

**WALNUT GROVE, MISSISSIPPI  
CORRECTIONAL AUTHORITY  
REQUEST FOR PROPOSALS  
No. 20-01**

**Operation and Management of  
Walnut Grove Correctional Facility**

**Walnut Grove Correctional Authority  
Mailing: P. O. Box 452  
Carthage, Mississippi 39051**

**Contact with WGCA: Davis Gill, President or  
Jeff Webb, Attorney  
[jeff.webblaw@gmail.com](mailto:jeff.webblaw@gmail.com)  
Office: 601-267-9762**

**Proposal Packets Due by delivery to Walnut Grove City Hall, 139 Main  
Street, Walnut Grove, MS 39189 by May 4, 2020 at 4:00 p.m. CST**

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## **SECTION 2. NOTICE TO PROPOSERS**

### **2.1 Request for Proposals**

The Walnut Grove Correctional WGCA (“WGCA”) is the owner the Walnut Grove Correctional Facility located in the Town of Walnut Grove, which is a 1500 bed adult male inmate facility constructed in 1999. The WGCA proposes to enter into a contract for the operation and management of the facility with a qualified operator. Inmates will be provided by the Mississippi Department of Corrections (“MDOC”) and the selection process for an operator will be in conjunction with the review and recommendation of MDOC. For purposes of a Statement of Qualifications, the following should be noted and/or addressed:

### **2.2 General Information.**           A maximum security population of up to 1,470 inmates.

Proposer should detail company qualifications for the operation of the Walnut Grove facility, including:

- a. Examples of innovative programs and procedures to ensure safety, training, education and rehabilitation;
- b. Distinguish how your Company’s operation of a facility is advantageous to State operation;
- c. Set forth a tentative staffing plan for the operation of the Walnut Grove facility with the number and type of inmates described.

2.3 Proposer should submit existing or prior contracts for the housing of maximum security inmates, if any, with general comments regarding similarities or differences with the Walnut Grove facility. Submitter is encouraged to submit references with regard to the operation of other facilities.

2.4 Proposer should note the impact fee to the Town of Walnut Grove set forth in Exhibit A to the RFP.

2.5 It is anticipated that the Facility will require \$1,400,000.00 in repairs with approximately \$1,000,000.00 for the kitchen. Other repairs and upgrades will be for the computerized key lock system and miscellaneous items. Proposer should state whether it can undertake these repairs and improvements. Proposer must review the facility and confirm the nature of repairs needed. All repairs are subject to prior approval by WGCA in consultation with MDOC. The repairs must meet ACA standards and the kitchen must be so equipped to be sufficient and satisfactory to provide meal service for up to 1,500 inmates.

Further proposer should state the time in which it can be ready to begin accepting inmates at the facility and whether it can utilize a temporary kitchen until all kitchen repairs are fully completed. Proposer should provide in its proposal the time required after execution of a contract in which it can accept inmates and to detail the number of inmates it can accept during a ramp up stage to full occupancy.

2.6 For inspection of the Facility, please contact Jeff Webb, Attorney for Walnut Grove Correctional Authority. 601-267-9762 or *jeff.webblaw@gmail.com*

## **2.7 Submission of Proposal Packets**

Written proposal packets will be accepted by WGCA until **4:00 p. m. CST, on May 4, 2020**  
**Walnut Grove City Hall, 139 Main St. Walnut Grove, MS 39189.**

## **2.8 Term**

The initial term of the contract will be seven (7) years, and the contract may be renewed for successive 2-year periods thereafter upon agreement of the parties. Renewals are contingent upon satisfactory performance by the Proposer and subject to the availability of funds. WGCA reserves the right to change the term of the contract and negotiate with Proposers accordingly.

# **SECTION 3. GENERAL INSTRUCTIONS**

## **3.1 Submission Requirements**

3.1.1 The Bid Submission Sheet must be completed and signed by an authorized representative of the Proposer.

3.1.2 Failure to submit a proposal on the proposal form provided in the RFP could be considered cause for rejection of the proposal.

3.1.3 WGCA reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as nonresponsive.

## **3.2 Disposition of Proposal Packets**

All submitted proposal packets become the property of WGCA.

## **3.3 Right to Reject**

WGCA reserves the right to accept or reject any or all Proposals. The final decision to execute a contract with any party rests solely with WGCA.

## **3.4 Exceptions and Deviations**

3.4.1 Proposers taking exception to any part or section of the solicitation shall indicate such exceptions in the proposal packet and such exceptions shall be fully described. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the requirements as written.

3.4.2 Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

## **3.5 Proposal Acceptance Period**

Proposals shall remain binding for ninety (90) calendar days after proposal due date.

### 3.6 **Expenses Incurred in Preparing Proposals**

WGCA accepts no responsibility for any expense incurred by the proposer in developing, submitting and presenting the proposal packet. Such expenses shall be borne exclusively by the proposer. WGCA will not provide reimbursement for such costs.

### 3.7 **Trade Secrets and Proprietary Information**

3.7.1 The proposer should mark any and all pages of the proposal packet 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.

3.7.2 Each page of the proposal packet that the proposer 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.

### 3.8 **Debarment**

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

### 3.9 **Certification of Independent Price Determination**

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

## **SECTION 4. SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS**

### 4.1 **Contents of Proposal**

Proposals are to be organized in sections as directed below. Proposers are to complete each section entirely or the proposer may be deemed non-responsive. WGCA reserves the right to waive any minor irregularity, technicality or omission if it determines that doing so will serve the best interest of the state.

**The respondent's entire Proposal shall be based upon up to 1470 contracted closed-custody inmates.**

Incorporated herein and included as Attachment “A” is a draft of a Management Contract to be entered into by and between WGCA and successful proposer, subject to any and all modifications as determined necessary and appropriate by WGCA. Proposer must state whether the terms therein can be met.

Incorporated herein and included as Attachment “B” is a draft of a Management Contract and Operations Agreement to be entered into by and between WGCA and MDOC, subject to any and all modifications as determined necessary and appropriate by WGCA, and MDOC. Proposer must state whether the terms therein can be met.

The proposer is to organize its Proposal as follows:

**Tab 1** A cover letter on the proposer’s letterhead with the following information:

- a) Company name and physical address;
- b) Contact information for primary point of contact, including phone and email address; and
- c) Federal Employer Identification (FEID) Number

**Tab 2** Completed FORMS and ATTACHMENTS:

Attachment C – CONTACT INFORMATION  
Attachment D – NOTICE OF CONFLICT OF INTEREST  
Attachment E – NON-COLLUSION AFFIDVAIT  
Attachment F – ADDENDUM ACKNOWLEDGEMENT FORM  
Attachment G – SUBCONTRACTING

**Tab 3** Attachment H – BUSINESS EXPERIENCE (Multiple Forms may be submitted)

**Tab 4** Response to the RFP

Provide the following information in the Proposal.

Experience and Ability

- a. Narrative on Experience and Ability. Furnish a narrative on Proposer’s relevant experience and ability to provide the services requested.
- b. Organizational Chart and Staffing Pattern. Proposer should provide proposed positions, job codes and salaries.

Technical Solutions. Provide a full description of proposer’s plan for carrying out the services necessary for the operation and management of the Facility.

- a. Operations Plan. An Operations Plan that will address how proposer plans to provide all services related to the general operation of the Facility in accordance with the Draft Management Agreement in Attachment “A” and the Draft Management and Operations Agreement with MDOC in Attachment “B”.

b. Security Operations Plan. A Security Operations Plan that will address how proposer plans to provide all security operations for the Facility in accordance with the Draft Management Agreement in Attachment “A” and the Draft Management and Operations Agreement with MDOC in Attachment “B”.

c. Health Services Plan. A Health Services Plan that will address how proposer plans to provide all necessary healthcare services for the population of the Facility in accordance with the Draft Management Agreement in Attachment “A” and the Draft Management and Operations Agreement with MDOC in Attachment “B”.

d. Inmate Programmatic Services Plan. An Inmate Programmatic Services Plan that will address how proposer plans to provide all services related to programs proposer will provide at the Facility. At a minimum, this Plan will address the following program areas:

1. Education/academic programs;
2. Behavioral programs;
3. Vocational programs; and
4. Substance abuse programs

e. Needs of Re-Entry and Closed Custody Inmates. The proposer should be prepared to meet the needs of Re-Entry and Close-Custody population with a multimodal, holistic treatment approach which will be implemented by utilizing a prison-based intensive and comprehensive substance abuse re-entry treatment concept. Specific needs for this inmate population are:

1. To reduce substance abuse;
2. To provide Adult Basic Education/GED and Vocational Programing;
3. To identify and treat symptoms of potentially coexisting mental disorders - which in many cases underlie and cause substance abuse; and
4. Create a prison-based re-entry residential treatment program to enhance entrance back into the community in a supportive and drug-free environment with controlled participation in a community life.

f. Other Programs. Proposer should further state if the following programs will be offered and, if so, to describe the methods of implementation and resources to be utilized.

1. Moral Reconation Therapy (MRT)
2. Thinking for a Change Program (TFAC)
3. Celebrate Recovery Inside
4. Authentic Manhood Fatherhood and Parenting
5. Religious Programing
6. Re-entry Life Skills

7. Job Placement
8. Aftercare
9. Daily group activities and individual treatment interventions utilizing counseling and individualized treatment planning.
10. Drug Education Classes on the effects of drugs and to teach that drug use is high risk behavior.
11. Assertiveness Training to practice appropriate responses to the threat of drug involvement.
12. Groups and 12 step programs.
13. Occupational Therapy
14. House Theme Group for assistance with communication skills, social skills, grief and loss, etc.
15. Regimented Discipline/Work Detail which involves daily job assignments to insure order, cleanliness of the unit and neat appearance.
16. Relapse Prevention sessions/groups
17. Systematic Physical Fitness with each inmate receiving a physical fitness assessment.

**Tab 5** Proposed Pricing

The proposer shall fully complete and submit Attachment I-Price Sheet in the form provided. Proposer may expand upon the price sheet with pricing for different numbers of inmates with an explanation of the specifics of Proposer's pricing submission. WGCA reserves the right to negotiate with any proposer with regard to the commitment of a minimum number of inmates and pricing schedules.

**Tab 6** Location of Principal Place of Business

1. Out of State  
Any proposer stating that its "principal place of business" is outside of Mississippi must submit, with its Proposal, a written opinion of an attorney at law, licensed to practice law in that foreign state, that contains information explaining the preferences, any or none, granted by the law of that state to its own business entities whose principal place(s) of business are in that foreign state in the letting of any or all public contracts.
2. In State  
If the proposer's principal place of business is in Mississippi, include a certification statement to that effect.

**4.2 Additional Information**

By submitting a Proposal, the proposer certifies that it agrees to and satisfies all criteria specified in this solicitation. WGCA may request, and the proposer shall provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in the proposal being deemed non-



responsive.

#### **4.3 Subcontracting**

The awarded proposer shall be fully responsible for all work performed under the Contract. The awarded proposer shall use only those subcontractors properly and specifically identified in the subcontracting form of the Proposal, except as permitted below.

##### **4.3.1 Subcontracting after Contract Execution**

To subcontract any services to a subcontractor not originally identified in the Proposal, a proposer shall submit a written request. The written request shall include but is not limited to, the following:

- 4.3.1.1 The name, address and other information identifying the subcontractor;
- 4.3.1.2 Type of services to be performed by the subcontractor;
- 4.3.1.3 Time of performance for the identified service;
- 4.3.1.4 How the proposer plans to monitor the subcontractor's performance of the identified services;
- 4.3.1.5 Certification that the subcontractor has all licenses and county authority, as applicable, and/or has satisfied all legal requirements to provide the services at the Facility.
- 4.3.1.6 A copy of the written subcontract agreement; and

The proposer acknowledges that it shall not be released of its contractual obligation to WGCA because of any subcontract. The proposer is solely responsible for ensuring the subcontractor maintains the insurance as required. WGCA shall treat the proposer's use of a subcontractor not contained herein and/or approved by WGCA as a breach of Contract.

#### **4.4 ACA Accreditation**

Proposer should set forth its ACA accreditation status for the prior eight (8) years including a description of any infraction and the resolution thereof.

#### **4.5 Litigation**

Proposer should set forth all litigation against it in the last six (6) years with regard to its management and/or operation of a private prison facility in the U.S, and provide for each the case number, identify the court and submit a general description of the resolution or status.

## **SECTION 5. EVALUATION CONSIDERATIONS**

### **5.1 Proposal Evaluation**

WGCA reserves the right to select the Proposal deemed most acceptable to it considering all relevant factors. Only proposers who are found responsive and responsible will have their proposals considered.

#### **5.1.1 Nonconforming Terms and Conditions**

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

#### **5.1.2 Responsible Proposer**

Proposer 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 WGCA .

#### **5.1.3 Minimum Qualifications to be Deemed Responsible**

Prospective proposers must show that they have the resources (financial, equipment, experience, etc.) to perform the needed services.

5.1.4 WGCA, or designee, will contact the proposer(s) with the proposal packet which best meets WGCA's needs and attempt to execute an agreement that is deemed acceptable to both parties. WGCA or its designee may negotiate further with any proposer.

5.1.5 WGCA reserves the right to ask for oral presentations of the proposal packet.

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

## **SECTION 6. STANDARD TERMS AND CONDITIONS**

The following standard terms and conditions will be included in any contract awarded from this RFP.

### **6.1 Applicable Law**

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

federal, state, and local laws and regulations.

## **6.2 Availability of Funds**

It is expressly understood and agreed that the obligation of WGCA 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 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 WGCA shall have the right upon ten (10) working days written notice to proposer, to terminate any agreement without damage, penalty, cost or expenses to WGCA State of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

## **6.3 Attorney's Fees and Expenses**

Subject to other terms and conditions of this agreement, in the event proposer defaults in any obligations under this agreement, proposer shall pay to WGCA all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by WGCA in enforcing this agreement or otherwise reasonably related thereto.

## **6.4 Authority to Contract**

Proposer warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

## **6.5 Compliance with Laws**

Proposer understands that WGCA 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 proposer agrees during the term of the agreement that proposer will strictly adhere to this policy in its employment practices and provision of services. Proposer 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.

## **6.6 Confidentiality**

Notwithstanding any provision to the contrary contained herein, it is recognized that WGCA 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. (1972, as amended). If a public records request is made for any information provided to WGCA pursuant to the agreement, WGCA shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in

applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

#### **6.7 E-Verification**

Proposer 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. Miss. Code Ann. §§ 71-11-1 et seq. (1972, as amended). 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. Proposer 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, Proposer agrees to provide a copy of each such verification. Proposer further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

#### **6.8 Change in Scope of Work**

WGCA may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by proposer that the scope of the project or of proposer’s services has been changed, requiring changes to the amount of compensation to proposer or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by WGCA and proposer.

If proposer believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to proposer, proposer must immediately notify WGCA in writing of this belief. If WGCA believes that the particular work is within the scope of the contract as written, proposer will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope of service.

#### **6.9 Indemnification**

To the fullest extent allowed by law, proposer shall indemnify, defend, save and hold harmless, protect, and exonerate WGCA, 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 proposer 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, proposer may be allowed to control the defense of any such claim, suit, etc. In the event proposer defends said claim, suit, etc., proposer shall use legal counsel acceptable to the State.

Proposer 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. proposer shall not settle any claim, suit, etc. without the State’s concurrence, which the State shall not

unreasonably withhold.

**6.10 Independent Proposer Status**

Proposer 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 WGCA. Nothing contained herein shall be deemed or construed by WGCA, Proposer, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between WGCA and Proposer. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of WGCA or proposer hereunder creates, or shall be deemed to create a relationship other than the independent relationship of WGCA and proposer. Proposer's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither proposer nor its employees shall, under any circumstances, be considered servants, agents, or employees of WGCA; and WGCA shall be at no time legally responsible for any negligence or other wrongdoing by proposer, its servants, agents, or employees.

WGCA shall not withhold from the contract payments to proposer any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to proposer. Further, WGCA shall not provide to proposer any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

**6.11 No Limitation of Liability**

Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of proposer for harm caused by the intentional or reckless conduct of proposer or for damages incurred through the negligent performance of duties by proposer or the delivery of products that are defective due to negligent construction.

**6.12 Oral Statements**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by WGCA and agreed to by proposer.

**6.13 Acknowledgement of Amendments**

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

**6.14 Trade Secrets, Commercial and Financial Information**

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

6.15 All other terms contained in the Draft Agreements attached hereto as Attachments “A” and “B”

## ATTACHMENT C – CONTACT INFORMATION

By completing and signing this form, the person submitting this Proposal and its pricing is authorized to respond to this solicitation on the proposer's behalf.

For solicitation purposes, the proposer's contact person shall be:

For contractual purposes, should the proposer be awarded, the contact person shall be (if this column is blank, the contact person for solicitation purposes shall be the contract person for contractual purposes):

Name	<hr/>	<hr/>
Title	<hr/>	<hr/>
Company Name	<hr/>	<hr/>
Address	<hr/>	<hr/>
Telephone	<hr/>	<hr/>
Fax	<hr/>	<hr/>
E-mail	<hr/>	<hr/>

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Name of Proposer's Organization

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Signature of Authorized Representative and Date

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Print Name

## ATTACHMENT D - NOTICE OF CONFLICT OF INTEREST

Company Name \_\_\_\_\_

For the purpose of participating in the solicitation process, the company states the following conflict(s) of interest exists as noted below (if none, write N/A in the applicable section(s) below):

The persons listed below are corporate officers, directors or agents and are currently employees of the State of Mississippi or one of its agencies:

_____	_____
_____	_____
_____	_____

The persons listed below are current State of Mississippi employees who own an interest of five percent (5%) or more in the company named above:

_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Name of Proposer's Organization

\_\_\_\_\_  
Signature of Authorized Representative and Date

\_\_\_\_\_  
Print Name



## ATTACHMENT E - NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I state that I \_\_\_\_\_ of \_\_\_\_\_,  
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Proposal, and the preparation of the Proposal. I state that:

1. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher than the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.
4. The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
5. \_\_\_\_\_, its affiliates, subsidiaries, officers, director, and employees  
(Name of Firm)  
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Walnut Grove Correctional Authority for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Mississippi of the true facts relating to the submission of Proposals for this contract.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name

Subscribed and sworn before me this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_

## ATTACHMENT F – ADDENDUM ACKNOWLEDGEMENT FORM

This acknowledgment form serves to confirm that the proposer has reviewed and accepted all Addenda to the RFP.

Please list all Addendum(s) below.

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Name of Proposer's Organization

---

Signature of Authorized Representative and Date

---

Print Name

## ATTACHMENT G – SUBCONTRACTING

The proposer is to complete the information below on all subcontractors that shall provide services to the proposer to meet the requirements of the resultant contract, should the proposer be awarded. Submission of this form does not indicate the WGCA's approval, but provides it with information on proposed subcontractors for review.

*Please complete a separate sheet for each subcontractor.*

There will be subcontractors for this solicitation YES \_\_\_\_\_ NO \_\_\_\_\_ (place a checkbox where applicable). If not, vendors are not required to complete the remainder of this form.

Service: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Currently Registered as Certified  
Minority Business Enterprise  
(CMBE), Women-Owned Business  
(WBE), or Veteran-Owned?      Yes \_\_\_\_\_      No \_\_\_\_\_

Occupational License No: \_\_\_\_\_

W-9 verification:      Yes \_\_\_\_\_      No \_\_\_\_\_

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications outlined in this solicitation.

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## ATTACHMENT H – BUSINESS EXPERIENCE

Provide the information requested below. Print and complete this form as many times as needed to demonstrate at least ten (10) years of experience in providing the same or similar services sought in this procurement. WGCA may contact the persons listed below.

In the event the proposer has had a name change since the time work was performed for a listed reference, the name under which the proposer operated at that time should be provided in the space provided for “Brief Summary of Services.”

WGCA reserves the right to contact entities stated below, and also other than those identified by the proposer, to obtain additional information regarding past performance.

Information	Experience #1
Company name	
Contact Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Brief Summary of Services	

Information	Experience #2
Company name	
Contact Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Brief Summary of Services	

Information	Experience #3
Company name	
Contact Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Brief Summary of Services	

## ATTACHMENT I – PRICE SHEET

**INSTRUCTIONS:** The blended per diem will be multiplied by the number of years in the initial term of the contract for the purposes of scoring the price section of this proposal.

In this table, Propers shall complete the cells highlighted in yellow:

(1) to indicate the per diem for up to 90% capacity (to two (2) decimal places) for program operations, which includes all administrative costs; and

(2) to indicate the per diem for more than 90% but not to exceed 100% capacity (to two (2) decimal places) for program operations.

Completion of the yellow cells will render (3) a blended per diem for calculation of the maximum payment and (4) a blended per diem for calculation of the maximum payment for the first three years of the Contract.

Pricing must not include costs for activities funded from the Privately Operated Institution Inmate Welfare Trust Fund.

Instruction Reference	Operational Level (OL)	Number of Inmates		Per Diem		Payment Days		Maximum Payment
(1)	OL1 Program Operations (includes All Administrative Costs)	Up to 90% Of 1470 1323	x		x	365	(1)	\$
(2)	OL2	Above 90% Of 1470 1470	x		x	365	(2)	\$
(3)	Blended Per Diem	OL 1 Max +OL2 Max \$ \$ -		÷1470÷365 0			(3)	
(4)	First Three Years of Contract Term	Blended Per Diem Maximum Payment x 3 years					(4)	