

**REQUEST FOR PROPOSAL 15-018  
FOR  
OPERATION OF  
THE EAST MISSISSIPPI CORRECTIONAL FACILITY**

The Mississippi Department of Corrections, hereinafter referred to as the Department, is soliciting proposals for operation of the East Mississippi Correctional Facility.

**Proposals for this service will be accepted by the Mississippi Department of Corrections via MAGIC (Mississippi's Accountability System for Government Information and Collaboration) until 10:00 a.m., September 30, 2014. A non-mandatory bidder's conference will be held on September 4, 2014 at 633 North State Street, 5th Floor. A walkthrough of the East MS Correctional Facility will occur on September 10, 2014. Completed proposals must contain the following information: the name of the Offeror, the location of the Offeror's principal place of business and, if different, the place of performance of the proposed contract, the age of the Offeror's business and average number of employees over a 3 year period, the abilities, qualifications, and experience of all persons who would be assigned to provide the required management of services and a plan giving as much detail as is practical explaining how the services will be performed.**

The Mississippi Department of Corrections reserves the right to accept or reject, in whole or in part, all proposals submitted and/or cancel this announcement. All contracts awarded shall be based upon the proposal (s) most advantageous to the Mississippi Department of Corrections, price and other factors considered. Award may be made on the basis of initial offers without negotiation. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions. All contracts are subject to the availability of funds. (See Section I, General Information, Availability of Funds, Page 3.) The following types of Proposals will be accepted:

**Background:**

The Department is seeking proposals from qualified private prison companies to operate the East Mississippi Correctional Facility (EMCF), located in Lauderdale County MS. EMCF has an

authorized inmate capacity of 1500.

## **Definitions**

**ACA** means the American Correctional Association.

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

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

**Authority** means the East Mississippi Correctional Facility Authority and/or its subcontractors.

**Contract Monitor** means the person designated by the Department pursuant to Section 47-5-1223 or the Act to monitor contracts between the State and private entities for the operation and management of correctional facilities.

**County** means Lauderdale County, Mississippi.

**Department** means the Mississippi Department of Corrections.

**Facility** means the 1,500 bed correctional facility constructed on behalf of the Authority in the County, and any expansions made to said facility from time to time.

**Facility Operator** means the private entity with whom the Authority contracts for the management and operation of the Facility.

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

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

**Inmate Day** means each 24-hour period an Inmate is admitted to the Facility, plus the first day of incarceration, but not the last.

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

**Inmate Population** means, as of a day, the total Inmate population reflected in the Midnight Strength Report will include all Inmates assigned to the Facility on such day, including Inmates held outside the Facility in connection with legal proceedings, Inmates held outside the Facility for medical purposes (during the period for which the Proposer

is responsible as provided in Medical/Dental Section hereof) and any Inmates admitted to the Facility on such day.

**Land** means the real property in the County on which the Facility is located.

**Level of Care (Mental Health)** – means a scale ranging from A – E, with a class of A requiring little to no mental health care and a class of E requiring extensive mental health care.

**Medical Class (Physical Health)** means a scale ranging from 1 – 5, with a class of 1 requiring minimal medical care and a class of 5 requiring extensive medical care.

**Per Day Inmate Rate** means the fee payable by the Department

**Proposer** means the qualified prison operator and/or medical service provider.

**Reimbursable Medical Costs** means those medical, mental health, and dental costs payable in whole or part by the State

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

**Use of Force** means force and contemplated by the ACA, adult standards, and those set forth in Section 47-5-1215 of the Act, as the same may be amended from time to time.

### **Availability of Funds**

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

### **Terms of Contract**

Upon acceptance of a proposal by the Department of Corrections, 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 five (5) years beginning on the 1st day of December 2014, and shall have the option for renewal for two (2) additional twelve (12) month periods, however, any contract extension shall be at no increase in price.

**I. SCOPE OF SERVICE – Each item in below scope of services must either be acknowledged as deliverable by the proposer or listed as an exception.**

**Inmate Housing**

The Proposer agrees to provide housing at the Facility for Inmates, as provided in the Act. In the event the Facility is expanded and/or more bed space becomes available and subject to approval by the Legislature of the State, if necessary, the Proposer and the Department may agree to house as many additional Inmates as the expansion and/or additional bed space provides. Only Department prisoners shall be housed in the Facility unless the Department shall consent otherwise.

**Assignment of Inmates**

The Department agrees to select and assign Inmates to the Facility. Simultaneously with or prior to the transfer of any Inmates to the Facility, the Department will furnish to the Proposer a Request for Residential Services in substantially the form attached hereto and the following documents:

- A. Complete information and documentation relating to the Inmate's case history and physical, mental and clinical records in the custody of the Department;
- B. Applicable judicial and administrative rulings, specifying the sentence or sentences for which the Inmate is confined;
- C. Order, including transfers, relating or pertaining to the Inmate; and
- D. Any other requested information which will assist the Proposer in performing its duties. The Proposer agrees that all Inmate records are to remain confidential and are not to be released without the approval of the Department, unless otherwise required by applicable laws, rules or regulations; and, upon release or transfer of the Inmate from the Facility, all of said Inmate records furnished by the Department will be promptly returned to the Department.

**Delivery and Release of Inmates**

Upon proper notification by the Department and receipt of an authenticated copy of the mittimus or other commitment order or any other official papers or documents authorizing confinement, the Proposer will transport the Inmate from a site designated by the Department to the Facility. Once the Proposer has received the proper court orders and/or Department documentation regarding an Inmate's release from the Facility, then the Proposer will deliver the Inmate back to a site designated by the Department.

**Capacity and Assignment of Inmates**

The capacity of the Facility is 1,500 Inmates, (the "Facility Capacity"). The Department anticipates it will house up to 160 minimum security, 100 close custody, 630 medium custody and 310 single celled inmates in this facility.

### **General Duties**

The Proposer, shall maintain and manage the Facility in compliance with applicable federal and state laws, court orders, ACA Standards and MDOC policies and procedures. If a difference exists between the above standard and/or laws, the higher standard will be followed. All official communication shall be managed according to policies to be adopted by all parties. The Proposer will confine the Inmates sent by the Department, give them reasonable and humane care and treatment, provide appropriate programs, treatment and training, supervise them and maintain discipline and control consistent with constitutional standards. The Proposer will provide no special privileges to the Inmates and shall see that the sentences of the committing court in the State are faithfully executed.

### **Admitting and Booking**

The Proposer shall be responsible for Inmates placed in the Facility. Inmates will be admitted to the Facility upon receipt of the appropriate Department documentation.

### **Safety and Emergency Procedures**

The Proposer will develop and maintain procedures to provide for emergencies such as labor disputes, riots, fire and civil disaster, and such procedures shall be subject to approval by the Department, said approval not to be unreasonably withheld. The Proposer shall operate and maintain the Facility in compliance with applicable Federal, State and local safety and fire codes and in accordance with ACA Standards.

### **Sanitation/Hygiene/Accommodations**

The Proposer will implement policies and procedures in conformity with applicable ACA Standards, regulations, laws and codes mandated by County, State and Federal governmental agencies to ensure that the Facility meets sanitation standards.

### **Recreation**

The Proposer will provide exercise and other activities in compliance with ACA Standards. The recreational program will include both indoor and outdoor activities.

### **Counseling/Mental Health**

The Proposer will provide Inmate access to counseling and mental health programs and services, including but not limited to alcohol and drug treatment programs, chaplaincy, pre-release, literacy, individual counseling, and other programs and services necessary in order to comply

with applicable ACA Standards. The counseling and mental health program will be supported by case management procedures to ensure an updated record documenting the Inmate's progress.

### **Medical/Dental**

The Department or its agents shall be responsible for any and all medical, mental health, optometry, pharmaceutical and dental expenses, including inpatient or outpatient surgery or other hospital cost/expenses.

### **Food Service**

The Proposer will provide food services in accordance with ACA Standards. At a minimum, the food service operation shall provide a meal schedule, special diets meeting medical and/or religious requirements and three (3) meals served at regular times during each twenty-four (24) hour period. There shall be no more than fourteen (14) hours between the evening meal and breakfast. The Proposer will provide for at least 2900 calories per day, per Inmate, as certified by a nutritionist for the Proposer and consistent with applicable Department policies and procedures.

### **Clothing and Laundry**

The Proposer shall furnish all Inmate clothing and replacement clothing. The Proposer will provide laundry services for the Inmates. Clothing shall be in accordance with Department rules and regulations and applicable State law.

### **Transportation**

The Proposer shall provide transportation services for the Inmates, including delivery from a site designated by the Department to the Facility, delivery from the Facility to the Department at the site designated by the Department upon release, transportation for medical needs for the first seventy-two (72) hours of an Inmate's health needs based on each occurrence, transportation of supplies to the Facility and transportation of Inmates to court appearances. The Proposer shall also provide supervision of the Inmate during court appearances in the State.

### **Inmate Canteen**

The Proposer will provide a canteen in accordance with ACA Standards and MDOC Policy. The canteen shall be operated with MDOC approval in accordance with applicable law and shall interface with the Department's Canteen System currently in place. Canteen goods shall be purchased only from MDOC approved vendors. The proceeds from the canteen shall be utilized to establish and maintain the canteen with all additional proceeds deposited in the "Inmate Welfare Fund."

### **Mail**

The Proposer will provide delivery of mail to Inmates in the Facility in compliance with ACA Standards, Department policy and procedures and applicable State and Federal laws.

### **Religion**

The Proposer will provide adequate space within the Facility for religious services to be held and provide programs in compliance with applicable ACA Standards, State and Federal laws and applicable court orders

### **Facility Supplies**

The Proposer will provide Facility supplies, which include general hygiene items, office supplies and building support items such as cleaning supplies, mops, buckets, linens, paper towels, etc.

### **Grievance Procedure**

The Proposer will provide Inmates with a means to pursue grievances in accordance with applicable State and Federal laws, Department policy and procedures and court orders. The Department will provide appropriate forms for this purpose.

### **Security and Control**

The Proposer shall provide security and control in accordance with ACA Standards and the Department's policies and procedures.

### **Visitation**

The Proposer shall provide physical space, furniture, equipment and supervision for visitation in accordance with applicable ACA Standards and Department policy and procedures. The hours and schedule of visitation for offenders shall be as approved and agreed to by the Department and the Proposer.

### **Access to Courts**

The Proposer agrees to ensure that Inmates have adequate access to the courts, consistent with applicable laws, Court orders and Department policy and procedures. The Proposer will provide Inmates access to courts by use of a legal reference center, legal Counsel, paralegals, or any combination thereof in accordance with ACA Standards.

### **Discipline**

The Proposer shall impose discipline utilizing Department policy and procedures. However, nothing herein will be construed as preventing the Proposer from enacting rules and regulations which shall be binding on the Inmates. Any disciplinary rules and regulations enacted by the Proposer shall be approved by the Department.

## **Use of Force**

The Proposer's employees are authorized to use force only in accordance with applicable laws and Department policies and procedures. Following any use of force, an incident report shall be prepared and the Department shall be notified as soon as possible by phone or facsimile. During normal business hours, the Contract Monitor shall be contacted.

## **Good Time/Gain Time**

The Proposer shall provide specific information to the Department in accordance with applicable laws and Department policies and procedures for the purpose of awarding or forfeiture of good time/gain time. The final decision on awarding or forfeiture of good time/gain time rests with the Department, although the Proposer shall be responsible for providing information as to performance and behavior of Inmates in a timely manner.

## **Sentence Computation**

The Proposer shall provide the Department with essential data and information relating to sentence computation in accordance with Department policies and procedures. The Department may furnish adjusted release dates to the Proposer on a monthly basis, but in no event less than five (5) business days prior to the adjusted release date.

## **Inmate Records and Reports**

- A. The Proposer shall maintain Inmate institutional records in accordance with the Department's record keeping practices and shall adhere to applicable court orders, Federal, State and local laws governing confidentiality. Upon request, all records, reports and documents will be made available immediately to the Contract Monitor, the Department, the Attorney General for the State or his designee, the Peer Committee and their approved employees and/or agents for review. Upon termination of confinement at the Facility, the Proposer will forward a complete copy of the Inmate's records to the Department.
- B. The Department shall furnish to the Proposer each Inmate's institutional record, medical record and such other records as the Proposer may request and/or the Department has pertaining to the Inmate. All Inmate records are to remain confidential and are not to be released without approval of the Department, unless otherwise required by applicable laws, rules or regulations.
- C. Within ninety (90) days following the receipt of an Inmate from the Department, and thereafter at six (6) month intervals, the Proposer will report to the Department on the Inmate's progress, conduct, adjustment, recommended retention at the Facility or return to the Department.

- D. The Proposer will send to the Department all incident reports within one (1) week of the incident. However, for reports involving escapes, the use of deadly force, the use of force in which an Inmate or staff is injured or which required medical treatment, major disturbances or the death of an Inmate, the Proposer will send such incident reports to the Department immediately or as soon as reasonably possible after the incident.
- E. The Proposer shall provide the Department access to its Inmate Information System and shall ensure availability for connectivity to the Department's information systems.

#### **Return of Inmates to the Department**

- A. Upon demand by the Department, the Proposer will deliver to the custody of the Department any Inmate in accordance with applicable laws of the State.
- B. Upon request by the Proposer and approval by the Department, the Department will become responsible for the care, custody and control of a specified Inmate within the Facility within five (5) working days of receiving the request, unless both parties agree to a different deadline.
- C. Any Inmate who is released by court order or is placed on probation or parole shall immediately be returned to the Department, on behalf of the State, or to such State as has agreed to take the Inmate into its care, custody and control pursuant to the Interstate Compact on Parole.
- D. Should the Proposer be required to return any Inmate to the State as the result of any action by the Legislature of the State or a State court which prevents the Inmate's confinement at the Facility, the Department shall be responsible for the cost of such transportation.

#### **Inmate Work**

- A. The Proposer will develop policies and procedures which outline and describe those Inmates who qualify to work and/or participate in programs of occupational training at the Facility, in accordance with relevant policies and procedures of the Department.
- B. Inmates shall be required to work or participate in educational or vocational programs consistent with the Department's policies and procedures. The Proposer may not require an Inmate to participate in any training, industrial or other work when said assignment is contrary to the laws of the State.
- C. The Proposer will abide by all Federal and State laws and all policies and procedures of the Department regarding the sale of Inmate goods.
- D. On-the-job certification for training programs will be included in the Inmate work program.

- E. The Proposer shall use its best efforts to cooperate in the establishment of prison enterprises by Magnolia Enterprises pursuant to the Mississippi Prison Industries Act of 1990, as amended.

### **Classification**

- A. The Proposer may administratively transfer any Inmate to a higher security level for a period not to exceed seventy-two (72) hours and any such action taken by the Proposer shall be reported immediately to the Department.
- B. The Department shall have sole responsibility and authority for the classification of Inmates, the assignment of Inmates to and the removal of Inmates from the Facility. Notwithstanding the foregoing, the Proposer shall not house any Inmate if the Department alters such Inmate's classification such that the Inmate cannot be housed by the Proposer pursuant to Section 3.5 of this Agreement.

### **Telephone Service**

It shall be the responsibility of the Department to provide telephone services for the Inmates. All profits from providing Inmate phone services shall be paid to the Department and deposited into those accounts required and specified by law.

### **Hearings**

The Proposer will provide adequate facilities for meetings and hearings by appropriate State authorities, including the Department, the Parole Board, representatives of the Mississippi Attorney General's Office and office space for legal representatives of the Department.

### **Death of an Inmate**

- A. The Proposer will complete any medical examination required by the laws of the State and/or Department policy and immediately report the death of any Inmate to the State. The Proposer shall furnish all information requested by the State Medical Examiner and/or the applicable County Coroner and shall follow the instructions of the State with regard to disposition of the body. The Proposer will, unless the Department shall agree otherwise, notify the relatives of the deceased Inmate, in compliance with Department policy and procedure.
- B. The Proposer shall not be responsible for any costs or expenses associated with the autopsy, burial, disposition or transportation related thereto of the Inmate's body.
- C. The provisions of this section shall not affect the liability of any relative or other individual legally liable for the disposition of the deceased Inmate or for any expenses in connection therewith.

- D. The Proposer will forward to the Department a certified copy of the Inmate's death certificate and the Inmate's file and medical records.

**Public Information and Publicity**

- A. The Proposer will promptly refer requests for public information to the Department's Communications Director or his/her designee.
- B. The Proposer will not release information regarding Inmates except to the extent required by applicable Federal and/or State laws or court orders.
- C. Nothing in this Section prevents legitimate use of any information regarding the Inmate by prison or law enforcement personnel in the event of an escape.

**Legal Proceedings**

- A. The State will defend any post conviction action, including appeals and writs of habeas corpus, by any Inmate challenging the underlying judgment of conviction or the calculation of the sentence imposed. The Department will be responsible for any and all costs associated with the defense of any such action.
- B. The Proposer will defend, at its expense, any actions filed against it, or any of its employees by, or related to, the Inmates. The State will defend, at its expense, any actions filed against it and/or the Proposer challenging the State's authority to transfer Inmates to the Facility or to house them at the Facility rather than another prison.

**Inspections**

The Contract Monitor, employees, agents designated by the Department, the Governor of the State, members of the Legislature of the State, and all members of the Executive and Judicial departments of the State may inspect the Facility at all reasonable times to determine if it maintains standards of care and discipline consistent with those of the Department, that all Inmates therein are treated equitably, regardless of race, religion, color, creed or national origin and that all other terms of this Agreement are being followed. The State may, at all reasonable times, investigate in person, or by record review, all incidents or reported conditions of confinement involving the Inmates. The Proposer agrees to cooperate fully with all such investigations.

**Escapes and Disturbances**

In case of an escape from the Facility, the Proposer will report the escape to the Department, the Highway Patrol and local law enforcement authorities immediately and will use all reasonable means to recapture the Inmate, at its expense. If an Inmate escapes from the Facility and is thereafter found outside of the State, it will be the responsibility of the Department to extradite the Inmate, and the reasonable actual and necessary costs associated with said extradition shall be the responsibility of Proposer. The Proposer shall reimburse the Department for reasonable

actual and necessary expenses incurred in attempting to recapture an Inmate. The Proposer will also reimburse the Department for any costs the Department incurs assisting the Proposer with disturbances at the facility to include assisting with or conducting investigations.

### **Maintenance and Modification of the Facility**

The Proposer shall, at its own expense, maintain, preserve and keep the Facility in good repair, working order and condition and shall from time to time make all repairs, replacements and improvements necessary to keep the Facility in such condition, and the Department shall have no responsibility for any such repairs, replacements or improvements. The Proposer shall implement a preventive maintenance, repair and replacement program on plumbing, electrical, mechanical, locks, locking controls, CCTV, fire protection and life and safety systems and equipment. The Proposer shall provide monthly written reports to include number of preventive and corrective work orders with associated material and parts cost. The proposer shall provide licensed and certified maintenance staff as required in accordance with the State of Mississippi Code. In addition, the Proposer, at its own expense, shall have the right (with the prior written approval of the Department) to remodel the Facility or to make additions, modifications and improvements thereto; provided, that all such additions, modifications and improvements shall thereafter comprise part of the Facility, shall be the property of the Proposer and shall be subject to the provisions of the Lease. Any additions, modifications and improvements shall not in any way damage the Facility nor cause it to be used for purposes other than those authorized under the provisions of State and Federal Law. The Facility, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value not less than the value of the Facility immediately prior to the making of such additions, modifications and improvements. The Proposer will not permit any mechanic's or other lien to be established or remain against the Facility for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by the Proposer pursuant to this Section; provided that if any such lien is established and the Proposer shall first notify the Department of the Proposer's intention to do so, the Proposer may in good faith contest any lien filed or established against the Facility, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Department shall notify the Proposer that, in the opinion of independent counsel, by nonpayment of any such item the interest of the Department in the Facility will be materially endangered or the Facility or any part thereof will be subject to loss or forfeiture, in which event the Proposer shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide the Department with full security against any such loss or forfeiture, in a form satisfactory to the Department. The Department will cooperate fully with the Proposer in any such contest, upon the request and at the expense of the Proposer.

### **Educational and Vocational Programs**

The Proposer shall provide adequate space for a minimum of five (5) programs, including but not limited to, a literacy program, a substance abuse program, a vocational program and a GED certificate level program. All classrooms shall meet the relevant criteria established by the Mississippi Department of Education. The curriculum shall meet the Mississippi Department of Education's requirements for adult basic education.

## **Contract Monitor**

A Contract Monitor shall be retained at all times while the Agreement is in effect. The Contract Monitor shall be hired by the Department and reimbursed by the Proposer (at a total cost, including salary, benefits and all expenses, of \$55,000 annually) and furnished appropriate office space at the Facility by the Proposer.

The formal monitoring process shall include but not be limited to the following activities: (1) ongoing assessment of the Facility operations; (2) daily review of unusual incidents reports (attempted escapes, major disturbances, assaults, etc.) and Inmate movement reports; (3) periodic Inmate interviews and surveys; (4) quarterly audits of Inmate records and files; (5) quarterly review of the Proposer's financial reports and program progress reports; (6) annual review of independent, qualified inspection reports which determine degree of conformance with fire, health, safety, and sanitation codes; and (7) annual comprehensive review. In conducting these activities the Contract Monitor should assess and document areas of both contract conformance and nonconformance. In instances of the latter, the Contract Monitor shall notify the Proposer of any material violations and specify the corrective action that should be taken. A follow-up inspection should assess and document the Proposer's efforts to rectify the situation.

## **Purchases**

The Proposer and the Facility Operator agree to comply with Mississippi Code Annotated Section 47-5-572. The Proposer and the Facility Operator shall not procure goods, to be used by inmates housed in Mississippi facilities, that have been manufactured using inmates in a correctional system of another state if Mississippi Prison Industries is presently manufacturing the same goods using Mississippi inmates, unless the cost of the goods and services can be procured at a price that is at least thirty percent (30%) less than the cost of the same goods and services provided by Mississippi Prison Industries Corporation.

## **Independent Contractor**

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

## **Personnel**

- A. The Proposer shall provide professional personnel to deliver twenty-four (24) hour care and supervision to Inmates, as well as administrative and support service personnel for the overall operation of the Facility, in accordance with ACA Standards. Prior to employment with the Proposer, applicants shall be subjected to a thorough background check and shall comply with Department policy and procedures relating thereto. At no

time shall the Proposer employ a person who is simultaneously employed by the Department or who is a former Department employee without advance approval from the Department, said approval not to be unreasonably withheld. Proposer shall compensate employees assigned to restrictive housing (single cell), close custody and CERT team posts an additional 20% post premium.

- B. The Proposer shall compensate correctional officers a minimum of \$10.54 per hour before any bonus or post premium is applied. The average of all correctional officer's hourly compensation shall be a minimum of \$11.00 per hour before any bonus or post premium is applied.
- C. The Proposer shall fill all vacant non-security positions within thirty (30) days or be subject to a penalty not to exceed one hundred and fifty (150%) of the hourly rate for the number of hours vacant after thirty (30) days. Any security post vacant shall be subject to a one hundred and fifty (150%) penalty of the hourly rate for any hour vacant.
- D. The Proposer and/or Facility Operator shall agree to a program of random drug screening of its employees working in the Facility.

### **Training**

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

### **Testing for Contagious Diseases**

The Proposer shall, at its expense, meet all current requirements of the State's rules, regulations, policies and procedures and mandates of the State Board of Health and policies and procedures of the State's Bureau of Preventive Health.

### **Background Check**

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

### **Compliance with Mississippi Employment Protection Act**

The Proposer represents and warrants that it will ensure its compliance with the Mississippi Employment Protection ACT (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration

Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Proposer agrees to maintain records of such compliance and, upon request of the State; to provide a copy of each such verification to the State. The Proposer further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Proposer understands and agrees that any breach of these warranties may subject the Proposer to the following: (a) termination of the Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit certification or other document granted to the Proposer by any agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the Proposer would also be liable for any additional costs incurred by the State of Mississippi due to contract cancellation or loss of license or permit.

### **Adjustments to Compensation Rates**

- A. The Department recognizes that the Proposer has entered into this Agreement to provide management services based upon current State and Federal laws, Department policies and ACA Standards in effect as of the date of this Agreement. If there are any changes in ACA Standards, Federal and State laws, government regulations, Department policy or procedures, or court orders which necessitate a change in the scope of services furnished hereunder so as to increase the cost of operating and managing the Facility or performing other services contemplated in this Agreement, the Proposer may be provided extra compensation for the additional services required. The Proposer shall provide reasonable notice in writing together with documentation or other information supporting the request for additional compensation to offset the increase in costs for furnishing the additional services. The State shall review this information, work in good faith to negotiate an appropriate adjustment mutually acceptable to both parties, pursuant to Miss. Code Ann. 47-5-1211.
- B. Pursuant to Miss. Code Ann. 47-5-1211, the costs of the operation provided hereunder, including the State's cost for monitoring such operation and payments pursuant to the Lease Agreement, must offer a cost savings of at least ten percent (10%) to the Department calculated in accordance with this code section. The Joint Legislative Committee on Performance Evaluation and Expenditure Review is required to contract bi-annually with a certified public accounting firm to establish a State inmate cost per day for a comparable State facility, which State inmate cost per day is to be certified annually and shall be used as the basis for measuring the validity of the ten percent (10%) savings. Fees payable by the Department hereunder for any year shall not exceed the maximum rate (the "Maximum Rate") which will result in a cost savings for such year of at least ten percent (10%) to the Department calculated in accordance with the 47-5-1211 and in the event that fees as provided hereunder would exceed the Maximum Rate for any period, fees for such period shall be payable hereunder at the Maximum Rate rather than at the rate or rates computed in accordance with the otherwise applicable provisions hereof.

### **Utilities: Taxes**

The Proposer shall pay all utility charges, incurred or imposed with respect to the Facility, from the operating revenues and per diem. The Proposer shall pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Facility and all property and excise taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Facility and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Facility; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Proposer shall be obligated to pay only such installments as are required to be paid during the term of the Lease as and when the same become due. The Proposer may, at the Proposer's expense and in the Proposer's name, in good faith contest any such taxes, assessment, utility and other charges and, in the event of any such contest may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Department shall notify the Proposer that in the opinion of independent counsel, by nonpayment of any such items the interest of the Department in the Facility will be materially endangered or the Facility or any part thereof will be subject to loss or forfeiture, in which event the Proposer shall promptly pay such taxes, assessments or charges or provide the Department with full security against any loss which may result from nonpayment, in form satisfactory to the Department. The Proposer shall pay any State, Federal and local taxes and utility charges required to be paid pursuant to this Section from the operating revenues and per diem.

### **Workers' Compensation and Unemployment Insurance Compensation**

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

### **Equal Employment Opportunity and Diversification**

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

### **Terminology and Definitions**

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

### **Emergency Management Plan**

The Proposer will develop and maintain policies and procedures regarding a plan for the transfer of the Facility to the Department in the event that labor disputes or any national disaster makes it

unfeasible for the Facility Operator to perform its duties. Such policies and procedures shall be subject to the approval of the Department, said approval not to be unreasonably withheld.

It shall be the responsibility of the Vendor to thoroughly familiarize themselves with the provisions within the RFP. If the Vendor wishes clarification of an issue in the RFP, the Vendor should submit the questions in writing (e-mail, Fax or letter) to:

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

All questions must be received prior to September 17, 2014, to allow MDOC to respond to the questions. A copy of all questions and responses will be sent to all Vendors receiving a copy of the RFP. MDOC will not answer any questions verbally.

The Vendor agrees to abide by the rules and regulations as prescribed herein and as prescribed by the Department or any item changed in writing by mutual agreement of both parties.

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

### **Termination**

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.

The Department reserves the absolute right to terminate this contract, in whole or in part, for the convenience of the Department 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 eighty four (84) 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

### **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**

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

### **Insurance**

- A. The Proposer shall procure and maintain continuously in effect with respect to the Facility, insurance against liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the maintenance, use or operation of the Facility or any part thereof. Such insurance shall include at least ten million dollars (\$10,000,000) of liability insurance as specifically required in Section 47-5-1219 of the Act. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.
- B. For as long as the Agreement is in effect, the Proposer shall procure and maintain continuously in effect with respect to the Facility, to the extent of the full insurable value of the Facility (other than the land and building foundations), all-risk insurance, including coverage from damage from riot, earthquake, flood (if the Facility is in a flood plain) and rain, subject only to the standard and customary exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement costs of any part thereof damaged or destroyed or to pay the applicable Purchase Price (as defined in the lease). Such all-risk insurance policy shall apply exclusively to the Facility and shall be available to repair and/or rebuild the Facility under all circumstances after the occurrence of an insured peril. Such policy shall explicitly waive any co-insurance penalty, and full payment of the proceeds of such policy up to the amount of the policy dollar limit in connection with damage to the Facility shall not, under any circumstances, be contingent on the degree of damage sustained at any other facilities owned or leased by the State or the Proposer.
- C. So long as the Agreement is in effect, the Proposer assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Facility and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of the Proposer or of third parties, and whether such property damage be to the Proposer's property or the property of others, which is proximately caused by the negligent conduct of the Proposer, its officers, employees, agents, invitees, contractors, subcontractors or guests.
- D. The Proposer shall procure and maintain continuously so long as the Agreement is in effect insurance against the interruption of business relating to the Facility in such amount as will provide sufficient moneys to pay operating, administrative and maintenance expenses during the period of such interruption of business (up to a maximum period of six (6) months) and to pay the two largest rental payments payable by the State under the Lease (exclusive of the final rental payment). The proceeds of such business interruption insurance not utilized for operating expenses shall be paid directly to the Certificate Fund held under the Trust Agreement. Such insurance shall be carried in the name of the Proposer and the Trustee as their respective interests may appear.
- E. All insurance required to be maintained by the Proposer pursuant to this Section shall be taken out and maintained with a responsible insurance company (rated "A" , by A.M. Best or in one of the two highest rating categories of Standard & Poor's Ratings Service

and Moody's Investor's Service, Inc.) organized under the laws of one of the states of the United States and qualified to do business in the State, and shall contain a provision that the insurer shall not cancel or revise coverage thereof without giving at least 30 days' prior written notice to the Proposer, the State, the Trustee and the Insurer. Said insurance shall adequately:

- (1) protect the State from actions by a third party against the Proposer and/or its employees, agents, independent contractors, subcontractors and/or its board members, or the State, as a result of an Agreement;
- (2) protect the State against any and all claims arising as a result of an occurrence during the term of an Agreement; and
- (3) assure the Facility Operator's ability to fulfill its contract with the Proposer in all respects and to assure that the Facility Operator is not limited in this ability because of financial liability which results from judgments.

### **Certificate of Insurance and Cancellation**

During the performance of the Agreement, the Proposer shall maintain the insurance described in the Insurance 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 set forth in Section 7.1, 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.

### **Books and Records**

Vendor shall retain and shall require all of its sub-Vendors to retain for inspections and audits by the state all books, accounts, reports, files and other records relating to the bidding and performance of this contract for a period of five (5) years after its completion.

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

Detailed records as discussed in the RFP and exhibits listed as a part of this RFP are to be submitted with each invoice.

### **Financial Audit**

At any time during the term of this Contract, the Vendor's or any sub Vendor's books and records are subject to audit by the Department and by any other appropriate agent of the state and federal government, to the extent that books and records relate to the performance of the contract

or subcontract.

### **Reports**

Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, 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.

### **Performance Bonds**

The successful Vendor shall furnish a Performance Bond in the amount \$ 500,000.

The Performance Bond must be filed with the Department's Deputy Commissioner of Administration & Finance within ten (10) days after the Contract award.

### **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**

The Vendor 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 Vendor's proposal.

### **Representation Regarding Gratuities**

The Vendor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

### **Acknowledgment of Amendments**

Vendor shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment sheet with the bid, identifying the amendment number and date in the space provided for this purpose on the amendment sheet. This acknowledgment must be a part of the bid package.

### **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**

The contractor shall agree to assure the confidentiality of any records obtained from the State Personnel Board as required by state and federal privacy laws. No information, documents or other material provided to or prepared by the contractor deemed confidential by MSPB pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of MSPB. Any liability resulting from the wrongful disclosure of confidential information on the part of the contractor shall rest with the contractor.

## **Proprietary Information**

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

## **E-Verify**

Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State of Mississippi due to contract cancellation or loss of license or permit.

## **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," Mississippi Code

Annotated §31-7-301, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

### **Paymode**

Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payment shall be deposited into the bank account of the Contractor's choice. The State, may at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically 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**

- A. **Order to Stop Work:** The procurement officer, may, by written order to the contractor at any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:
- (1) cancel the stop work order; or,
  - (2) terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.
- B. **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contractor price, or both, and the contract shall be modified in writing accordingly, if:
- (1) the stop work order results in an increase in the time required for, or in the contractor's properly allocable to, the performance of any part of this contract; and,
  - (2) the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

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

### **Procurement Regulations**

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 210 East Capital Street, Suite 800 Jackson, MS 39201, for inspection, or downloadable at [www.mspb.ms.gov](http://www.mspb.ms.gov).

### **Compliance with Laws**

The contractor understands that the [State] is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the contractor agrees during PSCRB Rules and Regulations (Effective 2/13/2014) the term of the agreement that the contractor will strictly adhere to this policy in its employment practices and provision of services. The 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.

### **Plan of Operation**

Explain fully your plan of operation to include, but not be limited to, recruitment, in- service training, preparation, inmate relations, sanitation, transition plan, facility planning, contingency plans and relief labor.

### **Legal Actions**

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

### **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.

## **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.

## **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 contract. However, the Department will always take advantage of price decreases.

## **Debriefing**

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the agency and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

## **Evaluation and Award**

Rejection. 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.

Award Criteria. The award will be made to the best proposal. Factors to be considered in determining the best proposal include:

- Total Cost – Bidders will submit their fee on a cost per inmate/per day basis after considering the total number of inmates to be housed at the facility and the required number of posts to be filled *(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%)*

## **II. ATTACHMENTS to the RFP**

- Request for Residential Services
- Number of inmates by medical class, level of care and security level (See Attachment A)
- Required Staffing (See Attachment B)

### **III. SUBMITTAL REQUIREMENTS**

Bid Submittal

Acknowledgement of Addendums

List of References

Proposed Plan for providing Services

List and resumes of key staff and supervisory personnel

Organizational Chart

Staffing plan

**Proposed cost per inmate/per day**



EAST MS CORRECTIONAL FACILITY  
STAFFING ANALYSIS

POSITION	DAYS COVERED	6-2 1ST SHIFT	2-10 2ND SHIFT	10-6 3RD SHIFT	Total Shift Posts
<b>SECURITY</b>					
DEPUTY WARDEN	5.00	1.00	0.00	0.00	1.00
CHIEF OF SECURITY	5.00	1.00	0.00	0.00	1.00
SECRETARY - DW	5.00	1.00	0.00	0.00	1.00
OPERATIONS LIEUTENANT	5.00	1.00	0.00	0.00	1.00
SHIFT CAPTAIN	7.00	1.00	1.00	1.00	3.00
ASST. SHIFT LIEUTENANT	7.00	1.00	1.00	1.00	3.00
UNIT 5 SERGEANT	7.00	1.00	1.00	1.00	3.00
UNIT 6 SERGEANT	7.00	1.00	1.00	1.00	3.00
UNIT MANAGERS	5.00	4.00	0.00	0.00	4.00
UTILITY SERGEANT	7.00	1.00	1.00	1.00	3.00
HOUSING SERGEANT	7.00	2.00	2.00	2.00	6.00
TRANSPORT SERGEANT	5.00	1.00	0.00	0.00	1.00
SERGEANT ARM/TOOL CONTROL/LOCKSMITH	5.00	2.00	0.00	0.00	2.00
CENTRAL CONTROL A	7.00	2.00	2.00	1.00	5.00
HOUSING CONTROL 1	7.00	1.00	1.00	1.00	3.00
HOUSING 1 FLOOR	7.00	4.00	4.00	4.00	12.00
HOUSING CONTROL 2	7.00	1.00	1.00	1.00	3.00
HOUSING 2 FLOOR	7.00	2.00	2.00	1.50	5.50
HOUSING CONTROL 3	7.00	1.00	1.00	1.00	3.00
HOUSING 3 FLOOR	7.00	2.00	2.00	1.50	5.50
HOUSING CONTROL 4	7.00	3.00	3.00	3.00	9.00
HOUSING 4 FLOOR	7.00	2.00	2.00	2.00	6.00
HOUSING CONTROL 5	7.00	1.00	1.00	1.00	3.00
HOUSING 5 FLOOR	7.00	4.00	4.00	4.00	12.00
HOUSING CONTROL 6	7.00	1.00	1.00	1.00	3.00
HOUSING 6 FLOOR	7.00	4.00	4.00	4.00	12.00
PERIMETER PATROL OFFICER	7.00	1.00	1.00	1.00	3.00
SALLY PORT *	5.00	1.00	0.00	0.00	1.00
UTILITY OFFICER * (1 POST PULL EXCEPT NIGHT)	7.00	4.00	4.00	3.00	11.00

EAST MS CORRECTIONAL FACILITY  
STAFFING ANALYSIS

POSITION	DAYS COVERED	6-2 1ST SHIFT	2-10 2ND SHIFT	10-6 3RD SHIFT	Total Shift Posts
KITCHEN OFFICER	7.00	1.00	1.00	0.00	2.00
HEALTH SERVICES OFFICER (pull)**	7.00	1.00	1.00	1.00	3.00
VISITING	2.00	5.00	0.00	0.00	5.00
R&D*	5.00	2.00	0.00	0.00	2.00
SUPPORT SERVICE	5.00	2.00	0.00	0.00	2.00
CERT Teams	7.00	4.00	3.00	3.00	10.00

<b>TOTAL SECURITY</b>		<b>67.00</b>	<b>45.00</b>	<b>41.00</b>	<b>153.00</b>
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**PROGRAMS**

Deputy Warden= Program	5.00	1.00	0.00	0.00	1.00
Director of Mental Health	5.00	1.00	0.00	0.00	1.00
Psychologist PHD	5.00	4.00	0.00	0.00	4.00
Psychologist Master Level	5.00	12.00	0.00	0.00	12.00
Mental Health Counselor	5.00	1.00	0.00	0.00	1.00
Deputy Warden= Program	5.00	1.00	0.00	0.00	1.00
Case Manager Supervisor	5.00	1.00	0.00	0.00	1.00
Case Managers	5.00	10.00	0.00	0.00	10.00
Chaplain	5.00	1.00	0.00	0.00	1.00
DW Secretary	5.00	1.00	0.00	0.00	1.00
Lead teacher	5.00	1.00	0.00	0.00	1.00
Teacher	5.00	3.00	0.00	0.00	3.00
Substance abuse Counselor	5.00	2.00	0.00	0.00	2.00
Programs Clerk	5.00	1.00	0.00	0.00	1.00
Library Clerk	5.00	1.00	0.00	0.00	1.00
Recreation Coordinator	5.00	1.00	0.00	0.00	1.00
Records Clerk	5.00	3.00	0.00	0.00	3.00
<b>TOTAL PROGRAMS</b>		<b>45.00</b>			<b>45.00</b>

**EAST MS CORRECTIONAL FACILITY  
STAFFING ANALYSIS**

POSITION	DAYS COVERED	6-2 1ST SHIFT	2-10 2ND SHIFT	10-6 3RD SHIFT	Total Shift Posts
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**ADMINISTRATION**

Warden	5.00	1.00	0.00	0.00	1.00
Administrative Assistant	5.00	1.00	0.00	0.00	1.00
Compliance Coordinator	5.00	1.00	0.00	0.00	1.00
Investigative Lieutenant	5.00	1.00	0.00	0.00	1.00
Training Lieutenant	5.00	1.00	0.00	0.00	1.00
Safety Lieutenant	5.00	1.00	0.00	0.00	1.00
IT Coordinator	5.00	1.00	0.00	0.00	1.00
Disciplinary Hearing Officer	5.00	1.00	0.00	0.00	1.00
Grievance Coordinator	5.00	1.00	0.00	0.00	1.00
Receptionists	5.00	1.00	0.00	0.00	1.00
<b>TOTAL ADMINISTRATION</b>		10.00			10.00

**FINANCE/HR**

Business Manager	5.00	1.00	0.00	0.00	1.00
HR Manager	5.00	1.00	0.00	0.00	1.00
HR Assistant	5.00	2.00	0.00	0.00	2.00
Purchasing Agent/ Buyer	5.00	1.00	0.00	0.00	1.00
Accounting Clerk	5.00	3.00	0.00	0.00	3.00
Commissary Supervisor	5.00	1.00	0.00	0.00	1.00
Mail Room Clerk	5.00	2.00	0.00	0.00	2.00
Warehouse Manager	5.00	1.00	0.00	0.00	1.00
<b>TOTAL FINANCE and HR</b>		12.00			12.00

**FOOD SERVICES**

Manager	5.00	1.00	0.00	0.00	1.00
Production Supervisor	7.00	1.00	1.00	0.00	2.00
Line Supervisor	7.00	2.00	2.00	0.00	4.00

**EAST MS CORRECTIONAL FACILITY  
STAFFING ANALYSIS**

POSITION	DAYS COVERED	6-2 1ST SHIFT	2-10 2ND SHIFT	10-6 3RD SHIFT	Total Shift Posts
<b>TOTAL FOOD SERVICE</b>		4.00	3.00	0.00	7.00

<b>MAINTENANCE/WAREHOUSE</b>					
Maintenance Manager	5.00	1.00	0.00	0.00	1.00
Maintenance Tech	5.00	4.00	0.00	0.00	4.00
Warehouse Manager	5.00	1.00	0.00	0.00	1.00
<b>TOTAL MAINTENANCE and W/H</b>		6.00			6.00

**TOTALS** 233.00