

Request for Proposal 15-033

**Drug Testing Services  
for MDOC Job Applicants and Employees**

Mississippi Department of Corrections

633 North State Street

Jackson, Mississippi 39202

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RFP Issued via MAGIC: Monday, March 23, 2015

Proposals Due via MAGIC: Friday, May 8, 2015 by 4:00 p.m. CST

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## **SECTION 2 – DEFINITIONS**

The Mississippi Department of Corrections has made every effort to make this request for proposals easy to understand. This section provides terms that are used throughout this document.

- 2.1 ACA – means the American Correctional Association.
- 2.2 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.
- 2.3 Act – means Section 47-5-941 and Sections 47-5-1211 through 47-5-1227, Mississippi Code of 1972, as amended.
- 2.4 Agency – for the purposes of this RFP “agency” shall be defined as Mississippi Department of Corrections.
- 2.5 Business - means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
- 2.6 Central Office – means MDOC’s Office located in Jackson, Hinds County, Mississippi – 633 North State Street, Jackson, MS 39202.
- 2.7 CMCF – means Central Mississippi Correctional Facility located in Pearl, Rankin County, Mississippi.
- 2.8 Contract - means all types of agreements for the procurement of services, regardless of what they may be called.
- 2.9 Contractor - means any person having a contract with a governmental body.
- 2.10 Contract Modification - means any written alteration in contract requirements, deliverables, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
- 2.11 Correctional Facilities – means the three (3) state run facilities (MSP, CMCF, and SMCI).
- 2.12 CWC – means Community Work Center.
- 2.13 Data - means recorded information, regardless of form or characteristic.
- 2.14 Day - means calendar day, unless otherwise specified.
- 2.15 Department – means the Mississippi Department of Corrections.
- 2.16 Designee - means a duly authorized representative of a person holding a superior position.
- 2.17 EMCF – means East Mississippi Correctional Facility located in Meridian, Lauderdale County, Mississippi.
- 2.18 Employee - means an individual who performs services for a governmental body by virtue of an employee/employer relationship with the governmental body.
- 2.19 Force Majeure – means the failure to perform any of the terms and conditions of the proposed contract as a result of acts of God, storm, fire, casualty, war, or national emergency.
- 2.20 Inmate – means any person committed in accordance with the applicable laws of the State and assigned to a Facility for incarceration.
- 2.21 Inmate Information System – means the software developed by the Facility Operator for use at the Facility.
- 2.22 MAGIC – means Mississippi’s Accountability System for Government Information and Collaboration.

- 2.23 MCCF – means Marshall County Correctional Facility located in Holly Springs, Mississippi.
- 2.24 May - denotes the permissive.
- 2.25 MDOC - means Mississippi Department of Corrections.
- 2.26 MDOC CMO – means Mississippi Department of Corrections Chief Medical Officer. The CMO is responsible for overseeing the health care services of all inmates.
- 2.27 MRO – means Medical Review Officer for MDOC.
- 2.28 Offeror - means an individual/business that submits a proposal in response to this Request for Proposals.
- 2.29 MSP – means Mississippi State Penitentiary located in Parchman, Sunflower County, Mississippi.
- 2.30 Procurement means buying, purchasing or otherwise acquiring any services. It also includes all functions that pertain to the obtaining of any services, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.
- 2.31 Procurement Officer - means any agency personnel duly authorized to enter into and administer contracts and make written determinations with respect thereto. The term also includes an authorized agency representative acting within the limits of authority.
- 2.32 Proposer – means the qualified drug testing service provider.
- 2.33 Purchasing Agency - means any governmental body which is authorized by regulations to enter into contracts.
- 2.34 Regulation - means a governmental body’s statement, having general or particular applicability and future effect, designed to implement, interpret, or prescribe law or policy, or describing organization, procedure, or practice requirements, which has been promulgated in accordance with the Mississippi Administrative Procedures Law, Mississippi Code Annotated §§ 24-43-1 et seq. (1972, as amended).
- 2.35 RFP – means Request for Proposals.
- 2.35.1 Respondent – means an individual/business that submits a proposal in response to this Request for Proposals.
- 2.36 Services - mean the furnishing of labor, time, or effort by a contractor, not usually involving the delivery of a specific end product other than that which is incidental to the required performance.
- 2.37 Shall - denotes the imperative.
- 2.38 SMCI – means South Mississippi Correctional Institution located in Leakesville, Greene County, Mississippi.
- 2.39 State – means the State of Mississippi and/or the Mississippi Department of Corrections, as applicable.
- 2.40 Subcontractor – For the purposes of the RFP, any person or organization with which the vendor contracts to provide a service or a product used in the implementation of the proposed services.
- 2.41 WCCF – means Wilkinson County Correctional Facility located in Woodville, Mississippi.
- 2.42 WGCF – means Walnut Grove Correctional Facility located in Walnut Grove, Leake County, Mississippi.

### **SECTION 3. NOTICE TO RESPONDENTS**

3.1 Request for Proposals

The Mississippi Department of Corrections (hereinafter “MDOC”) is hereby requesting written proposals for Drug Testing Services.

3.2 Submission of Proposals

3.2.2 Written proposals for Drug Testing Services will be accepted by the MDOC via MAGIC (Mississippi’s Accountability System for Government Information and Collaboration) until **4:00 p. m. CST, on Friday, May 8, 2015.**

3.3 General Information

3.3.1 For consideration, vendors must submit written proposals via MAGIC and proposals must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed service.

3.3.2 The Single Point of Contact for the MDOC “Drug Testing Services RFP #15-033” is Sandra Edwards, Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202. Telephone: 601-359-5206, Email: [SEdwards@mdoc.state.ms.us](mailto:SEdwards@mdoc.state.ms.us).

3.3.3 More general information concerning this RFP may be found in Section 4.

## SECTION 4. GENERAL INFORMATION

### 4.1 Purpose of RFP

- 4.1.1 The MDOC desires to establish an agreement with one qualified contractor to provide statewide drug testing services for MDOC job applicants and employees.
- 4.1.2 It is the policy of the MDOC to operate a safe and healthful work environment by maintaining a drug-free workplace. **See Exhibit A.**
- 4.1.3 The offeror agrees to abide by the rules and regulations as prescribed herein and as prescribed by the MDOC as the same now exists, or may hereafter from time-to-time be changed in writing.

### 4.2 Terms of Proposed Contract

- 4.2.1 Upon acceptance of a proposal by the MDOC, and receipt of signed contract, the successful vendor shall be obligated to deliver the stated services in accordance with the specifications in Section 5 of this RFP. The contract shall be for thirty six (36) months beginning on July 1, 2015.
- 4.2.2 The contract may be renewed at the discretion of the agency upon written notice to Contractor at least sixty (60) days prior to the contract anniversary date for a period of one (1) successive year. The total number of renewal years permitted shall not exceed two (2).

### 4.3 Type of Proposed Contract

The proposed contract that would result from this RFP is considered a “firm fixed price contract” for specific tests and activity indicated in Section 5 of this RFP.

### 4.4 Intent to Bid Form

- 4.4.1 All prospective vendors are required to submit the Intent to Bid Form (Exhibit B) to Sandra Edwards, Contracts Division Director, Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202. Telephone: 601-359-5206, Fax to 601-359-5377, or Email: [SEdwards@mdoc.state.ms.us](mailto:SEdwards@mdoc.state.ms.us).
- 4.4.2 The Intent to Bid Form must be received by no later than 4:00 p.m. CST on Friday, **April 10, 2015**.

### 4.5 Pre-Proposal Vendor Conference and Authorization Form

- 4.5.1 A Pre-Proposal Vendor Conference will be held at MDOC Central Office at 10:00 a.m. CST on Friday, April 17, 2015.
- 4.5.2 Promptness is a necessity. **COMMENTS MADE DURING THIS CONFERENCE WILL HAVE NO VALIDITY UNLESS SUBSTANTIATED IN WRITING BY THE MDOC FOLLOWING THE CONFERENCE.**
- 4.5.3 Any offeror planning to enter the correctional facilities must prepare the attached **Authorization for Release of Information Form**, Exhibit C, for each individual attending the Pre-Proposal conference. The Authorization Form for each individual attending must be submitted at the same time as the Intent to Bid Form. In other words, Exhibit B and C must be received **no later than 4 p.m. CST on Friday, April 10, 2015** by Sandra Edwards.

#### 4.6 Questions/Written Clarification to Specifications

- 4.6.1 Offerors are cautioned that any statements made by the contract or technical contract person that materially change any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposal.
- 4.6.2 If any offeror contemplating submitting a proposal under this solicitation and is in doubt as to the meaning of the specifications or anything in the RFP documents, the offeror must submit a “request of clarification” to Sandra Edwards, Contracts Division Director, Mississippi Department of Corrections. All requests for clarification must be received by Ms. Edwards at [SEdwards@mdoc.state.ms.us](mailto:SEdwards@mdoc.state.ms.us) by 4:00 p.m. CST on Friday, **April 24, 2015**.
- 4.6.3 All such requests must be made in writing and the person submitting the request will be responsible for its timely delivery.

#### 4.7 Acknowledgement of Amendments to RFP/Specifications

Offerors shall acknowledge receipt of any amendment to the RFP by signing and returning the amendment with the proposal, 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 the MDOC via MAGIC by the time and at the place specified for receipt of proposals.

#### 4.8 Procurement Schedule

DAY	DATE	TIME	PROCUREMENT TASKS
Monday	3/23/2015		Advertise in MAGIC and in Newspaper
Monday	3/30/2015		Advertise in Newspaper
Friday	4/10/2015	4 p.m. CST	Deadline for Intent to Bid and Authorization Forms for Pre-Proposal Vendor Conference
Friday	4/17/2015	10 a.m. CST	Pre-Proposal Conference at CMCF
Friday	4/24/2015	4 p.m. CST	Deadline for Vendor Questions
Friday	5/1/2015		Answers to Vendor Questions sent via email to Vendors that submitted the Intent to Bid Form and posted to MAGIC
<b>Friday</b>	<b>5/8/2015</b>	<b>4 p.m. CST</b>	<b>Deadline for Proposals via MAGIC</b>
	5/11-15/2015		*Evaluation If Evaluators request Best and Final Offer: Oral Presentations on 5/14/2015
Monday	5/18/2015		Notice of Contract Award to all Respondents
	5/18-22/2015		Debriefings, if requested by vendors
	5/18/2015 to 5/22/2015		Contract Negotiations and Discussions
Monday	5/25/2015		Memorial Day
Tuesday	5/26/2015		Submitted to the Personal Service Contract Review Board

Tuesday	6/16/2015	9 a.m.	PSCRB Monthly meeting
Wednesday	7/1/2015		Contract Begins

\*MDOC reserves the right to request **Best and Final Offers (BAFO)** from the two (2) best offerors.

#### 4.9 Rejection of Proposals

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

- 4.9.1 The proposal contains unauthorized amendments to the requirements of the RFP;
- 4.9.2 The proposal is conditional;
- 4.9.3 The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;
- 4.9.4 The proposal is received late;
- 4.9.5 The proposal is not signed by an authorized representative of the offeror;
- 4.9.6 The proposal contains false or misleading statements or references; and,
- 4.9.7 The proposal does not offer to provide all services required by the RFP.

#### 4.10 Informalities and Irregularities

- 4.10.1 The MDOC has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured.
- 4.10.2 If insufficient information is submitted by an offeror with the proposal, for the MDOC to properly evaluate the proposal, the MDOC has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

#### 4.11 Errors or Omissions

- 4.11.1 The offerors will not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions appear in the specifications, the offeror shall promptly notify the MDOC in writing of such error(s) or omission(s) it discovers.
- 4.11.2 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 proposal response is to be submitted.

#### 4.12 Disposition of Proposals

All submitted proposals become the property of the State of Mississippi.

#### 4.13 Competitive Negotiation

- 4.13.1 The procurement method to be used is that of competitive negotiation from which MDOC is seeking the best combination of price, experience and quality of service.



- 4.13.2 Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
- 4.13.3 Likewise, MDOC also reserves the right to accept any proposal 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.
- 4.14 RFP Does not Constitute Acceptance of Proposal
  - 4.14.1 The release of the Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate MDOC to execute a contract with any other party.
  - 4.14.2 MDOC reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with MDOC.
- 4.15 Exceptions and Deviations
  - 4.15.1 Offerors taking exception to any part or section of the solicitation shall indicate such exceptions in the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the offeror's intent to comply fully with the requirements as written.
  - 4.15.2 Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.
- 4.16 Non-Conforming Terms and Conditions
  - 4.16.1 A proposal that includes terms and conditions that do not conform to the terms and conditions in the Request for Proposal is subject to rejection as non-responsive.
  - 4.16.2 MDOC reserves the right to permit the offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the MDOC of non-responsiveness based on the submission of nonconforming terms and conditions.
- 4.17 Proposal Acceptance Period

Proposals shall remain binding for ninety (90) calendar days after proposal due date.
- 4.18 Expenses Incurred in Preparing Proposals

MDOC accepts no responsibility for any expense incurred by the offeror in developing, submitting, and presenting the proposal. Such expenses shall be borne exclusively by the offeror. MDOC will not provide reimbursement for such costs.
- 4.19 Trade Secrets and Proprietary Information
  - 4.19.1 The offeror/proposer should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

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

4.20 Debarment

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

4.21 Certification of Independent Price Determination

The offeror 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 offeror or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

4.22 Prospective Contractor’s Representation Regarding Contingent Fees

(To be placed in prospective Contractor’s response bid or proposal.) The prospective Contractor represents as a part of such Contractor’s proposal that such Contractor has/has not (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

4.23 MDOC, at its sole option, may temporarily or permanently withhold a portion of the payment as penalties for non-compliance with specifications in the contract. Temporary withholdings may not exceed twenty five percent (25%) of the cumulative contract payment. Permanent withholdings may not exceed fifteen percent (15%) of the cumulative contract payment. MDOC will specify the specifications that carry a penalty during the contract negotiations.

## SECTION 5. SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS

### 5.1 Location of MDOC Facilities

- 5.1.1 One contract will be awarded to one vendor to provide for drug testing services for MDOC job applicants and employees.
- 5.1.2 It shall be the responsibility of the offeror to thoroughly familiarize themselves with the provisions of these specifications. After executing the contract, no consideration will be given to any claim of misunderstanding.
- 5.1.3 The selected vendor may have to travel to MDOC facilities to conduct the services. MDOC employees are located at the facilities below:
  - 1. Mississippi State Penitentiary (MSP), 590 Parchman Road 12, Parchman, MS 38738
  - 2. Central Mississippi Correctional Facility (CMCF), 3794 Hwy 468, Pearl, MS 39208
  - 3. South Mississippi Correctional Institution (SMCI), 22689 Mississippi 63, Leakesville, MS 39451
  - 4. **Community Work Centers:**
    - a. Alcorn County Community Work Center, 2407 Norman Road, Corinth, MS 38834
    - b. Bolivar County Community Work Center, 604 Hwy 8, Rosedale, MS 38769
    - c. Forrest County Community Work Center, 112 Alcorn Avenue, Hattiesburg, MS 39401
    - d. George County Community Work Center, 156 Industrial Park Drive, Lucedale, MS 39452
    - e. Harrison County Community Work Center, 3820 8<sup>th</sup> Avenue, Gulfport, MS 39501
    - f. Jackson County Community Work Center, 1717 Kenneth Avenue, Pascagoula, MS 39567
    - g. Jefferson County Community Work Center, 101 Corrections Road, Fayette, MS 39069
    - h. Leflore County Community Work Center, 3400 Baldwin County Road, Greenwood, MS 38930
    - i. Madison County Community Work Center, 140 Corrections Drive, Madison, MS 39046
    - j. Noxubee County Community Work Center, 110 Industrial park Road, Macon, MS 39341
    - k. Pike County Community Work Center, 2015 Jesse Hall Road, Magnolia, MS 39652
    - l. Quitman County Community Work Center, 201 Camp B Road, Lambert, MS 38643
    - m. Simpson County Community Work Center, 714 Wood Road, Magee, MS 39111
    - n. Washington County Community Work Center, 1398 N. Beauchamp Ext., Greenville, MS 38703
    - o. Wilkinson County Community Work Center, 84 Prison Lane, Woodville, MS 39669

- p. Yazoo County Community Work Center, 625 W. Jefferson Street, Yazoo City, MS 39194

**5. Restitution Centers**

- a. Flowood Restitution Center, 1632 Hwy 80 E, Flowood, MS 39232
- b. Greenwood Restitution Center, 308 Hwy 7 N Rear, Greenwood, MS 38930
- c. Hinds County Restitution Center, 429 South Gallatin Street, Jackson, MS 39203
- d. Pascagoula Restitution Center, 1721 Kenneth Avenue, Pascagoula, MS 39567

**6. MDOC Central Office**, 633 North State Street, Jackson, MS 39202. Central Office Staff are also located at the following addresses:

- a. Records Division, 421 W. Pascagoula Street, Jackson, MS.
- b. Parole Board, 660 North Street, Suite 100-A, Jackson, MS
- c. Parole and Probation Officers are located throughout the state

5.1.3 Offerors are required to use the **Submission Cover Sheet – Exhibit D** – as the first page of their written proposal.

5.1.4 The contract will be awarded to the most responsive and responsible offeror found to be in the best interest of the State of Mississippi and not necessarily to the lowest price vendor.

**5.2 Minimum Vendor Requirements**

5.2.1 Must be established as a business for the past five years.

5.2.2 Must demonstrate experience providing drug testing services in the past.

5.2.3 Must provide five references from clients serviced in the past five (5) years.

5.2.4 Must provide certified financial statements reflecting capability to sustain operations for the term of the proposed contract.

5.2.5 Must be in compliance with Mississippi Code Annotated 79-4-15.01 (1972, as amended) regarding authorization to transact business in Mississippi.

**5.3 Scope of Services**

The proposed Drug Testing vendor **will administer all aspects of the employee drug testing operation, including but not limited to:**

5.3.1 Perform statewide drug testing services of MDOC job applicants and employees using Federally-mandated equipment, personnel, and methods to assure that the tests of MDOC job applicants and employees comply with applicable regulations;

1. Designated MDOC Human Resource Personnel will notify the selected vendor of perspective employees and work with the selected vendor to schedule drug testing for job applicants at a facility that is within two hours' drive time from the individual's location. For out of state applicants planning to relocate to Mississippi, the selected applicant will test at the closest facility where the selected vendor has an agreement.

2. The selected vendor must have agreements with sub-contractors/clinics where MDOC job applicants can be referred for testing.

3. Business Hours. The selected vendor must be able to provide the services Monday through Friday during normal business hours (8 a.m. to 5 p.m.).
  4. Extended Hours. This category is defined as any day of the week and at any time of the day between 5:01 p.m. and 7:59 a.m., because MDOC facilities operate 24 hours a day 365 days a year.
  5. Off Site. This category includes collection of samples and testing conducted at selected vendor site(s).
  6. On-Site. This category includes collection of samples and testing conducted at MDOC facilities.
- 5.3.2 Complete specimen collection services, including the provision of personnel trained as Breath Alcohol Technicians and Collection Site Persons, as required by Federal law;
- 5.3.3 Provide all required collection site materials and equipment;
- 5.3.4 Complete chain of custody procedures and transportation for all drug testing specimens to be tested at certified/licensed laboratories;
- 5.3.5 Complete Medical Review Officer services, including any required follow-up with employees after their test results are received; and
- 5.3.6 Provide notification of drug and alcohol testing results within 48 to 72 hours, including completing and mailing to MDOC the Controlled Substances Testing Report and the Breath Alcohol testing Report to be placed in the employee medical file;
- 5.3.7 Provide administrative support for MDOC employee Random Drug Testing Program using a MDOC employee list in Microsoft Excel format, and notify MDOC of which employees are to report for random testing;
- 5.3.8 Provide annual statistical summary reports of MDOC drug testing program;
- 5.3.9 Maintain a complete and confidential file on MDOC testing program, including forms and other documents necessary to document MDOC testing program and to maintain records for MDOC compliance with all regulations; and
- 5.3.10 Provide prompt and courteous attention to the needs of MDOC and its employees, including assistance with questions and audit inquiries, as required.
- 5.3.11 Submit a monthly invoice for payment itemizing each service performed for which individual job applicant and employee, and the charge for each test, supported by the fee computation.
- 5.4 Fee for Services
- 5.4.1 Normal pricing is for “offsite drug testing services” – meaning services are provided at offeror and/or sub-contractor office. Offerors shall enter their proposed rate for the specific tests listed below using **Exhibit E – Drug Testing Bid Sheet**.
1. Five (5) Panel Point of Care Urine Drug Screen with Adulterant
  2. Confirmation Fee for Positive Point of Care Screen
  3. Five (5) Panel Chain of Custody Drug Screen
  4. Collection Fee at a Contracted Site
  5. DOT Urine Drug Screen
  6. DOT/Non-DOT Breath Alcohol Test

7. Extended hours (8 a.m. to 7 p.m.) Monday through **Saturday**
  8. Random Drug Testing Program for MDOC Employees
  9. On-Site Fee (minimum of 25 tests): over 50 mile radius
  10. On-Site Drug Testing (MSP, CMCF, SMCI) as needed during business hours (8 a.m. to 5 p.m.) – minimum of 25 tests
  11. On-Site Drug Testing (MSP, CMCF, SMCI) as needed (extended hours 8 a.m. to 7 p.m.) – minimum of 25 tests
- 5.4.2 Offerors will propose an annual schedule for random drug testing of MDOC employees on site at each facility using **Exhibit F – Random Drug Testing Schedule & Cost Matrix**. Offeror's proposal narrative will describe the offeror's approach and methodology for accomplishment of the tasks, methods, calculation, subcontractors, etc. Using **Exhibit E - Drug Testing Bid Sheet** - offerors will offer their proposed fee for the scope of services.
- 5.5 Responsibilities of Proposed Vendor
- 5.5.1 Maintenance of all equipment and delivery methods.
  - 5.5.2 The Selected Vendor shall bear the expense of necessary repairs if they are caused by the negligence of the Selected Vendor's employees. The MDOC shall be responsible for accomplishing the repairs. Once the repairs are completed the cost of the repairs will be billed to the Selected Vendor.
  - 5.5.3 Monthly reports detailing individual drug tests, location, and invoice to be provided monthly.
  - 5.5.4 The proposed vendor shall provide random drug testing services based on the schedule proposed 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.
  - 5.5.5 Public Information and Publicity. All official communication shall be managed according to policies to be adopted by all parties. The proposed vendor will promptly refer requests for public information to the MDOC Communications Director or H/R Designee. The proposer will not release information regarding inmates or employees except to the extent required by applicable Federal and/or State laws or court orders.
  - 5.5.6 Legal Proceedings. The proposed vendor will defend, at its expense, any actions filed against it, or any of its employees or subcontractors.
  - 5.5.7 Personnel. The proposed vendor shall provide professional personnel to deliver drug testing services to MDOC job applicants and employees in compliance with applicable Federal and State laws, court orders, ACA Standards, and MOC policies and procedures.
    1. At no time shall the proposed vendor employ a person who is simultaneously employed by the MDOC, or who is a former MDOC employee without advance approval from MDOC, said approval not to be unreasonably withheld by MDOC.
    2. No proposer shall have in its employ or through contract or sub-contract any person that has been incarcerated by MDOC or has been under supervision by MDOC as a probationer, parolee or supervised under house arrest or earned release supervision, in either an adjudicated or non-adjudicated basis. No



proposal will be considered unless this requirement is acknowledged and complied with.

5.6 Responsibilities of MDOC

MDOC will be responsible for management of the following services:

- 5.5.1 Guidance to Selected Vendor in MDOC policy and procedure
- 5.5.2 Custody, Care, and Control of MDOC inmates
- 5.5.3 Structural maintenance of MDOC facilities
- 5.5.4 Security for Selected Vendor personnel in MDOC facilities

5.7 Security

- 5.7.1 The Selected Vendor shall be responsible for ensuring that all personnel comply with MDOC rules and regulations inside the facility (on-site).
- 5.7.2 All personnel entering a correctional facility will be subject to a search of their person and personal items. Such searches may be frisk searches, searches by metal detectors or searches by narcotics detection canines. Selected Vendor personnel must display MDOC issued ID cards on their person at all times when inside MDOC facilities. All Selected Vendor's personnel must be in possession of a valid identification with a recent, clear photo in order to enter a facility.
- 5.7.3 All equipment, tools supplies and materials will be subject to search or inventory at any time. Tools and materials must be carefully controlled at all times and locked when not in use.
- 5.7.4 Any attempts to introduce contraband, to assist in escape, or to have unauthorized contact with inmates or wards of a facility are prohibited and will be prosecuted under the provisions of Mississippi Code. The contractor's personnel are prohibited from bringing into or taking out of the institution any items unless specifically approved. Any interaction between the Selected Contractor's employees and an inmate/offender which assists the inmate/offender to escape is a felony and will be prosecuted.
- 5.7.5 The Selected Vendor's personnel may not deliver, receive or otherwise transfer any item (no matter how innocuous) to or from an inmate/offender (except for those items detailed as approved in the Contract resulting from this RFP) without express permission of the Warden/Superintendent or his designee.
- 5.7.6 The Selected Vendor's personnel or representatives are limited to movement to, from and within their assigned area. No contact is allowed with inmates/offenders unless expressly approved.
- 5.7.7 No person who appears to be under the influence of drugs or alcohol or who is otherwise impaired will be allowed entry into a correctional facility.
- 5.7.8 The MDOC reserves the right to deny entrance to anyone who is suspected of a breach of security for failure to follow published rules, regulations or procedures.
- 5.7.9 All Selected Vendor's personnel are required to be dressed appropriately for the duties they are performing. The Selected Contractor's personnel shall not wear clothing that bears any similarity to inmate clothing. Clothing that is short, tight-

fitting, provocative or revealing is not appropriate attire for a prison environment. Individuals so dressed will be asked to change their clothing or leave the facility.

- 5.7.10 Any mail or packages received at the facility will be searched prior to being delivered inside the security perimeter.
- 5.7.11 Any vehicle left unattended must be locked and the keys must be removed or it should be otherwise rendered inoperable. No vehicle is permitted to exit the security compound until after an institutional count has been completed. Count times vary.
- 5.7.12 The Warden/Administrator or designee has the authority to revoke a vendor employee's security clearance as deemed necessary.

## 5.8 Administrative Remedy Procedure

- 5.8.1 The MDOC Contracts Division will have primary responsibility to monitor and enforce the terms of an Agreement with the selected Vendor.
- 5.8.2 In the event liquidated damages are assessed then the MDOC Deputy Commissioner of Administration & Finance and Special Assistant Attorney General will also become involved.

### 1. Plan of Correction

In most circumstances when a deficiency or non-compliance issue is identified the preferred course of action will be to develop a Plan of Correction. The Plan of Correction will be developed by the Vendor and approved by the MDOC Contracts Division Director. The Plan of Correction will identify the deficiency, causes for the deficiency, proposed remedies for the deficiency, a specific timeline for remedies and a specific person who will be responsible for the remedy. A Plan of Correction must be completed by the Vendor for approval by the MDOC Contracts Division Director within thirty (30) days of the deficiency being identified.

### 2. Liquidated Damages

In the event a Plan of Correction is not completed and approved or the deficiency is still prevalent after the Plan of Correction has been implemented then MDOC reserves the right to assess liquidated damages. The damages will include a penalty of \$1,000 per week until the deficiency is corrected.



## SECTION 6. REQUIRED FORMAT AND CONTENTS OF PROPOSALS

### 6.1 General Instructions

#### 6.1.1 Proposals Shall Contain Minimum Information.

1. Name of offeror, location of offeror's principal place of business, and, if different, the place of performance of the proposed contract
2. The age of offeror's business and the average number of employees over the past ten (10) years;
3. Resume' listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services;
4. Listing of five (5) contracts under which services similar in scope, size, or discipline were performed or undertaken, including at least four (4) references for contracts awarded during the past three (3) years.
5. A plan giving as much detail as is practical explaining how the services will be performed; and,
6. An estimate of price.

#### 6.1.2 Offerors shall submit all information as requested in this RFP. All information must be clearly labeled and tabbed using the section titles and the order as presented below.

##### **1. Submission Cover Sheet (Exhibit D)**

The contact person will be responsible for answering any and all questions regarding the proposal.

##### **2. Table of Contents**

The Table of Contents must indicate the material included in the proposal by section and page number.

##### **3. Transmittal Letter**

A letter of transmittal must be submitted with the offeror's proposal. The letter must include:

- A. A statement of the offeror's understanding of the services required in Section 5 of this RFP, listing each subsection and indicating "agree" and/or "will comply" for Sections 5.1 through 5.8.
- B. The names of the persons who are authorized to make representations on behalf of the offeror (include their titles, addresses, and telephone numbers).
- C. A statement that the individual who signs the transmittal letter is authorized to bind the offeror to contract with the MDOC.

##### **4. Proposal Narrative**

The proposal narrative shall be organized in the same sequence as presented in this RFP. Each major section of the proposal (i.e. organizational capability, proposed plan, proposed staffing plan, quality assurance plan, references and proposed fees) shall be clearly identified.

- A. Organizational Capability of the Offeror. Include a narrative profile of the offeror's capability and experience. Use **Exhibit G** to list all "Employee Drug Testing Experience" in the past five (5) years. Prepare this section in accordance with Section 6.3.

- B. Proposed Plan to Provide Drug Testing Services. Giving as much detail as is practical explain how the services will be performed. The offeror must explain how it would provide these services to the MDOC and describe the general procedures it would use for each subsection in Section 5 of this RFP in accordance with Section 6.4.
- C. Proposed Staffing Plan. See Section 6.5
- D. Quality Assurance Plan. See Section 6.6
- E. References. Prepare a narrative section concerning references. **Use Exhibit H** to list offeror's references for Employee Drug Testing. See Section 6.7
- F. Proposed Fees. See Section 6.8
- G. Responsibilities of the Vendor. See Section 5.5
- H. Security – See Section 5.7
- I. Administrative Remedies – See Section 5.8

**5. Exhibits to Proposal Narrative**

Exhibit D – Submission Cover Sheet (page 1 of proposal)

Exhibit E – Drug Testing Bid Sheet

Exhibit F – Random Drug Testing Schedule and Cost Matrix

Exhibit G – Experience Form

Exhibit H – References Form

Exhibit I – Subcontractors Form

Exhibit J - Threshold Agreement by Vendor

Exhibit K - Proposal Exception Summary

Exhibit L - Certifications

Exhibit M - Key Staff Resumes

Exhibit N - W-9

Exhibit O - Most Recent Two Years of Certified Financial Statements

- 6.1.3 Proposals must be organized and submitted in the format set forth below in order for MDOC to conduct a uniform and objective review of all proposals. Failure to follow this format may be cause for rejection of a proposal.
- 6.1.4 Offerors shall use 12 point font in the proposal narrative. The narrative should be single spaced and have 1 inch margins.
- 6.1.5 Offerors shall address all requirements questions and provide all information that they are able. If you cannot provide the answer or information, please explain.
- 6.1.6 Offerors are required to state “agreed” or “will comply” for each subsection in Section 5 in their Transmittal Letter. If offeror has an exception, these must be stated under the required section in their proposal narrative, and then restated on the separate exception listing in **Exhibit K** - Proposal Exception Summary Form.

**6.2 Demonstration of Competency**

Proposals will only be considered from firms that are regularly engaged in the business of providing the services as described in this RFP. Offerors must be able to demonstrate a

good record of performance for the five (5) previous years, and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

### 6.3 Organizational Capability

Offerors must demonstrate to the MDOC that it is capable of providing the scope of requested services described in this RFP. Any information that can assure MDOC that the offeror understands the needs of the population, has experience with employee drug testing, is financially capable of manage this statewide project and has the ability to manage a wide range of employees and subcontractors should be presented in this section. In the Organizational Capacity section of the proposal please respond to each item listed below.

- 6.3.1 If you currently have an office in the State of Mississippi, state the address, general functions of the office and number of full time employees.
- 6.3.2 Please identify the dedicated contact person(s) for the MDOC account.
- 6.3.3 State if any officers or principals and/or their immediate family members are, or have been, employees or elected officials of the State of Mississippi within the preceding twelve (12) months.
- 6.3.4 Describe the categories of clients for which you provided employee drug testing services within the last five years in the proposal narrative. Use the Employee *Drug Testing Experience* form **Exhibit G** to list all clients.
- 6.3.5 MDOC wants to be assured that the Vendor(s) selected to provide services are financially stable and will be able to meet the contract requirements for the term of the agreement. Provide information about the financial history and capabilities of the company. Is the company publicly traded or privately held? Provide the company's certified financial statements for the last two years and include them under **Exhibit O**. Vendors with "audited" financial statements should provide them; however, at a minimum all offerors must provide Certified Financial Statements and the authorizing person must sign/certify the accuracy of the statements.
- 6.3.6 Describe your company's current general liability, professional liability insurance. Who are the insurance carriers? Have you had other liability insurance carriers within the last three years? Identify the coverage limits for each policy. The State of Mississippi expects to be named as an additional insured on your liability coverage. Please state whether or not you will name the State of Mississippi as an additional insured.
- 6.3.7 List and describe any pending lawsuits or other legal proceedings against the Vendor which pertain to any of the services or materials which are part of Vendor's proposal. Identification of lawsuits or legal proceedings shall include the date suit was filed, a brief description of the lawsuit and the current status of the lawsuit. MDOC reserves the right to request a copy of the lawsuit or legal proceedings.
- 6.3.8 The Vendor is requested to describe how it will monitor the contract to ensure that requirements of the contract are complied with.
- 6.3.9 Describe your company's experience with ACA and NCCHC accreditation standards regarding drug testing. Have you been responsible to lead the accreditation efforts at any correctional facility? How has your company assisted correctional facilities to obtain and maintain their accreditation? How does your company ensure its staff is knowledgeable about the current ACA and NCCHC standards? Has your company ever had a contract for drug testing services at a

correctional facility when that facility lost or did not renew its ACA or NCCHC accreditation? If yes, please explain.

- 6.3.10 Is your company certified as a minority vendor by the Mississippi Department of Finance and Administration? Do you plan to use subcontractors that are certified as minority vendors by the Mississippi Department of Administration and Finance?

6.4 Proposed Plan for Providing Drug Testing Services

The bidder should use this section to describe the approach it will take to deliver the required services as described in the RFP. If the Vendor intends to exceed minimal standards it should describe how it will do so.

- 6.4.1 The offeror shall describe in narrative form, how the proposed services will be conducted, listing persons/entities responsible for implementation, and describing their qualifications.
- 6.4.2 The offeror must have agreements with sub-contractors/clinics/hospitals where MDOC job applicants and employees can be referred for testing.
- 6.4.3 The offeror shall provide a narrative concerning subcontractors and tie specific tasks to sub-contractors. Indicate in the narrative which sub-contractors are considered women owned or minority owned businesses. List all proposed sub-contractors that will be used to provide the services in **Exhibit I**.
- 6.4.4 The selected vendor must be able to provide the services on-site (MDOC Facilities) and off-site. The “normal routine testing” will be conducted at offeror’s location or at the location of offeror’s subcontractors. Periodically, MDOC may request the selected vendor to provide services **on-site or offsite** for extended hours (as needed any day of the week or time of day). The offeror would be expected to explain the following:
1. The normal routine drug testing operation off-site, and
  2. The proposed operation during special occasions when services would be provided for extended hours on-site and off-site.
- 6.4.5 Offeror’s proposal should describe in narrative format all required activity in Section 5 of this RFP and if applicable, how it complies with Federal law.
- 6.4.6 Offeror’s proposal must indicate how offeror will provide all required collection site materials and equipment – off site and on site;
- 6.4.7 Proposals must describe the complete chain of custody procedures and transportation for all drug testing specimens to be tested at certified/licensed laboratories;
- 6.4.8 Proposals must describe the offeror’s proposed Medical Review Officer services;
- 6.4.9 Proposals must describe how the offeror will actually operate the proposed MDOC Random Employee Drug Testing Program, describing all methodology and procedures involved as summarized in **Exhibit F**. The selected vendor will be held responsible for implementation as presented.
- 6.4.10 Proposals may provide examples of statistical summary reports for the proposed MDOC drug testing program;
- 6.4.11 Offerors should describe how they will maintain a complete and confidential file on MDOC testing program, including technology, software, forms and other documents necessary to document offeror’s ability to operate MDOC testing program and maintain records for MDOC in compliance with all regulations; and

- 6.4.12 Proposals should explain how offeror will respond to MDOC requests for extended hours and/or other special requests.
- 6.4.13 Proposals shall address security issues and how offerors will assure that their personnel adhere to MDOC rules and regulations inside of MDOC facilities.
- 6.4.14 Proposals should describe the offeror's monthly billing process which complies with MDOC's requirements concerning privacy for each individual tested.

6.5 Proposed Staffing Plan

- 6.5.1 No proposer shall have in its employ or through contract or sub-contract any person that has been incarcerated by MDOC or has been under supervision by MDOC as a probationer, parolee or supervised under house arrest or earned release supervision, in either an adjudicated or non-adjudicated basis. No proposal will be considered unless this requirement is acknowledged and complied with.
- 6.5.2 Offeror's proposal shall address all sub-sections in Section 5 that directly deal with personnel and security.
- 6.5.3 Offeror's proposal must tie staff and contractors to performance of the tasks identified to perform the scope of services. Within this section there should be a table or chart titled "Proposed Staffing Plan." Offerors must indicate if staff or sub-contractors are hired or will be hired.
- 6.5.4 Resumes are required for all key personnel assigned to the contract including information on sub-contractors in the narrative. Provide resumes under **Exhibit M**.

6.6 Quality Assurance Plan

- 6.6.1 Offerors shall describe in narrative format how they will assure the accuracy and validity of the testing.
- 6.6.2 Offerors shall describe rules, regulations, procedures, personnel qualifications, licensing, certifications, etc., and any other factors that may convince MDOC that the offeror is capable and qualified to maintain the quality of services and the accuracy and validity of testing.

6.7 References

List three references for which you provided employee drug testing services in the last three years. Provide a full address, contact person, title, email address and telephone number for each reference. Also provide the total number of employees for which you provide drug testing services. Use the *Employee Drug Testing Services Reference* form included in **Exhibit H**.

6.8 Proposed Fees

- 6.8.1 Offerors proposal shall also provide a narrative section which justifies their pricing and requirements for providing "off-site" and "on-site" drug testing for MDOC job applicants and employees during business hours and during extended hours.
- 6.8.2 Offeror(s) shall use **Exhibit E (Bid Sheet)** to propose pricing for services for the term of the contract.

6.8.3 Offerors shall use **Exhibit F** (Random Drug Testing Schedule and Cost Matrix) to (1) prepare a proposed schedule for MDOC employee drug testing and (2) to estimate total annual cost for MDOC employee random drug testing, which would be transferred to Exhibit E. Exhibits E (Sheet 1) and F (Sheet 2) will be provided separately through MAGIC as an Excel Spreadsheet. Offeror's proposal shall contain a completed and printed Exhibit E and F as attachments to the proposal.

6.9 Threshold Agreements by Offeror

MDOC requires, without exception, the following Vendor agreements for MDOC to even consider a proposal. Vendors who do not agree to these provisions will be excluded from consideration. Further, any violation of these agreements by the selected Vendor will constitute grounds for immediate termination by MDOC with contractual penalties applied. **(See Exhibit J)**

The MDOC reserves the right to award the contract found to be in the best interest of the State and not necessarily to lowest price offeror. The MDOC also reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this request for proposal.

**Offerors are cautioned that completeness of the proposal and the organization of the proposal is critical to the MDOC's evaluation, review, and award of a contract. The MDOC looks forward to receiving your proposal.**



## **SECTION 7. EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS**

### **7.1 Qualifications of Offeror**

- 7.1.1 The offeror may be required before the award of any contract to show to the complete satisfaction of the MDOC that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner.
- 7.1.2 The offeror may also be required to give a past history and references in order to satisfy the MDOC in regard to the offeror's qualifications.
- 7.1.3 The MDOC may make reasonable investigations deemed necessary and proper to determine the ability of the offeror to perform the work, and the offeror shall furnish to the MDOC all information for this purpose that may be requested.
- 7.1.4 The MDOC reserves the right to reject any offer if the evidence submitted by, or investigation of, the offeror fails to satisfy the MDOC that the offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein.

### **7.2 Evaluation Step One**

- 7.2.1 Step One in the evaluation process will be completed by MDOC staff to determine the following.
  - 1. Did the offeror submit the Intent to Bid form to the right person on time?
  - 2. Was the proposal submitted in MAGIC on time?
  - 3. Is the proposal package in the format outlined in Section 6?
  - 4. Is the offeror 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?
  - 5. Is the Certifications, **Exhibit L** attached to the offeror's proposal?
- 7.2.2 The offerors whose proposals are in the required order and have the required content will be considered "responsive." If the answer to any of the questions above is "NO" the offeror will be considered "non-responsive" and the proposal put aside. MDOC staff will immediately notify the "non-responsive" offeror that their proposal will not be considered and why it will not be considered.
- 7.2.3 The MDOC reserves the right in its sole discretion to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of the MDOC. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements, if the party is awarded the contract.
- 7.2.4 A Log of all proposals will be maintained in MAGIC as proposals are received to include the day and time received. Proposals will not be opened publicly.

### **7.3 Evaluation Step Two**

Only those proposals which satisfactorily complete Step 1 of the evaluation process will be evaluated based on the following factors:

<b>CRITERIA FOR EVALUATION</b>	
Description of Criteria	Maximum Points
Step 1 – Proposal Format and Content	5
Step 2 – Evaluation of the Proposal Package	
<ul style="list-style-type: none"> <li>The Plan for performing the services it will provide to the MDOC in response to the specifications and requirements of this RFP and the offeror's ability to complete the contract.</li> </ul>	20
<ul style="list-style-type: none"> <li>The Ability to perform the services as reflected in the RFP by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services. The offeror must show an ability for immediate contract start-up.</li> </ul>	20
<ul style="list-style-type: none"> <li>Personnel, Equipment, Facilities, Etc. The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting.</li> </ul>	15
<ul style="list-style-type: none"> <li>Record of Past Performance. A record of past performance of similar work previously performed by the offeror on behalf of clients who have required similar services.</li> </ul>	20
<ul style="list-style-type: none"> <li>Cost. The fairness and reasonableness of the offeror's proposed fees.</li> </ul>	20
Step 3 – Oral Presentations – for clarification – only <i>if requested by evaluators</i> – 10 points	
<b>TOTAL MAXIMUM POINTS</b>	<b>100</b>

#### 7.4 Evaluation Step Three

- 7.4.1 The MDOC Commissioner, or his designee, will contact the offeror with the proposal which best meets MDOC's needs (based on factors evaluated in Step Two) and attempt to negotiate an agreement that is deemed acceptable to both parties.
- 7.4.2 If Evaluators feel that an oral presentation is necessary for clarification, the two highest scoring vendors will be scheduled for Step Three Oral Presentations. The two selected vendors may receive up to a maximum of ten (10) additional points for possible maximum evaluator points of 110 at the end of Step Three. Of course if evaluators do not request oral presentations, the maximum total points would be 100.
- 7.4.2 The method of procurement to be used is that of competitive negotiation from which the MDOC is seeking the best combination of price, experience, and quality of service. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for contract award. Likewise, the MDOC also reserves the right to accept any proposal 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.



7.5 Debriefing Request

- 7.5.1 A vendor, successful or unsuccessful, that submitted a proposal for this RFP may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission within three (3) business days of notification of the contract award, to be received by Mr. Rick McCarty, Deputy Commissioner of Administration & Finance, Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202 (601) 359-5293 (fax).
- 7.5.2 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 MDOC 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.
- 7.5.3 Unless good cause exists for delay, the debriefing should occur within five (5) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to MDOC.

## **SECTION 8. STANDARD TERMS AND CONDITIONS**

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

### **8.1 Applicable Law**

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

### **8.2 Availability of Funds**

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

### **8.3 Anti-Assignment/Subcontracting**

Contractor acknowledges that it was selected by the MDOC to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract or otherwise transfer this agreement in whole or in part without the prior written consent of the MDOC, which the MDOC may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the MDOC of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement.

Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the MDOC may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

### **8.4 Antitrust**

By entering into a contract, Contractor conveys, sells, assigns, and transfers to the MDOC all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State of Mississippi that relate to the particular goods or services purchased or acquired by the MDOC under said contract.

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

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

Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

8.6 Authority to Contract

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

8.7 Procurement Regulations

The contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

8.8 Approval

It is understood that the Contract is void and no payment shall be made in the event that the Personal Service Contract Review Board does not approve this contract.

8.9 Compliance with Laws

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

8.10 Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that MDOC is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated §§25-61-1 et seq. (1972, as amended). If a public records request is made for any information provided to MDOC pursuant to the agreement, MDOC 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.

8.11 Contractor Personnel

The MDOC shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDOC reasonably rejects staff or subcontractors, Contractor must provide replacement staff or

subcontractors satisfactory to the MDOC in a timely manner and at no additional cost to the MDOC. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

#### 8.12 E-Verification

Offeror 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. Contractor agrees to maintain records of such compliance. Upon request of the State, and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this agreement may subject Contractor to the following:

- A. Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- B. The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- C. Both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

#### 8.13 E-Payment

Offeror agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The MDOC agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the MDOC within forty-five (45) days of receipt of invoice. Miss. Code Ann. §31-7-305 (1972, as amended).

#### 8.14 Representation Regarding Contingent Fees

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

#### 8.15 Representation Regarding Gratuities

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

8.16 Change in Scope of Work

The MDOC 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 Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MDOC and Contractor.

If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the MDOC in writing of this belief. If the MDOC believes that the particular work is within the scope of the contract as written, Contractor 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.

8.17 Stop Work Order

8.17.1 Order to Stop Work. The Procurement Officer of MDOC, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

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.

8.17.2 Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

1. The stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
2. 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.

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

1.17.4 Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

8.18 Failure to Deliver

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDOC, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDOC may have.

8.19 Failure to Enforce

Failure by the MDOC at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDOC to enforce any provision at any time in accordance with its terms.

8.20 Force Majeure

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the MDOC immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the MDOC determines it to be in its best interest to terminate the agreement.

8.21 Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MDOC, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorney’s fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State’s sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State.

Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State’s concurrence, which the State shall not unreasonably withhold.

8.22 Independent Contractor Status

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the MDOC. Nothing contained herein shall be deemed or construed by the MDOC, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer



and employee, or any similar such relationship between the MDOC and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDOC or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the MDOC and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDOC; and the MDOC shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

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

#### 8.23 Insurance

Copies of insurance certificates shall be filed with the MDOC Deputy Commissioner of Administration and Finance within ten (10) days of award notice, and before the effective date of the contract. Vendor shall maintain, at their expense, the established levels of insurance as shown below for Workers' Compensation, Comprehensive General Liability and Property Insurance.

8.23.1 Workers' Compensation and Employees Liability in an amount of not less than One hundred thousand (\$100,000) dollars.

8.23.2 Comprehensive General (Public) Liability to include (but not limited to) the following:

6.10 Premises/Operation

6.11 Independent Contractors

6.12 Personal Injury

6.13 Commercial General Liability-Bodily Injury \$1,000,000.00 per occurrence

6.14 Automobile Liability - \$1,000,000 per occurrence.

8.23.3 Prior to the effective date of the contract, the successful offeror shall furnish the MDOC with an appropriately executed certificate of insurance. Such certificate shall identify the Contract and contain provisions that coverage afforded under the policies shall not be canceled, terminated or materially altered. All insurance certificates will provide coverage to the MDOC as an additional insured.

8.23.4 Failure on the part of the successful offeror to procure and maintain the required insurance and provide proof thereof to the MDOC, shall constitute a material breach of the Contract, upon which the MDOC may immediately terminate the Contract.

#### 8.24 Legal Action

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

#### 8.25 No Limitation of Liability

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

8.26 Notices

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

For Contractor:

Name, Title, Contractor, Address

For the MDOC:

Marshall Fisher, Commissioner  
Mississippi Department of Corrections  
633 North State Street  
Jackson, MS 39202

8.27 Oral Statements

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

8.28 Ownership of Documents and Work Papers

The MDOC shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDOC upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDOC and subject to any copyright protections.

8.29 Paymode

Payments by state agencies using the Mississippi Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided as directed by the State. These payments shall be deposited into the bank account of offeror's choice. The State may, at its sole discretion, require offeror to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Offeror understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

8.30 Record Retention and Access to Records

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the MDOC or any duly authorized



representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

8.31 Recovery of Money

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to MDOC, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and MDOC. The rights of MDOC are in addition and without prejudice to any other right MDOC may have to claim the amount of any loss or damage suffered by MDOC on account of the acts or omissions of Contractor.

8.32 Right to Inspect Facility

The State, may, at reasonable times, inspect the place of business of a Contractor or any subcontractors which is related to the performance of any contract awarded by the State.

8.33 State Property

Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

8.34 Termination for Convenience

8.34.1 Termination. The Procurement Officer of the MDOC may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

8.34.2 Contractor's Obligations. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the MDOC. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

8.35 Termination for Default

8.35.1 Default. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the

Procurement Officer of the MDOC may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Procurement Officer, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

8.35.2 Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

8.35.3 Compensation. Payment for completed services delivered and accepted by the MDOC shall be at the contract price. The MDOC may withhold from amounts due Contractor such sums as the Procurement Officer deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

8.35.4 Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements.

Upon request of Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

8.35.5 Erroneous Termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the

delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

8.35.6 Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

8.36 Third Party Action Notification

Contractor shall give MDOC prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

8.36 Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983”, and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.*, (1972, as amended) and Miss. Code Ann. §§ 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss Code Ann. §§ 27-104-151 *et seq.* (1972 as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public assess at <http://www.transparency.mississippi.gov>. Information identified by offeror as trade secrets, or other proprietary information, including confidential offeror information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

8.37 Unsatisfactory Work

If at any time during the contract term, the service performed or work done by Contractor is considered by MDOC to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by MDOC, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, MDOC shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

8.38 Waiver

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

## **SECTION 9. APPENDICES**

**Exhibit A**  
**MDOC Policies on a Drug-Free Work Place**  
**RFP NO. 15-033**

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MISSISSIPPI DEPARTMENT OF CORRECTIONS POLICY		DOC. 03-15
EMPLOYEE ALCOHOL-FREE WORKPLACE/ALCOHOL TESTING	ACA STANDARDS	
47-5-196	RESTRICTED	
EFFECTIVE DATE: 07-01-03	INITIAL DATE: 08-15-98	PAGE 1 OF 2

**POLICY:**

It is the policy of the Mississippi Department of Corrections (MDOC) to prohibit alcohol, its use and/or its influence on MDOC property.

**DEFINITIONS:**

Reasonable Suspicion Alcohol Test – An alcohol test necessitated by the reasonable suspicion that an employees actions, movement, speech, and/or odor have been influenced by alcohol.

Primary Breathalyzer Test – An initial alcohol detection test administered by MDOC staff on MDOC property.

Confirmation Test – A second alcohol detection test administered at an independent medical facility by independent medical personnel for the purpose of confirming or excluding the use of alcohol.

Waiver of Information – A form signed by an MDOC employee prior to the administration of a confirmation test thereby permitting the release of all test results to MDOC.

Extraordinary Circumstances – A situation where based upon the best judgement of the controlling authority, retention of an employee would endanger the public safety mission of the State and/or Agency in regards to the general public, MDOC property, employees, inmates, and/or patients.

**PRECEPTS:**

No alcoholic beverages will be brought or consumed on MDOC property for any purpose.

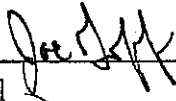
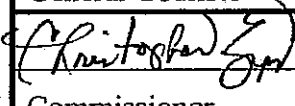
When a reasonable suspicion exist that an employee is under the influence of alcohol said employee will be subject to alcohol testing.

Any employee and/or individual that tests positive for alcohol will be subject to disciplinary procedures as established by the Mississippi State Personnel Board.

**REPORTS REQUIRED:**

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

MISSISSIPPI DEPARTMENT OF CORRECTIONS POLICY		DOC. 03-15
EMPLOYEE ALCOHOL-FREE WORKPLACE/ALCOHOL TESTING	ACA STANDARDS	
47-5-196	RESTRICTED	
EFFECTIVE DATE: 07-01-03	INITIAL DATE: 08-15-98	PAGE 2 OF 2

<b>ENFORCEMENT AUTHORITY</b>	
All SOP's and/or other directive documents related to the implementation and enforcement of this policy shall bear the signature of and be issued under the authority of the Director of Personnel and Commissioner.	
<b>Reviewed and Approved for Issuance</b>	<div>  <div>6-27-03</div> </div> <div> General Counsel <div>Date</div> </div>
	<div>  <div>06/27/03</div> </div> <div> Commissioner <div>Date</div> </div>

MISSISSIPPI DEPARTMENT OF CORRECTIONS		S.O.P. 03-15-01
EMPLOYEE ALCOHOL-FREE WORKPLACE/ALCOHOL TESTING	DIVISION: AGENCYWIDE	
	LOCATION: AGENCYWIDE	
ACA STANDARDS:	EFFECTIVE DATE: 07-01-03	
	Page 1 of 3	

1 **APPLICABILITY:**

2  
3 This procedure applies to all employees of the Mississippi Department of Corrections.

4  
5 **POLICY STATEMENT:**

6  
7 It is the policy of the Mississippi Department of Corrections (MDOC) to prohibit alcohol, its use  
8 and/or its influence on MDOC property.

9  
10 **DEFINITIONS:**

11  
12 Reasonable Suspicion Alcohol Test – An alcohol test necessitated by the reasonable suspicion that  
13 an employees actions, movement, speech, and/or odor have been influenced by alcohol.

14  
15 Primary Breathalyzer Test – An initial alcohol detection test administered by MDOC staff on MDOC  
16 property.

17  
18 Confirmation Test – A second alcohol detection test administered at an independent medical facility  
19 by independent medical personnel for the purpose of confirming or excluding the use of alcohol.

20  
21 Waiver of Information – A form signed by an MDOC employee prior to the administration of a  
22 confirmation test thereby permitting the release of all test results to MDOC.

23  
24 Extraordinary Circumstances – A situation where based upon the best judgement of the controlling  
25 authority, retention of an employee would endanger the public safety mission of the State and/or  
26 Agency in regards to the general public, MDOC property, employees, inmates, and/or patients.

27  
28 **PROCEDURES:**

29  
30 All MDOC employees staffed at Central Office, Institutions, Probation/Parole and Field Services  
31 Offices, Community Work Centers and Restitution Centers will comply with the following:

- 32  
33 • MDOC will enforce zero tolerance specific to the possession, use and/or the influence of alcohol  
34 in the work place.  
35  
36 • The controlling authorities of each MDOC facility will ensure that personnel designated to  
37 administer breathalyzer tests will be properly trained in order to ensure testing validity.  
38  
39 • All breathalyzer tests will be administered in the presence of a second staff witness.  
40  
41 • Shift Commanders, Administrative Staff and all non-security supervisory personnel will monitor



MISSISSIPPI DEPARTMENT OF CORRECTIONS		S.O.P. 03-15-01
EMPLOYEE ALCOHOL-FREE WORKPLACE/ALCOHOL TESTING	DIVISION: AGENCYWIDE	
	LOCATION: AGENCYWIDE	
ACA STANDARDS:	EFFECTIVE DATE: 07-01-03	
	Page 2 of 3	

- 42 employees for alcohol possession, its influence and/or its distinct odor as they report for duty.
- 43
- 44 • Staff will immediately report suspicious employee behavior to their supervisor, who will in turn
- 45 contact the facility's controlling authority.
- 46
- 47 • Any employee whose actions, movement, speech, and/or distinct odor evoke reasonable
- 48 suspicion of the use and/or influence of alcohol will be transported to a specified designation
- 49 within the affected facility
- 50
- 51 • Institutions - Central Security
- 52 • Central Office - Internal Audit Division (IAD)
- 53 • Community Work Centers (CWC)/Restitution Centers) - Director's Office
- 54 • Probation/Parole and Field Services - Community Corrections Associate Director (CCAD)
- 55 Office or designated FOIII
- 56
- 57 • Designated Personnel within each facility will be authorized to administer the appropriate
- 58 breathalyzer test.
- 59
- 60 • Institutions - Institutional Watch Commander or trained designee
- 61 • Central Office - IAD investigator, Deputy Commissioner or trained designee
- 62 • CWC/Restitution Center - Director, Assistant Director or trained designee
- 63 • Probation/Parole and Field Services - CCAD or designated FOIII
- 64
- 65 • If at any time an employee refuses to submit to a primary or confirmation detection test and/or
- 66 refuses to sign a *Waiver of Information* form, that employee will be immediately be suspended
- 67 under Extraordinary Circumstances and a detailed Incident Report requesting an Administrative
- 68 Review Hearing will be submitted through the chain of command.
- 69
- 70 • If the test results are negative, the employee will be permitted to resume regular duties.
- 71
- 72 • If an employee registers positive on the primary test, the designated personnel at that facility
- 73 will notify the facility's controlling authority.
- 74
- 75 • The controlling authority or designee will arrange for two staff escorts to transport any employee
- 76 with a primary test positive to an independent medical facility for confirmation testing.
- 77
- 78 • Concurrently, the controlling authority or designee will contact the Internal Audit Division in
- 79 the event that IAD may choose to accompany the suspected employee and escorts or in the event
- 80 IAD chooses to meet the employee and escorts at the independent medical facility for further
- 81 investigation. However, the facility's controlling authority will not delay the departure of the
- 82 employee and escorts for the second testing site due to the potential effects that elapsed time has

MISSISSIPPI DEPARTMENT OF CORRECTIONS		S.O.P. 03-15-01
EMPLOYEE ALCOHOL-FREE WORKPLACE/ALCOHOL TESTING		DIVISION: AGENCYWIDE
		LOCATION: AGENCYWIDE
ACA STANDARDS:		EFFECTIVE DATE: 07-01-03
		Page 3 of 3

83 on testing validity.

84

85 • The employee will be required to sign a *Waiver of Information* form prior to transport.

86

87 • If the confirmation test is again positive, the employee will be immediately suspended under  
88 Extraordinary Circumstances.

89

90 • Any employee suspended under extraordinary circumstances specific to a positive alcohol test  
91 will have their transportation home arranged for them by MDOC. Under no circumstances will  
92 the employee be allowed to drive a motor vehicle from MDOC property or from an independent  
93 medical facility.

94

95 • The employee's supervisor will forward an incident report in conjunction with all test results via  
96 their chain of command to the facility's controlling authority.

97

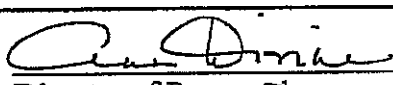
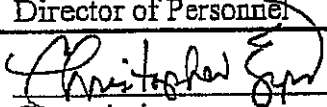
98 • The incident report will include a request for an administrative hearing.


99

100 **REPORTS REQUIRED:**

101

102 As required by this procedure and through the chain of command.

Reviewed and Approved for Issuance		<u>06/27/03</u>
	Director of Personnel	Date
		<u>06/27/03</u>
	Commissioner	Date

	<b>MISSISSIPPI DEPARTMENT OF CORRECTIONS</b>		<b>POLICY NUMBER 03-16</b>
			<b>AGENCY WIDE</b>
<b>DRUG-FREE WORKPLACE</b>		<b>INITIAL DATE 05-15-1991</b>	
<b>ACA STANDARDS: 2-CO-1C-20, 4-4063, 4-ACRS-7C-02, 4-APPFS-3C-01</b>		<b>EFFECTIVE DATE 02-01-2014</b>	
<b>DRUG-FREE WORKPLACE ACT OF 1988</b>	<b>NON-RESTRICTED</b>	<b>PAGE 1 of 3</b>	

**POLICY:**

It is the policy of the Mississippi Department of Corrections (MDOC) to operate a safe and healthful work environment by maintaining a drug-free workplace.

**DEFINITIONS:**

None.

**PRECEPTS:**

*Administration of Correctional Agencies (Central Office):* There is a written agency policy, procedure, and practice that specifies support for a drug-free workplace for all employees. This policy includes at a minimum the following:

- prohibition of the use of illegal drugs
- prohibition of possession of any illegal drug except in the performance of official duties
- the opportunities available for treatment and/or counseling for drug abuse
- the procedures to be used to ensure compliance
- the penalties for violation of the policy [2-CO-1C-20].

The Commissioner or designee will ensure procedures are established that specifies support for a drug-free workplace for all employees. The policy will be reviewed annually and will include at a minimum the following:

- Prohibition of the use of illegal drugs
- Prohibition of possession of any illegal drug except in the performance of official duties
- The opportunities available for treatment and/or counseling for drug abuse
- The procedures to be used to ensure compliance
- The penalties for violation of the policy

*Adult Correctional Institutions:* There is a written policy and procedure that specifies support for a drug-free workplace for all employees. This policy includes at a minimum the following:

- prohibition of the use of illegal drugs
- prohibition of possession of any illegal drug except in the performance of official duties
- the procedures to be used to ensure compliance
- the opportunities available for treatment and/or counseling for drug abuse
- the penalties for violation of the policy [4-4063].

<b>TITLE: DRUG-FREE WORKPLACE</b>		<b>POLICY NUMBER</b> <b>03-16</b>
<b>EFFECTIVE DATE: 02-01-2014</b>	<b>NON-RESTRICTED</b>	<b>PAGE 2 of 3</b>

*Adult Community Residential Services:* The facility implements a drug-free workplace policy. Policies specify support for a drug-free workplace and are reviewed annually and include, at a minimum, the following:

- Prohibition of the use of illegal drugs
- Prohibition of possession of any illegal drug, except in the performance of official duties
- Procedures to be used to ensure compliance
- Opportunities available for treatment and/or counseling for drug abuse
- Penalties for violation of the policy [4-ACRS-7C-02].

*Adult Probation and Parole Field Services:* The agency supports a drug-free workplace for all employees. The agency's drug-free workplace policy includes, at a minimum, the following:

- Prohibition of the use of illegal drugs
- Prohibition of possession of any illegal drugs except in the performance of official duties
- The procedures to be used to ensure compliance
- The opportunities available for treatment and/or counseling for drug abuse
- The penalties for violation of the policy [4-APPFS-3C-01].

The MDOC expects staff to arrive for work in a condition free of illegal drugs and prescription drugs obtained illegally. The unlawful manufacture, distribution, administration, use and possession of these drugs on or off the work site or while conducting official business is strictly prohibited. The Commissioner or designee may direct a MDOC employee to submit to a drug screening if there is reasonable suspicion of the use of illegal or abuse of drugs or alcohol.

Violation of one of these Group Three Offenses may result in termination of employment as regulated by the Mississippi State Personnel Board. These actions will be reported to law enforcement officials and licensing agencies when determined appropriate by the MDOC. Such referrals will be done only after consultation with the Commissioner or designee.

Only the individual for whom it was written may bring legally obtained prescriptions or medications onto the work site in the original bottle or container. Such drugs must be used only in the manner, combination and quantity prescribed, and must not impair the individual's ability to perform job responsibilities.

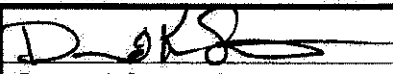
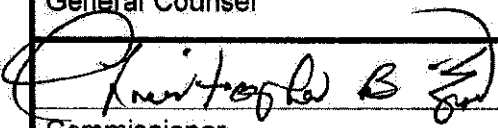
An individual must notify the Commissioner or designee of any criminal drug statute conviction no later than five (5) days after such conviction. If the convicted individual is employed in a division or subdivision receiving federal grant funds, the pertinent federal funding agency will be notified within ten (10) days after notice of such conviction. Within thirty (30) days of receiving a notice of an individual's conviction, appropriate personnel action will be taken by the MDOC.

All other illegal drug use will be reported to the Commissioner or designee by the appropriate supervisor.

Any staff who feels that he has developed an addiction or dependence on alcohol or drugs is encouraged to seek assistance. Requests for assistance will be confidential. Staff will be assisted with referrals to substance abuse assistance or rehabilitation programs.

TITLE: DRUG-FREE WORKPLACE		POLICY NUMBER 03-16
EFFECTIVE DATE: 02-01-2014	NON-RESTRICTED	PAGE 3 of 3

93 Rehabilitation itself is the responsibility of the individual. An individual seeking medical attention  
94 for alcohol or drug addiction may be entitled to benefits under the state health insurance plan.  
95  
96 Any staff of the MDOC may be granted leave to avail him of a substance abuse assistance or  
97 rehabilitation program. The department reserves the right to require certified medical statements  
98 in order to determine under what conditions individuals will be permitted to return to work.  
99  
100 Professional staff who are involved in service delivery (i.e., nurses, pharmacists, physicians),  
101 with a substance abuse problem, will be required to participate in the rehabilitation program of  
102 their respective licensure agency or an organization or agency designated or approved by that  
103 authority prior to reentry into the workplace. The MDOC reserves the right to approve any  
104 rehabilitation program.  
105  
106 Staff must abide by this policy as a condition of employment with the MDOC. Any violation of  
107 this policy may result in disciplinary action up to and including termination.  
108  
109 Policies supporting a drug-free workplace will be reviewed annually.  
110  
111 **DOCUMENTS REQUIRED:**  
112  
113 As required by this policy and through the chain of command.

ENFORCEMENT AUTHORITY	
All standard operating procedures (SOPs) and/or other directive documents related to the implementation and enforcement of this policy will bear the signature of and be issued under the authority of the Deputy Commissioner of Administration and Finance.	
<b>Reviewed and Approved for Issuance</b>	 General Counsel <span style="float: right;">11/17/2014 Date</span>
	 Commissioner <span style="float: right;">1/21/14 Date</span>

03-16 (e)



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**EXHIBIT B**  
**Vendor's Intent to Bid**  
**RFP NO. 15-033**

---

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

List the people representing your company who will attend the Pre-Proposal Vendors Conference at CMCF. Please be advised that only four representatives from your company can attend the Pre-Proposal Vendors Conference. List all persons from your company that will attend the Vendors Conference. **If the number attending is less than fifteen (15), the Pre-Proposal Conference will be moved to MDOC Central Office and all attendees will be notified via email.**

---

1. Name	Phone	Email
---------	-------	-------

---

2. Name	Phone	Email
---------	-------	-------

---

3. Name	Phone	Email
---------	-------	-------

---

4. Name	Phone	Email
---------	-------	-------

Conference/Site Visit

Persons Attending  
(write # or NA)

Vendors Conference at CMCF (**April 17, 2015 at 10:00 a.m. CST**)

\_\_\_\_\_

For other information, see Section 4 of RFP 15-033.

Please send the completed form by **April 10, 2015 to:**

Sandra M. Edwards  
Contracts Division  
Mississippi Department of Corrections  
633 North State Street  
Jackson, MS 39202  
601-359-5377 (facsimile)  
[SEdwards@mdoc.state.ms.us](mailto:SEdwards@mdoc.state.ms.us)

**\*Failure to submit this form by the above deadline will eliminate Vendor from consideration.**

**EXHIBIT C**

**COMPLETE ALL INFORMATION FOR EACH PERSON**

**AUTHORIZATION FOR RELEASE OF INFORMATION  
NCIC (National Crime Information Center) CHECK**

I hereby authorize a representative of the MS. Department of Corrections to obtain any information on my criminal history background. I understand that this check must be done before I am allowed to enter/serve at MDOC facility. I also understand that refusal to provide all necessary information may result in 1) denial of entry into a MDOC facility and 2) denial of volunteer/contract status.

1. Name (Last, First, Middle)	
2. Address (Street address) (City, State, County, Zip Code)	
3. Home Telephone Number (Area Code, Number):	
4. Aliases/Nickname:	
5. Citizenship (List the country you are a citizen of):	
6. Social Security Number:	
7. Drivers License Number & State Issued:	
8. Date of Birth (Month, day, year):	
8a. Sex:	8b. Race:
8c. Height:	8d. Weight
8e. Color of Eyes:	8f. Color of Hair:
9. Place of Birth (City, State, County), (List city, county and country if outside the U.S.A.)	
10. The above listed information is true and correct. Applicant's Signature	10a. Date

***PRIVACY ACT NOTICE***

**Authority for Collecting Information:** E.O. 10450; 5 USC 1303; 42 USC 2165 and 2455; 22 USC 2585 and 2519; and 5 USC 3301



**Exhibit D**  
**Submission Cover Sheet**  
**RFP NO. 15-030**

Legal Name of Company: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Website: \_\_\_\_\_

SAAS Vendor Code: \_\_\_\_\_ or W-9 is attached \_\_\_\_\_

Legal Form of Company (check all that apply):

\_\_\_\_ Corporation

\_\_\_\_ LLC

\_\_\_\_ Private Not-For-Profit

\_\_\_\_ Private For-Profit

\_\_\_\_ Government

\_\_\_\_ Other

State of Domicile: \_\_\_\_\_ Year Organized: \_\_\_\_\_ FEIN: \_\_\_\_\_

List the contact person for your proposal. This person should also be the contact for questions and/or clarifications.

Person's Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Email: \_\_\_\_\_

By submitting a proposal and signing in the space indicated below, Vendor certifies that the company represented in the proposal acknowledges and accepts the terms and conditions outlined in this Request for Proposal (RFP). Vendor further certifies that the company represented here is an authorized provider in good standing of the products / services included in this proposal.

\_\_\_\_\_  
**Original Signature of Officer in Bind of Company / Date**

Name (typed or printed) \_\_\_\_\_

Title \_\_\_\_\_

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

**Exhibit E**  
**Drug Testing Bid Sheet**  
**RFP NO. 15-033**

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EXHIBIT E									
BID SHEET FOR DRUG TESTING									
Onsite at MDOC Facilities (MSP, CMCF, SMCI)									
Regular Hours = 8 a.m. to 5 p.m.									
Extended Hours = 8 a.m. to 7 p.m.									
FEE CATEGORIES									
			Off Site Regular Hours	Off Site Extended Hours	On-Site Regular Hours	On-Site Extended Hours			
Five (5) Panel Point of Care Urine Drug Screen with Adulterant	Price per test	\$ -	\$ -	\$ -	\$ -	\$ -			
Confirmation Fee for Positive Point of Care Screen	Price per test	\$ -	\$ -	\$ -	\$ -	\$ -			
Five (5) Panel Chain of Custody Drug Screen	Price per test	\$ -	\$ -	\$ -	\$ -	\$ -			
Collection Fee at a Contracted Site	Price per test	\$ -	\$ -	\$ -	\$ -	\$ -			
DOT Urine Drug Screen	Price per test	\$ -	\$ -	\$ -	\$ -	\$ -			
DOT/Non-DOT Breath Alcohol Test	Price per test	\$ -	\$ -	\$ -	\$ -	\$ -			
Onsite Fee (min of 25 tests): over 50 mile radius	Price per test	XXXXXXXX	XXXXXXXX	XXXXXXXX	\$ -	\$ -			
Random Drug Testing Program - See Exhibit	Annual Calc.	\$ -	\$ -	\$ -	\$ -	\$ -			
<b>TOTALS</b>		\$ -	\$ -	\$ -	\$ -	\$ -			

**Exhibit F**  
**Random Drug Testing Schedule and Cost Matrix**  
**RFP NO. 15-033**

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# EXHIBIT F

## ANNUAL EMPLOYEE RANDOM DRUG TESTING SCHEDULE AND COST MATRIX

OFFSITE TESTING - REGULAR BUSINESS HOURS																	
Division	Tot. Test Empl. Percentage	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	April	May	Jun	Total # Tested	Rate Per Test Fee	Travel	Est. Cost
MSP	1060 42%	1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	\$ 60
CMCF	575 42%	1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	\$ 60
SMCI	425 42%	1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	\$ 60
Comm. Corr	550 43%	1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	\$ 60
Restitution	4 43%	1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	\$ 60
Central Office	250 43%	1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	\$ 60
TOTALS	2864	6	6	6	6	6	6	6	6	6	6	6	6	72	\$ 30	\$ -	\$ 360

## ANNUAL EMPLOYEE RANDOM DRUG TESTING SCHEDULE AND COST MATRIX

OFFSITE TESTING - EXTENDED HOURS																	
Division	Tot. Test Empl. Percentage	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	April	May	Jun	Total # Tested	Rate Per Test Fee	Travel	Est. Cost
MSP	1060 42%	1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	\$ 60
CMCF	575 42%	1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	\$ 60
SMCI	425 42%	1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	\$ 60
Comm. Corr	550 43%	1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	\$ 60
Restitution	4 43%	1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	\$ 60
Central Office	250 43%	1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	\$ 60
TOTALS	2864	6	6	6	6	6	6	6	6	6	6	6	6	72	\$ 30	\$ -	\$ 360

# ANNUAL EMPLOYEE RANDOM DRUG TESTING SCHEDULE AND COST MATRIX

## ONSITE TESTING - REGULAR BUSINESS HOURS

Division	Tot.	Test	Empl. Percentage	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	April	May	Jun	Total # Tested	Rate Per Test	Travel Fee	Est. Cost
MSP	1060	42%		1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	60
CMCF	575	42%		1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	60
SMCI	425	42%		1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	60
Comm. Corr	550	43%		1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	60
Restitution	4	43%		1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	60
Central Office	250	43%		1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	60
TOTALS	2864			6	6	6	6	6	6	6	6	6	6	6	6	72	\$ 30	\$ -	360

# ANNUAL EMPLOYEE RANDOM DRUG TESTING SCHEDULE AND COST MATRIX

## ONSITE TESTING - EXTENDED HOURS

Division	Tot.	Test	Empl. Percentage	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	April	May	Jun	Total # Tested	Rate Per Test	Travel Fee	Est. Cost
MSP	1060	42%		1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	60
CMCF	575	42%		1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	60
SMCI	425	42%		1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	60
Comm. Corr	550	43%		1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	60
Restitution	4	43%		1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	60
Central Office	250	43%		1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 5	\$ -	60
TOTALS	2864			6	6	6	6	6	6	6	6	6	6	6	6	72	\$ 30	\$ -	360

**Exhibit G**  
**Drug Testing Services Experience**  
**RFP NO. 15-033**

---

MDOC wants to understand the full array of drug testing services the Vendor has provided recently. Please list all clients for which you have provided drug testing services within the last three years.

Client/Government Agency	Contract Dates	Array of Services	# Employees



**Exhibit H**  
**Drug Testing References**  
**RFP NO. 15-033**

---

Provide three (3) references for which your company has provided drug testing for employees of correctional agencies in the past, or currently provides drug testing services for correctional agencies. MDOC intends to contact these references prior to executing a final contract with the selected Vendor.

1. Corrections Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_  
Number of Employees Served: \_\_\_\_\_ Contract Dates: \_\_\_\_\_
  
2. Corrections Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_  
Number of Employees Served: \_\_\_\_\_ Contract Dates: \_\_\_\_\_
  
3. Corrections Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_  
Number of Employees Served: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

**Exhibit I**

**Subcontractors  
RFP NO. 15-033**

---

List all subcontractors the Vendor intends to use to fulfill the obligations and expectations of providing drug testing services of MDOC employees and job applicants.

1. Company: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Services to be Provided: \_\_\_\_\_  
\_\_\_\_\_

2. Company: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Services to be Provided: \_\_\_\_\_  
\_\_\_\_\_

3. Company: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Services to be Provided: \_\_\_\_\_  
\_\_\_\_\_

**Exhibit J**

**Threshold Agreement by Vendor  
RFP NO. 15-033**

---

MDOC requires, without exception, the following Vendor agreements for MDOC to even consider a proposal. Vendors who do not agree to these provisions will be excluded from consideration. Further, any violation of these agreements by the selected Vendor will constitute grounds for immediate termination by MDOC with contractual penalties applied.

**Vendor must initial by each item below to signify their understanding of the Threshold Agreement and their willingness to comply.**

1. Although this contract is based on a fixed payment arrangement the underlying expenses incurred by the Vendor(s) can affect the success of the contract. MDOC requires full disclosure of expenses of the contract(s) each month. Vendor(s) must provide 100% disclosure of all expenses associated with the contract, including cost allocations. Do you agree? \_\_\_\_\_  
YES \_\_\_\_\_ NO
  
2. Vendor must agree to allow MDOC or its authorized representative, including State of Mississippi auditors or Mississippi Joint Legislative Committee on Performance, Evaluation and Expenditure Review to inspect the books or audit the books of account for any related companies at least annually for which there is a cost allocation or charge to the contract, whether paid by MDOC or not. The Vendor's contract which such related organizations must contain a provision allowing such inspection or audit. Do you agree?  
\_\_\_\_\_ YES \_\_\_\_\_ NO
  
3. MDOC does not expect that any information about operational matters or processes under this contract will be proprietary so as to prohibit disclosure to MDOC officials acting in their authority to oversee this contract. The Mississippi Attorney General will have final authority to rule whether the Vendor's request to have an item ruled proprietary is justified or not. Do you agree?  
\_\_\_\_\_ YES \_\_\_\_\_ NO
  
4. MDOC has listed certain reports and data that are required to be provided periodically. It is the intent of MDOC to use information submitted by the Vendor to develop financial penalties related to non-performance in key operational areas. The specific factors upon which to base the penalties and the related computations will be negotiated during the final award phase. Failure to provide required data for more than sixty (60) days after an MDOC demand letter will result in grounds for termination of the contract. Do you agree to provide such reports and data and be subject to penalties for non-performance?  
\_\_\_\_\_ YES \_\_\_\_\_ NO

---

**Exhibit K**  
**Proposal Exception Summary**  
**RFP NO. 15-033**

---

The Vendor is responsible to meet all of the requirements and specifications described in the RFP. In accordance with Section 5 of the RFP in the event a Vendor anticipates it will be unable to comply with any requirement, standard or expectation then it must identify this exception on the *Proposal Exception Summary* form. Use the table below to specify any exceptions that are being requested. If the Vendor is awarded the contract resulting from this RFP only those exceptions accepted by MDOC, as demonstrated by the signature of a MDOC authorized representative in the fourth column, will be allowed.

MDOC RFP Reference  (Reference specific RFP section which exception is taken)	Vendor Proposal Reference  (Page, section, items in Vendor's proposal where exception is explained)	Brief Explanation of Exception  (Short description of exception being made)	MDOC Acceptance (sign here only if accepted)

**Exhibit L**

**CERTIFICATIONS  
RFP 15-033**

**PROSPECTIVE CONTRACTOR'S REPRESENTATION  
REGARDING CONTINGENT FEES**

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

**CONSULTANT/LOBBYIST**

Please list any consultant(s) or lobbyist(s) that has/have been engaged in reference to this RFP.

Name/Address/Phone: \_\_\_\_\_

\_\_\_\_\_

Name/Address/Phone: \_\_\_\_\_

\_\_\_\_\_

Name/Address/Phone: \_\_\_\_\_

\_\_\_\_\_

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

**The prospective contractor** 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 offeror or competitor relating to those prices, the  
intention to submit a bid, or the methods or factors used to calculate the prices bid.

**DEBARMENT**

**The prospective contractor** 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.

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Company Representative**

**Exhibit M**  
**Key Staff Resumes**  
**RFP NO. 15-033**

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**Exhibit N**  
**W-9**  
**RFP NO. 15-033**

---



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>2</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>2</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>2</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>1</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Exhibit O**  
**Most Recent Two Years of Certified Financial Statements**  
**RFP NO. 15-033**

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