

## **REQUESTS FOR PROPOSALS**

**RFP Number: 18-005**

**RFx Number: 3120001232**

**To Provide: Guard Services**

**Issue Date: August 31, 2017**

### **CLOSING LOCATION**

**Mississippi Department of Corrections  
633 North State Street  
Jackson, Mississippi 39202**

### **CONTACT PERSON:**

**Dell Lemley, Director of Fiscal Services**

**Office: 601-359-5625**

**Fax: 601-359-5377**

**E-Mail: [dlemley@mdoc.state.us](mailto:dlemley@mdoc.state.us)**

### **CLOSING DATE AND TIME**

**Proposals must be received by 10:00 a.m. CST, Monday, October 2, 2017**

**REQUEST FOR PROPOSAL 18-005  
FOR  
GUARD SERVICES FOR MEDIUM AND MINIMUM SECURITY LEVEL STATE OFFENDERS and  
CHECKPOINT SECURITY FOR STATE OPERATED FACILITIES**

The Mississippi Department of Corrections, hereinafter referred to as the Department, is soliciting proposals for guard service for medium and minimum security level state offenders and to provide checkpoint security for state operated facilities.

To obtain a copy of RFP 18-005, submit a written request to:

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

or call (601) 359-5625

Complete proposals, including a signed original, three (3) copies and one electronic copy (CD) must be submitted no later than **Monday, October 2, 2017 at 10:00 a.m. CST** to the attention of Director of Fiscal Affairs, Dell Lemley at 633 North State Street, Jackson, Mississippi, 39202. The proposals should be submitted in sealed envelopes or packages and labeled with RFP 18-005 and the opening date and time of October 2, 2017 at 10:00 a.m. CST. The proposal 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 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 Vendors desiring to submit a proposal in response to the RFP are encouraged to attend a Vendor's Conference on **Monday, September 18, 2017 at 10:00 a.m. CST in the Mississippi**

**Department of Corrections Central Office, 5<sup>th</sup> Floor Conference Room, 633 North State Street, Jackson, Mississippi, 39202.** The intent of this conference is to assist Vendors in preparing their response to this RFP by providing additional clarifications necessary to understand the scope of this project. Vendors should familiarize themselves with this RFP prior to attending the Vendor's Conference and should come prepared to ask questions.

### **Deadline for Vendor 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](mailto:rmccarty@mdoc.state.ms.us) no later than September 22, 2017 at 5:00 p.m. CST. Questions concerning the security officer portions of the procurement document should be directed to Deputy Commissioner of Institutions Jerry Williams at 633 North State Street, Jackson, MS, 39202 or [jjwilliams@mdoc.state.ms.us](mailto:jjwilliams@mdoc.state.ms.us) no later than September 22, 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 vendor conference by September 26, 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.

### **Timeline**

| DAY      | DATE               | TIME                             | PROCUREMENT TASKS                                  |
|----------|--------------------|----------------------------------|--|
| Thursday | August 31, 2017    |                                  | Advertise in Clarion Ledger and in MAGIC           |
| Thursday | September 7, 2017  |                                  | Advertise in Clarion Ledger and in MAGIC           |
| Monday   | September 18, 2017 | 10:00 a.m. CST-<br>2:00 p.m. CST | Vendor Conference                                  |
| Friday   | September 22, 2017 | 5:00 p.m. CST                    | Deadline for Vendor Questions                      |
| Monday   | September 26, 2017 | 5:00 p.m. CST                    | Answers to Vendor Questions                        |
| Monday   | October 2, 2017    | 10:00 a.m. CST                   | Deadline for Proposals                             |
| Friday   | October 6, 2017    |                                  | Notice of Contract Award                           |
| Monday   | October 16, 2017   |                                  | Deadline to Personal Service Contract Review Board |
| Sunday   | December 19, 2017  |                                  | Contract Start                                     |

### **Purpose**

The Department is seeking proposals from qualified companies to provide the Mississippi Department of Corrections, hereinafter referred to as the Department, guard service for medium and minimum security level state offenders and to provide checkpoint security for

state operated facilities. **See Attachment A.**

It is understood that any contract resulting from RFP 18-005 requires approval by the Personal Service Contract Review Board. If any contract resulting from RFP 18-005 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 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 for 24 months (24) months beginning on the 19th day of December, 2017 and shall have the option for renewal from two (2) additional twelve (12) month periods.

### **Pricing**

The Vendors are required to submit a flat, hourly rate for each security guard to meet the requirements of the RFP. Hourly rate billed per guard shall not exceed specified supervision requirements for offenders of MDOC. The Vendor may request a pay differential for a Security Guard who can speak a foreign language, if this service is requested by MDOC. The Department will not pay for any overtime, or premium rates for shift differential, nights, weekends, holidays or travel time.

### **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, 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.

### **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-today 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: recruitment, in-service training, preparation, offender relations, sanitation, transition plan, facility planning, contingency plans and relief labor

### **Oral Presentation**

The Department 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.

### **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 18-005 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. 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.

**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:

- Total Cost **(30%)**
- The personnel, equipment, and facilities to perform the services currently available or to be made available at the time of contracting. **(10%)**
- Proposed Plan for providing Guard Security Services **(10%)**
- Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). **(25%)**
- Record of past performance of similar work (references). **(25%)**

**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.

## **Penalties**

The following penalties may be imposed by the MDOC:

|   |   |
|---|---|
| Abandonment of post   | \$ 2,000  |
| Failure to meet the required arrival time   | \$ 10.00 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 extradition   |
| Non-Staffing of assignment  | Overtime Rate of Correctional Officer IV – Starting at \$22.02 per hour |

**Background:**

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

In addition, MDOC houses state offenders in approved county jails. Under certain circumstances, it may become the Vendor's responsibility to provide security for a state offender 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 3,381.
- (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 3,303 offenders.
- (3) South Mississippi Correctional Institution (SMCI) located at Leakesville, Greene County. The current population at SMCI is 3,033 offenders.

**I. GUARD SERVICE**

**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 correctional officers to guard offenders housed at the



Mississippi State Penitentiary, the Central Mississippi Correctional Facility and the South Mississippi Correctional Facility.

## **QUALIFICATION AND REQUIREMENTS OF 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.

## **VENDOR RESPONSIBILITIES**

**Assure offender security as follows:**

- Follow applicable MDOC Policies and Procedures. **See Attachment B.**
- While in the custody of the Vendor, the offender 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 the first 72 hours of hospitalization; on the 73rd hour (with the appropriate transfer of custody forms signed – **See Attachment C**) the Vendor will be

responsible for the restraints. For state offenders 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 offender. 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 offenders shall be separated. Vendor shall provide duly qualified female guards for the supervision of female offenders. Under no circumstance can female offenders be guarded by male guards.
- 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 RFP.
- 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 offender 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 offenders unless prior authorization is received from the Warden or his/her designee.
- Contractor's personnel shall not permit offenders to make or receive telephone calls without prior authorization from the Warden or his/her designee.
- Contractor's personnel shall not permit offenders 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 offenders. 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 offender'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 (Attachment C, 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 offender 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.
- 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 offender is secure and free of contraband.

#### **Termination of Contractor's Supervision Requirements**

Upon an offender's release from the hospital, the contractor's guard supervision of the offender 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 offender.

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

1. MDOC staff shall furnish appropriate official photo identification to the contractor's guard prior to assuming custody of the offender
2. The offender shall be thoroughly searched
3. Appropriate restraints shall be applied to the offender
4. The contractor's personnel shall relinquish custody to MDOC staff by completing a Transfer

or Release of Offender form (**Attachment C**, 16-06-02-F1). The contractor's releasing guard retains one copy of this receipt.

5. The offender shall be transported to the institution or other location, in accordance with procedures as outlined in MDOC Policy on Escorted Trips. **See Attachment B.**

## **QUALIFICATIONS & 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 offenders prior to the NCIC/NLETS clearance.

The Vendor shall not employ any person as a guard supervising MDOC offenders 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 offenders
- Use and application of restraints
- Integrity
- 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 and 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. **Security Guard Post Orders will be provided at the Vendor's Conference on Monday, September 18, 2017.**

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 offender can be seen at all times by the Security Guard. The only exception is when the offender 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 offender 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 Attachment 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 offender will bring another transfer of custody form, restraint equipment and medical packet when picking up the offender 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. **Security Guard Post Orders will be available at the Vendor's Conference on Monday, September 18, 2017.** 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 offender
- 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 offender 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 offender 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 offender when the offender 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 offenders.

### **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.

## **II. GENERAL INFORMATION**

### **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](mailto: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 Offenders 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 Offenders.

### **III. ATTACHMENTS to the RFP**

Attachment A - List of MDOC facilities  
Attachment B - Applicable MDOC Policies & Procedures  
Attachment C - Transfer of Custody Form

### **IV. SUBMITTAL REQUIREMENTS**

Bid Submittal  
Acknowledgement of Addendums  
List of References  
Proposed Plan for providing Services  
List and résumés of key staff and supervisory personnel  
Organizational Chart