escort and provide access as required for all subcontractors for which they have engaged to provide services.
- c) Maintenance Provider is responsible for any subcontractor costs required to perform the work within the fixed maintenance cost in Cost Proposal, Attachment H.

10. Storage Space

- a) The Department will provide the Maintenance Provider with storage space for equipment, tools, materials, supplies, and cleaning supplies in the form of existing maintenance and storage space at each facility.

11. Tool and Key Control

- a) Maintenance Provider will be responsible for daily, weekly, and quarterly tool accountability and reporting.
- b) All tools must have etched serial numbers.
- c) All tools must be stored in a secure location at all times, hung on shadow boards, or locked in lock boxes.
- d) Maintenance Provider may be required to make key chits and solder key rings.
- e) Maintenance Provide may use MDOC tools and shall be responsible for any broken or damaged tools.

12. Hazardous Materials

- a) Maintenance Provider shall maintain on each site a current hard copy record set of Material Safety Data Sheets (MSDS) for all items that pose a physical or health hazard. Maintenance Provider will be responsible for following all OSHA regulations and Mississippi “Right To Know” laws in using and handling all hazardous materials.

13. Performance Monitoring and Reporting

- a) Maintenance Provider shall develop an appropriate performance measurement reporting system that will furnish performance feedback on critical systems, compliance, safety, efficiency, budgetary variance, schedule variance, customer satisfaction, productivity, quality, workload management, and other issues deemed important.
- b) Maintenance Provider will clearly present performance trends, explain progress on key dimensions, and proactively suggest strategies and tactics to continuously improve the maintenance performance, cost structure, and customer satisfaction with overall facilities services.

Maintenance Provider shall develop checklists for completion of regular building rounds and inspections. These rounds will include surveying items crucial to the reliable performance of the facility infrastructure.

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 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 MDOC and MDOC shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. MDOC 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, MDOC shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

Personnel

- A. The Proposer shall provide professional personnel to perform maintenance services at MDOC facilities in accordance with American Correctional Association Standards. Prior to employment with the Proposer, applicants shall be subjected to a thorough background check and shall comply with Department policy and procedures relating thereto. At no time shall the Proposer employ a person who is simultaneously employed by the Department or who is a former Department employee without advance approval from the Department, said approval not to be unreasonably withheld.
- B. The Proposer shall agree to a program of random drug screening of its employees working in MDOC facilities.

Training

Maintenance Provider shall provide an orientation and training program for all employees. Said orientation and training program shall be in compliance with the training requirements of American Correctional Association Standards and meet the approval of MDOC. Maintenance Provider shall provide training for applicable employees on CMMS.

Background Check

MDOC shall cooperate with the Proposer in conducting criminal checks on potential employees of the Proposer and its subcontractors. Background checks are done before employees are allowed on MDOC grounds.

Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For Contractor: *name, title, Contractor, address*

For the agency: Rick McCarty, Deputy Commissioner of Administration & Finance
E-mail: rmccarty@mdoc.state.ms.us
Fax: (601) 359-5293

Address: Mississippi Department of Corrections
633 North State Street
Jackson, MS 39202

If to the Department of Corrections:

Commissioner of Corrections
Mississippi Department of Corrections
633 North State Street
Jackson, MS 39202
With a copy to:

The Special Assistant Attorney General
Mississippi Department of Corrections
633 North State Street
Jackson, MS 39202

If to the Vendor:

The name and address of the person listed as signing the Contract for the Vendor.

In the event that the Vendor shall fail to perform, keep or observe any of the terms, covenants and conditions of the contract to be performed, the Department shall give the Vendor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the Department within thirty (30) days from date of the written notification, the Vendor may be declared in default and all of the rights hereunder shall terminate at the discretion of the Department. The Vendor shall have no right to further performance or payment under the contract.

MDOC reserves the absolute right to terminate this contract, in whole or in part, for the convenience of MDOC and at its sole discretion on ninety (90) days written notice to the Vendor.

Refusal by either party to exercise an option to renew the contract after the two year period shall require the contract to expire on the original or a mutually agreed expiration date. If either party elects not to renew the contract at the end of the two year contract period and not exercise the additional options described in this RFP, written notice must be sent 180 days prior to the contract expiration date. The total period of this contract, including all extensions, may not exceed forty-eight (48) months.

If to the Department of Corrections:

**Commissioner of Corrections
Mississippi Department of Corrections
633 North State Street
Jackson, Mississippi 39202
With a copy to:**

**The Special Assistant Attorney General
Mississippi Department of Corrections
633 North State Street
Jackson, Mississippi 39202**

If to the Vendor:

The name and address of the person listed as signing the Contract for the Vendor

Termination for Default

(1) *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.

(2) *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.

(3) *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.

(4) *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 insufficient 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 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 "Termination for Convenience." (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(5) *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.

(6) *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.

Termination upon Bankruptcy

This contract may be terminated in whole or in part by MDOC 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.

Termination for Convenience

(1) *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.

(2) *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.

Errors or Omissions

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

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.

Insurance

(A) Without limiting any liabilities or other obligations of Vendor, the Vendor shall provide and maintain insurance coverage with forms and insurers acceptable to the state, 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 (\$100,000.00). Evidence of qualified self-insured status shall also suffice for this section.
- (2) Commercial general liability insurance with a minimum combined single limit of one million dollars (\$1,000,000.00) each occurrence. The policy shall include coverage for bodily injury, broad form property damage, blanket contractual, contractual, Vendor's protective and products and completed

operations.

- (3) Professional liability insurance with limits of one million dollars (\$1,000,000.00) each claim.

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

- (B) The policies required by section A (1), (2) and/or (3) shall name the State of Mississippi, its agents, officials and employees as additional insured and shall specify that the insurance afforded Vendor shall be primary insurance and that any insurance coverage earned by the state, the Department or its employees shall be excess coverage except as provided by state law, and not contributory insurance to that provided by the Vendor.
- (C) **Failure on the part of the Vendor to procure and maintain the required liability insurance and provide proof thereof to the Department shall constitute a material breach of the contract upon which the Department may immediately terminate this contract. Fifteen days prior to the commencement of a new contract, the new Vendor shall furnish the Department with all 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 without at least thirty (30) days written notice to the Department. This written notification shall be addressed to:**

**Deputy Commissioner Administration & Finance
Mississippi Department of Corrections
633 North State Street
Jackson, Mississippi 39202
With a copy to:**

**The Special Assistant Attorney General
Mississippi Department of Corrections
633 North State Street
Jackson, Mississippi 39202**

Certificate of Insurance and Cancellation

During the performance of the Agreement, the Proposer shall maintain the insurance described in the Insurance Section and the Worker's Compensation and Unemployment Insurance Compensation Section hereof and submit a Certificate of Insurance to the Trustee, for the mutual protection and benefit of the Proposer and the Department, naming the Trustee and the State as additional insureds (or if appropriate, insureds) and entitled to all notices issued under such policy, to cover those claims whether the same be by the Proposer, a subcontractor, or by

anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

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 (3) 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 (3) year period, whichever is later.

Right to Audit

Contractor shall maintain such financial records and other records as may be prescribed by MDOC or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by MDOC, 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.

Reports

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

Prospective Vendor's Representation Regarding Contingent Fees

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

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 the Contractor's bid or proposal.

Representation Regarding Gratuities

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

Acknowledgment of Amendments

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

Certification of Independent Price Determination

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

Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that Mississippi Department of Corrections (MDOC) 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 MDOC pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDOC shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. MDOC shall not be liable to the Contractor for disclosure of information required by court order or required by law.

Proprietary Information

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

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

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,

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.

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 the 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.

Stop Work Order

- (1) **Order to Stop Work:** The Procurement Officer, may, by written order to the Contractor at any time, and without notice to any surety, require 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:
 - a. cancel the stop work order; or,
 - b. terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.
- (2) **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is 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:
 - (a) 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,
 - (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) **Termination of Stopped Work:** If a stop work order is not 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.
- (4) **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

Procurement Regulations

The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol

Street, Suite 800, Jackson, MS 39201, for inspection, or downloadable at <http://www.mspb.ms.gov>.

Compliance with Laws

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

Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. The contractor shall comply with applicable federal, state and local laws and regulations.

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 information, which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

Public Information and Publicity

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

Legal Proceedings

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

II. Attachments to the RFP

- MDOC Vendor Release of Information Form – Attachment A
- MDOC Inventory of Buildings Report – Attachment B1
- List of Residential Facilities – Attachment B2
- Proposal Cover Sheet – Attachment C
- Response Time – Attachment D
- Pest Control at CMCF, MSP, SMCI – Attachment E
- Preventive Maintenance Schedule – Attachments F1, F2, & F3
- Deficiency Report – Attachments G1, G2, & G3
- Cost Proposal – Attachment H
- After Hours, Holiday & Emergency Labor Costs (April 2016 thru March 2017) – Attachments I1 & I2
- References – Attachment J

III. SUBMITTAL REQUIREMENTS

Cost Proposal
Acknowledgement of Addendums
List of References
Proposed Plan for providing Services
List and resumes of key staff and supervisory personnel
Organizational Chart