

Invitation for Bids 16-004

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

Mississippi Department of Corrections

633 North State Street

Jackson, Mississippi 39202

Contact Person: Alberta Reynolds

Office: 601-359-5339

Fax: 601-359-5695

IFB Issued via MAGIC: August 21, 2015

Bids Due via MAGIC: September 18, 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 Invitation for Bids (IFB) 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 (3rd 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 bid packet in response to this Invitation for Bids.
- 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 bid packet in response to this Invitation for Bids.
- 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 IFB, 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 Invitation for Bids

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

3.2 Submission of Bids

3.2.2 Written bids 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, September 18, 2015.**

3.3 General Information

3.3.1 For consideration, vendors must submit written bids via MAGIC and bids 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 IFB #16-004” is Alberta Reynolds, Human Resource Department, Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202, Email: AREYNOLDS@mdoc.state.ms.us or Telephone: 601-359-5339.

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

SECTION 4. GENERAL INFORMATION

4.1 Purpose of IFB

- 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 bid 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 IFB. The contract shall be for thirty-six (36) months beginning on November 18, 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 IFB is considered a “firm fixed price contract” for specific tests and activity indicated in Section 5 of this IFB.

4.4 Vendor Intent to Bid Form and Vendor Questions

- 4.4.1 The Intent to Bid Form – **Exhibit B** - is due to the Single Point of Contact no later than **Thursday, September 10, 2015 by 10:00 a.m. CST**. The form may be submitted by email or by fax to Alberta Reynolds.
- 4.4.2 Offerors are cautioned that any statements made by the contract or technical contract person that materially change any portion of the IFB shall not be relied upon unless subsequently ratified by a formal written amendment to the IFB.
- 4.4.3 Any and all questions or requests for clarification concerning the IFB must be submitted by email or fax to Alberta Reynolds, Human Resource Department, Mississippi Department of Corrections, and questions must be received by Ms. Reynolds at AREYNOLDS@mdoc.state.ms.us by 10:00 a.m. CST on Thursday, **September 10, 2015**.
- 4.4.4 All such requests must be made in writing and the person submitting the request will be responsible for its timely delivery.

4.5 Acknowledgement of Amendments to IFB/Specifications

Offerors shall acknowledge receipt of any amendment to the IFB by signing and returning the amendment with the bid packet, by identifying the amendment number and date in the

space provided for this purpose on the Bid Form, or by letter. The acknowledgment must be received by the MDOC via MAGIC by the time and at the place specified for receipt of bids.

4.6 Procurement Schedule

DAY	DATE	TIME	PROCUREMENT TASKS
Friday	8/21/2015		Advertise in MAGIC and in Newspaper
Friday	8/28/2015		Advertise in Newspaper
Thursday	9/3/2015	10 a.m. CST	Deadline for Vendor Questions
Friday	9/4/2015		Answers to Vendor Questions sent via email and Q & A posted to MAGIC RFx
Friday	9/18/2015	4 p.m. CST	Deadline for Bid Packets via MAGIC
	9/21-25/2015		*Evaluation If Evaluators request Best and Final Offer: Oral Presentations on 9/25/2015
Monday	9/28/2015		Notice of Contract Award to all Respondents
	10/5-9/2015		Debriefings, if requested by vendors
	10/1-16/2015		Contract Negotiations and Discussions
Monday	10/19/2015		Submitted to the Personal Service Contract Review Board
Tuesday	11/17/2015		PSCRB Monthly meeting
Wednesday	11/18/2015		Contract Begins

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

4.7 Deadline for Bid Packets

4.7.1 Written bid packets are due and must be “released” in MAGIC on, or before, Friday, September 18, at 4:00 p.m. Bid Forms will be read aloud at 4:15 p.m. at 633 North State Street, Jackson, MS 39202.

4.7.2 A vendor’s bid packet placed in a “saved” status in MAGIC shall not be considered as submitted. Bid packets must be “released” in order for MDOC to receive and/or have access to the bid packet.

4.7.3 Vendors that “do/did not submit” bids in MAGIC shall not be allowed an opportunity to submit their bid at a later date after the deadline for bids.

4.8 Submission Requirements

4.8.1 Bidders’ bid packet must be uploaded into MAGIC.

4.8.2 The Bid Cover Sheet must be completed and signed by an authorized representative of the offeror.

- 4.8.3 Timely submission of the bid packet in MAGIC is the responsibility of the bidder.
 - 4.8.4 MAGIC will maintain a log of vendors that “submitted” their bids on time. The time and date of receipt of the bid packet will be indicated in MAGIC.
 - 4.8.5 Each page of the bid packet must be numbered, and all attachments shall be identified with the name of the bidder.
 - 4.8.6 Failure to submit a bid on the Bid Form provided in the IFB will be considered cause for rejection of the bid. Modifications or additions to any portion of the Bid Form may be cause for rejection of the bid. The Bid Form must be signed by an authorized representative of the offeror.
 - 4.8.7 MDOC reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications, or additions, as nonresponsive.
 - 4.8.8 As a precondition to bid acceptance, the MDOC may request the bidder to withdraw or modify those portions of the bid packet deemed nonresponsive that do not affect quality, quantity, price, or delivery of the service.
 - 4.8.9 Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (*Miss. Code Ann.* § 25-61-1, et. seq.), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.
- 4.9 Bid Acceptance
- 4.9.1 Upon submission of bid packets in MAGIC, bids shall be unconditionally accepted without alteration or correction.
 - 4.9.2 The Bid Form shall be read aloud in the presence of one or more witnesses at the time and place designated in the IFB.
 - 4.9.3 The name of each bidder shall be recorded.
 - 4.9.4 The amount of each bid and such other relevant information as may be specified may be recorded.
 - 4.9.5 The record and each bid shall be open to public inspection after contract award by MDOC and review/process by the Personal Service Contract Review Board.
- 4.10 Correction or Withdrawal of Bids; Confirmation of Bid
- 4.10.1 A bid submitted with inadvertent errors may be withdrawn by the bidder in MAGIC, corrected, and re-submitted in MAGIC, before the submission/IFB deadline.
 - 4.10.2 At the bid opening, if bidder is present, bidder may be allowed to “withdraw” their bid only if MDOC allows bidder to do so at the bid opening.
 - 4.10.3 After the bid opening, no changes in bid prices or other provisions of bids shall be permitted unless MDOC staff determines that there may be an inadvertent error in the bid.

- 4.10.4 After the bid opening, if MDOC staff realizes there may be an inadvertent error in the bid, MDOC staff may contact bidder in writing and request that the bidder “confirm the bid.”
1. Situations in which MDOC staff should request confirmation include:
 - a. Obvious, apparent errors on the face of the Bid Sheet, or
 - b. A bid is unreasonably lower than the other bids submitted.
 2. If the bidder alleges a mistake, the bid may be corrected or withdrawn under the following conditions:
 - a. **Minor Informalities.** Minor informalities are matters of form, rather than substance, evident from viewing the bid form such as a typographical error, or
 - b. Insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible.
 - c. If there is an obvious typographical error, the bid shall not be withdrawn, it shall be corrected on the intended correct bid form.
 - d. If there is an obvious mathematical error, the bid shall not be withdrawn, it shall be corrected on the intended correct bid form.
 3. The Procurement Officer shall waive such informalities, or allow the bidder to correct them depending on which is in the best interest of the State.
 4. Other examples of minor informalities include:
 - a. The failure of the bidder to sign the bid packet, only if the unsigned bid is accompanied by other material indicating the bidder’s intent to be bound; or
 - b. The failure of the bidder to sign the acknowledgement of an amendment to the IFB, but only if it is clear from the bid that the bidder received the amendment and intended to be bound by its terms; or the amendment involved had a negligible effect on price, quantity, quality, or delivery.
 5. The low bidder may be permitted to withdraw a low bid after the bid opening if the following conditions are met:
 - a. The bid is submitted in good faith;
 - b. The price bid is substantially lower than those of other bidders because of a mistake;
 - c. The mistake is a clerical error, not an error of judgment; and,
 - d. Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.
 6. To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the MDOC Single Point of Contact of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the MDOC all original work papers, documents, and other materials used in the preparation of the bid.
 7. A bidder may also withdraw a bid, **prior to the time set for the opening of bids**, by simply making a request in writing to the MDOC Single Point of Contact. No explanation is required.

4.11 Technical Difficulty

- 4.11.1 If vendors need assistance with MAGIC, they are required to request assistance through the MAGIC Help Desk. See **Exhibit C** to this IFB for information on how to access MAGIC and/or register in MAGIC. Vendors should submit bid packets as PDF Files through MAGIC as early as possible. MDOC will only have access to bid packets after the submission deadline.
- 4.11.2 Any technical difficulties a vendor may experience while trying to submit their bid will be handled by the MAGIC Help Desk.
- 4.11.3 If bids are not submitted to MDOC in MAGIC by the submission deadline, the bids are considered “not submitted” and the vendor shall not be considered for the proposed contract(s) that may result from this IFB.

4.12 Rejection of Bids

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

- 4.12.1 The bid sheet contains unauthorized amendments to the requirements of the IFB;
- 4.12.2 The bid packet contains conditional statements – For Example: vendor states will submit financial statements if vendor receives a contract;
- 4.12.3 The bid packet is incomplete or contains irregularities which make the bid indefinite or ambiguous;
- 4.12.4 The bid packet is not “released” in MAGIC;
- 4.12.5 The bid packet is not signed by an authorized representative of the offeror;
- 4.12.6 The bid packet contains false or misleading statements or references;
- 4.12.7 The bid packet does not offer to provide all services required by the IFB; and,
- 4.12.8 The bid packet does not contain all the required attachments.

4.13 Informalities and Irregularities

- 4.13.1 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.
- 4.13.2 If insufficient information is submitted by an offeror with the bid packet, for the MDOC to properly evaluate the bid packet, 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.

4.14 Errors or Omissions

- 4.14.1 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.

4.14.2 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 bid response is to be submitted.

4.15 Disposition of Bid Packets

All submitted bid packets become the property of the State of Mississippi.

4.16 IFB Does not Constitute Acceptance of Bid

4.16.1 The release of the IFB 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.

4.16.2 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.

4.17 Exceptions and Deviations

4.17.1 Offerors taking exception to any part or section of the solicitation shall indicate such exceptions in the bid packet and exceptions 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.

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

4.18 Non-Conforming Terms and Conditions

4.18.1 A bid packet that includes terms and conditions that do not conform to the terms and conditions in the IFB is subject to rejection as non-responsive.

4.18.2 MDOC reserves the right to permit the offeror to withdraw nonconforming terms and conditions from its bid packet prior to a determination by the MDOC of non-responsiveness based on the submission of nonconforming terms and conditions.

4.19 Bid Acceptance Period

Bids shall remain binding for ninety (90) calendar days after bid due date.

4.20 Expenses Incurred in Preparing Bids

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

4.21 Trade Secrets and Proprietary Information

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

4.21.2 Each page of the bid packet 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.

4.22 Debarment

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

4.23 Certification of Independent Price Determination

The offeror certifies that the prices submitted in response to the IFB 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.

4.24 Prospective Contractor’s Representation Regarding Contingent Fees

(To be placed in prospective Contractor’s response bid or bid packet.) The prospective Contractor represents as a part of such Contractor’s bid packet 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.

4.25 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 Corrections:**
 - 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 8th 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
- q. Flowood Restitution Center, 1632 Hwy 80 E, Flowood, MS 39232
- r. Greenwood Restitution Center, 308 Hwy 7 N Rear, Greenwood, MS 38930
- s. Hinds County Restitution Center, 429 South Gallatin Street, Jackson, MS 39203
- t. Pascagoula Restitution Center, 1721 Kenneth Avenue, Pascagoula, MS 39567
- u. Parole and Probation Officers are located throughout the state

5. **MDOC Central Office**

- a. 633 North State Street, Jackson, MS 39202
- b. Records Division, 421 W. Pascagoula Street, Jackson, MS
- c. Parole Board, 660 North Street, Suite 100-A, Jackson, MS

5.1.4 Offerors are required to use the **Bid Submission Cover Sheet – Exhibit D** – as the first page of their bid packet.

5.1.5 The contract will be awarded to the most responsible lowest bidder.

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 (6 a.m. to 6 p.m.).
 4. Extended Hours. This category is defined as all day Saturday and Sunday as well as Monday through Friday between the hours of 6:01 p.m. and 5:59 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 initial notification of drug and alcohol testing results within 48 to 72 hours, including completing and providing 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 using a random selection testing software;
 - 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.
 - 5.3.12 Be available for legal proceedings regarding drug testing results/processes.
- 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 (all day Saturday and Sunday as well as Monday through Friday between the hours of 6:01 p.m. to 5:59 a.m.)
 8. Random Drug Testing Program for MDOC Employees and Job Applicants
 9. On-Site Fee is a fee assessed when the MDOC On-Site location is greater than 50 miles radius of the offeror's base location.
 10. On-Site Drug Testing (MSP, CMCF, SMCI, Community Corrections, Central Office) as needed during business hours (6 a.m. to 6 p.m.) – minimum of 25 tests
 11. On-Site Drug Testing (MSP, CMCF, SMCI, Community Corrections, Central Office) as needed during extended hours – minimum of 25 tests
- 5.4.2 Offerors will propose an annual schedule for random drug testing of MDOC employees using **Exhibit F – Random Drug Testing Schedule & Cost Matrix**.
- 5.4.3 Offeror's bid packet will describe the offeror's approach and methodology for accomplishment of the tasks, methods, calculation, subcontractors, etc. Using **Exhibit D - 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 applicants 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. The proposed vendor will speak or testify in court regarding drug testing results/processes.
 - 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 MDOC 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 bid will be considered unless this requirement is acknowledged and complied with.
3. Request to employ a current or former employee will be forwarded to the MDOC Human Resource Director or Designee.

5.6 Responsibilities of MDOC

MDOC will be responsible for management of the following services:

- 5.6.1 Guidance to Selected Vendor in MDOC policy and procedure
- 5.6.2 Custody, Care, and Control of MDOC inmates
- 5.6.3 Structural maintenance of MDOC facilities
- 5.6.4 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. 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 Superintendent or his/her 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 Corrections Investigation Division 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 BID PACKETS

6.1 General Instructions

6.1.1 Bid Packets 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 three (3) 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 three (3) 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. Bid Submission Cover Sheet Exhibit D (page 1 of bid packet)

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

2. Table of Contents

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

3. Transmittal Letter

A letter of transmittal must be submitted with the offeror's bid. 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. Unpriced Technical Offer

The bid packet shall be organized in the same sequence as presented in Section 6.1.2. Each major section where vendor is answering questions shall be clearly identified. List the question, then answer the question.

- A. Company Capability. Using the questions that follow Exhibit D, include a narrative profile of the offeror's capability by answering questions 1 – 19. List the question, then answer the question.

- B. Plan to Provide the 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 by answering the questions 20 – 27.
- C. References. Prepare the answer to question 28 and use **Exhibit H** to list offeror's references for the services.
- D. Proposed Fees. Offer any explanations concerning costs for providing the services in this section, and use **Exhibit E - The Drug Testing Bid Sheet** – to indicate price for performing the services.

5. Exhibits Required for a complete submission

Exhibit D – Bid Submission Cover Sheet

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 - Exception Summary Form

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 Bid packets must be organized and submitted in 6.1.2 above in order for MDOC to conduct a uniform and objective review of all bid packets. Failure to follow this format may be cause for rejection of a bid.
- 6.1.4 Offerors shall use 12 point font. The answers to questions 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 section in the Scope of Services in the Transmittal Letter. If offeror has an exception to the IFB, these must be stated in **Exhibit K** - Exception Summary Form.

6.2 Demonstration of Competency

Bids will only be considered from firms that are regularly engaged in the business of providing the services as described in this IFB. 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.

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 bids submitted and/or to cancel this invitation for bids.

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

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 if the bid packet is acceptable or unacceptable.
 - 1. Was the bid submitted on time?
 - 2. Is the bid packet in the format outlined in Section 6.1.2?
 - 3. Is the offeror debarred from submitting bids 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 bids for contracts issued by any political subdivision or agency of the State of Mississippi?
 - 4. Does the bid packet have all the required attachments?
 - 5. Review of Certifications, **Exhibit L**. Did the vendor circle "has or has not" on the form? Is the form signed by an authorized individual?
 - 6. Review of Bid Form. Is the bid form signed by an authorized individual? Did the company provide a cost per INMATE per day?
- 7.2.2 The offerors whose bid packets are in the required order and have the required content will be considered "acceptable." If the answer to any of the questions above is "NO" the offeror will be considered "unacceptable" and the bid put aside. MDOC staff will immediately notify the "unacceptable" bidder that their bid 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 bid packets. A minor irregularity is a variation of the IFB which does not affect the price of the bid, 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 IFB requirements or excuse the party from full compliance with the IFB specifications and other contract requirements, if the party is awarded the contract.

7.2.4 A Log of all bid packets will be maintained in MAGIC as bid packets are received to include the day and time received. Bid packets will be opened publicly and the bid sheet will be read aloud.

7.3 Evaluation Step Two

7.3.1 Only those bid packets deemed “acceptable” will be considered for Step 2 of the evaluation process. The answers to the questions and attachments in the bid packet will be reviewed by MDOC staff to determine the most responsible bidder. MDOC plans to make award to the most responsible lowest bidder.

CRITERIA FOR EVALUATION	
Description of Criteria	Maximum Points
Bid Format and Content – Section 6.1.2	5
Cost - Bid Sheet – Exhibit E.	30
Answers to Questions, Attachments	30
Experience/Record of Past Performance – Exhibit G	20
References – Exhibit H	15
TOTAL MAXIMUM POINTS	100

7.3.2 Bidders may receive a maximum of 100 points based on the Offeror’s response to the IFB.

7.3.3 The most responsible bidder with the lowest cost per inmate per day will receive the maximum points for cost – 30 points. An objective formula will be applied to the bid for the other vendors to determine the number of points to be assigned.

7.4 Evaluation Step Three

7.4.1 The MDOC Commissioner, or his designee, will contact the offeror with the bid packet which best meets MDOC’s needs and attempt to execute an agreement that is deemed acceptable to both parties.

7.4.2 Oral Presentation. MDOC reserves the right to ask for oral presentations of the bid packet. If evaluators do not request an oral presentation, no oral presentations will be held.

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

7.5 Debriefing Request

7.5.1 A vendor, successful or unsuccessful, that submitted a bid packet for this IFB 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 Alberta Reynolds, Human Resource Department, Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202, Email: AREYNOLDS@mdoc.state.ms.us or Fax: 601-359-5695.

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. All vendor debriefings for IFB 16-004 shall occur between **October 5 and October 9, 2015, no later than 4 p.m. CST.**

7.6 Protests

Any actual or prospective bidder, offerer, or contractor who is aggrieved in connection with this solicitation, or the outcome of this IFB, may file a formal protest with the Commissioner of the MDOC. The formal protest shall be submitted on or before 1:00 PM CST, Thursday, October 15, 2015, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. The written protest letter shall contain an explanation of the specific basis for the protest. A formal protest is considered filed when received by the Commissioner of the MDOC. Protests filed after **Thursday, October 15, 2015**, will not be considered.

SECTION 8. STANDARD TERMS AND CONDITIONS

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

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.

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.

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.

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.

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.

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.

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. 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.

9. 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.

10. 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.

11. 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.

12. 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).

13. 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 bid packet.

14. 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.

15. 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.

16. Stop Work Order

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:

- A. Cancel the stop work order; or,
- B. Terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.

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

- A. The stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
- B. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

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.

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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 ventures, 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.

22. Insurance

Copies of insurance certificates shall be filed with the MDOC Human Resources Department 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.

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

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

- A. Premises/Operation
- B. Independent Contractors
- C. Personal Injury
- D. Commercial General Liability-Bodily Injury \$1,000,000.00 per occurrence

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.

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.

23. 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.

24. 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.

25. 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, Address, City, State, Zip, Telephone

For the MDOC:

Marshall Fisher, Commissioner,
Mississippi Department of Corrections
633 North State Street, Jackson, MS 39202
601-359-5600 (Office)

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. Termination for Convenience

A. Termination. The Procurement Officer of the MDOC may at any time, 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, whole or part of the contract terminated and when termination becomes effective, which may be immediately.

B. 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.

35. Termination for Default

- A. 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 fifteen (15) 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.
- B. 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.
- C. 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.
- D. 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 7 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.
- E. 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).

- F. 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 (D) (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.
- G. 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.
- H. This contract may be terminated with or without cause by either party without incurring any liability whatsoever with thirty (30) days advance written notice.

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 access 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.

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.

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
IFB NO. 16-004

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

1 **POLICY:**

2

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

5

6 **DEFINITIONS:**

7

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

10

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

13

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

17

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

20

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

25

26 **PRECEPTS:**

27

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

29

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

32

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

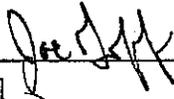
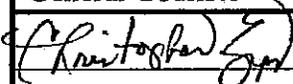
35

36 **REPORTS REQUIRED:**

37

38 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

ENFORCEMENT AUTHORITY		
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.		
Reviewed and Approved for Issuance	 General Counsel	6-27-03 Date
	 Commissioner	06/27/03 Date

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

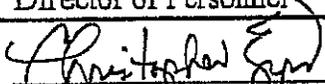
98 • The incident report will include a request for an administrative hearing.

99

100 **REPORTS REQUIRED:**

101

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

Reviewed and Approved for Issuance		d27/03
	Director of Personnel	Date
		06/27/03
	Commissioner	Date

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

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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].

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

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

- 46
- 47 • **Prohibition of the use of illegal drugs**
- 48 • **Prohibition of possession of any illegal drug, except in the performance of official**
49 **duties**
- 50 • **Procedures to be used to ensure compliance**
- 51 • **Opportunities available for treatment and/or counseling for drug abuse**
- 52 • **Penalties for violation of the policy [4-ACRS-7C-02].**

53
54 *Adult Probation and Parole Field Services: The agency supports a drug-free workplace for*
55 *all employees. The agency's drug-free workplace policy includes, at a minimum, the*
56 *following:*

- 57
- 58 • **Prohibition of the use of illegal drugs**
- 59 • **Prohibition of possession of any illegal drugs except in the performance of official**
60 **duties**
- 61 • **The procedures to be used to ensure compliance**
- 62 • **The opportunities available for treatment and/or counseling for drug abuse**
- 63 • **The penalties for violation of the policy [4-APPFS-3C-01].**

64
65 The MDOC expects staff to arrive for work in a condition free of illegal drugs and prescription
66 drugs obtained illegally. The unlawful manufacture, distribution, administration, use and
67 possession of these drugs on or off the work site or while conducting official business is strictly
68 prohibited. The Commissioner or designee may direct a MDOC employee to submit to a drug
69 screening if there is reasonable suspicion of the use of illegal or abuse of drugs or alcohol.

70
71 Violation of one of these Group Three Offenses may result in termination of employment as
72 regulated by the Mississippi State Personnel Board. These actions will be reported to law
73 enforcement officials and licensing agencies when determined appropriate by the MDOC. Such
74 referrals will be done only after consultation with the Commissioner or designee.

75
76 Only the individual for whom it was written may bring legally obtained prescriptions or
77 medications onto the work site in the original bottle or container. Such drugs must be used only
78 in the manner, combination and quantity prescribed, and must not impair the individual's ability
79 to perform job responsibilities.

80
81 An individual must notify the Commissioner or designee of any criminal drug statute conviction
82 no later than five (5) days after such conviction. If the convicted individual is employed in a
83 division or subdivision receiving federal grant funds, the pertinent federal funding agency will be
84 notified within ten (10) days after notice of such conviction. Within thirty (30) days of receiving a
85 notice of an individual's conviction, appropriate personnel action will be taken by the MDOC.

86
87 All other illegal drug use will be reported to the Commissioner or designee by the appropriate
88 supervisor.

89
90 Any staff who feels that he has developed an addiction or dependence on alcohol or drugs is
91 encouraged to seek assistance. Requests for assistance will be confidential. Staff will be
92 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.

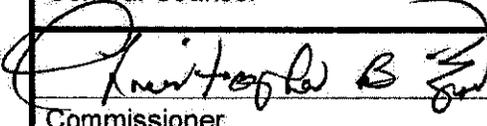
ENFORCEMENT AUTHORITY		
All standard operating procedures (SOPs) and/or other directive documents related to the implementation and enforcement of this policy will bear the signature of and be issued under the authority of the Deputy Commissioner of Administration and Finance.		
Reviewed and Approved for Issuance	 General Counsel	1/17/2014 Date
	 Commissioner	1/21/14 Date



EXHIBIT B
Vendor's Intent to Bid
IFB 16-004

Name of Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

List the people representing your company who will be able to answer any questions concerning the bid:

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

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

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

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

Please send the completed form by 10 a.m. September 10, 2015 to:

Alberta Reynolds
Department of Human Resources
Mississippi Department of Corrections
633 North State Street
Jackson, MS 39202
601-359-5695
AREynolds@mdoc.state.ms.us

EXHIBIT C
Information about MAGIC
IFB 16-004

All suppliers seeking to provide goods and/or services to the State of Mississippi **must be registered** with the state of Mississippi.

You may obtain registration info at (<http://www.mmrs.state.ms.us/vendors/index.shtml>).

If you are a **new vendor** go directly to https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100#

or if the link does not work, click on the link provided in the paragraph which begins ***“If you are not a registered supplier.”***

To determine whether you are a registered supplier (converted vendor) in MAGIC, go to the [MAGIC Vendor Information](#) page and follow the steps below:

1. Enter the first five characters of your Vendor Name or your 11 digit SAAS Vendor Number.
2. Click Submit.

If you are a converted vendor, you will see your MAGIC Vendor Number, SAAS Vendor Number, Vendor Name, City, State, and Zip displayed. If your vendor information does not exist in MAGIC, you will see "The query you submitted returned no records."

Converted vendors need to submit an email via mash@dfa.ms.gov to request a MAGIC User ID and Password. Enter "Vendor ID Request" as the email Subject, and include the following information in your email:

- MAGIC Vendor Number
- Vendor Name
- Contact Name
- Contact Email Address
- Contact Phone Number

If you are not a registered supplier and you wish to do business with the State of Mississippi, click here to register: [State of Mississippi Supplier Registration](#). If you attempt to complete the registration process and you are already a converted vendor in MAGIC, you will receive a duplicate error message. Please call the MMRS Call Center at 601-359-1343, Option 2 for assistance in locating your vendor information.

If you do not wish to use the State of Mississippi Supplier Self Registration process, you will need to complete the [Supplier Registration Form](#) and contact the State of Mississippi agency you desire to do business with to complete the registration process.

How to Request an Update to Your Supplier or Grantee Administrator Contact

A supplier or grantee administrator contact change can be requested by completing the [Supplier/Grantee Self-Service Request for Change](#) form, and submitting the form by clicking on the Submit button in the upper right hand corner of the form. You can also fax the form to: 601-359-6551.

Bid specifications and the opportunities for supplier responses **are only available to registered suppliers through MAGIC (Mississippi's Accountability System for Government Information and Collaboration)**. You will need a MAGIC (Mississippi's Accountability System for Government Information and Collaboration) logon. **Call 601-359-1343 if you need assistance with the MAGIC logon.**

We have an e-learning tutorial course designed to assist vendors with navigating the MAGIC system. The course can be found by clicking here [LOG820 Supplier Self-Service eLearning](#) and click on Launch Course. There is a section of the course that specifically deals with RFX (Bid) responses.

And please send your W-9 to Sharon.Chambers@dfa.ms.gov as any W-9 attached via MAGIC is not sufficient. This will facilitate timely processing of all transactions. If you prefer to fax the W-9, the fax number for sending your W-9 is **601-359-5525**.

EXHIBIT D

**Bid Submission Cover Sheet
IFB NO. 16-004**

Legal Name of Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____ Website: _____

MAGIC 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 bid. 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 bid and signing in the space indicated below, Vendor certifies that the company represented in the bid packet acknowledges and accepts the terms and conditions outlined in this Invitation for Bids (IFB). Vendor further certifies that the company represented here is an authorized provider in good standing of the products / services included in this bid.

_____/_____
Original Signature of Officer in Bind of Company / Date

Name (typed or printed) _____

Title _____

Company Name _____

COMPANY TRANSMITTAL LETTER

In addition to providing the above contact information, please include the Transmittal Letter after this page.

UNPRICED TECHNICAL OFFER

Please answer the following questions regarding your company.

COMPANY CAPABILITY

Offerors must demonstrate to the MDOC that it is capable of providing the scope of requested services described in this IFB. Any information that can assure MDOC that the offeror understands the needs of the population, has experience with providing drug testing, is financially capable of managing this project, and has the ability to manage a wide range of employees, should be presented in this section.

1. What year was your company started?
 - a. Please provide the documentation from the Mississippi Secretary of State's Office.
 - b. Non-profit tax exempt corporations must also provide a copy of the IRS Determination Letter.
2. Please provide the physical location of company headquarters.
3. Please provide the mailing address of company headquarters:
4. Please provide the state of incorporation:
5. If your company is not physically located in the State of Mississippi:
 - a. Please provide detail on how you will provide monitoring of the drug testing project?
 - b. Provide the number of full-time employees at the Mississippi location.
6. If you currently have an office in the State of Mississippi:
 - a. Provide the address of the office:
 - b. Provide general functions of the office:
 - c. Please provide as much detail about the office as possible.
7. Is the company publicly traded or privately held?
8. Please list all owners of the company (names, addresses, telephone numbers, and their percent of ownership).
9. Non-profit tax-exempt corporations should provide a listing of board members, names, addresses, and telephone numbers. If your company is not non-profit or tax-exempt, indicate: N/A.
10. State if any officers or principals and/or their immediate families are, or have been within the preceding twelve (12) months, employees or elected officials of the State of Mississippi.
11. Is your company licensed and/or certified to provide drug testing by any and all applicable federal and state entities?
12. How many drug testing correctional clients has your company served?
13. Please provide a listing of the comparable accounts for which your company has provided Drug Testing Services.
14. List clients for which you provided Drug Testing Services for employees of **correctional** facilities. Use the *Drug Testing Services Experience* form included in **Exhibit G**. If there is no documentation or proof of experience, offerors must discuss staff capabilities and plan for performing the service in detail.

15. 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.
16. Describe your company's current general liability, professional liability insurance.
 - a. Who are the insurance carriers?
 - b. Have you had other liability insurance carriers within the last three years?
 - c. Identify the coverage limits for each policy.
 - d. 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.
17. 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 bid. 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.
18. Is your company certified as a minority vendor by the Mississippi Department of Finance and Administration?
19. Do you plan to use subcontractors that are certified as minority vendors by the Mississippi Department of Administration and Finance?

PLAN FOR PROVIDING THE SERVICES

Offerors should provide as much detail as possible.

20. Please describe the approach the company will take to deliver the required services as described in Section 5 of the IFB.
21. Please indicate if the Vendor intends to exceed minimal standards and describe how it will do so.
22. No offeror 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 bid will be considered unless this requirement is acknowledged and complied with. Please respond to this requirement.
23. Proposed Staffing Plan. Please provide a comprehensive list of the names and titles/roles of the offeror's staff assigned to the proposed contract using the categories provided below. Resumes are required for all individuals assigned to the contract. Include resumes of all key staff in **Exhibit M**.
24. Use the following chart below as a sample staffing plan. If staff have to be hired (TBA), please list the title instead of the name.

PROPOSED CONTRACT STAFFING PLAN

Staff Name and Current Title with Company	Proposed Role in the Contract	Ownership Percentage	Rate Per Hour	Total Proposed Hours/Year
---	-------------------------------	----------------------	---------------	---------------------------

John Smith President	Project Manager	_%	\$1.00	2
TOTALS		_%	\$1.00	2

25. Describe offeror’s current and proposed facilities, supplies and material, equipment, machinery that will be used to complete the plan.
26. Describe offeror’s sources of funding that will allow contractor to provide all the supportive services for this Drug Testing project.
27. The Vendor is requested to describe how it will monitor the contract to ensure staff’s compliance with contract requirements.

REFERENCES

28. List three references that can confirm your company’s ability to perform the scope of services. If you do not have experience providing drug testing, indicate N/A on Exhibit H, but discuss company capabilities and list references that can verify capability in this section. Provide a full address, contact person, title, email address and telephone number for each reference. Only use the *Drug Testing Services Reference* form included in **Exhibit H**.

PROPOSED FEES

29. Complete **Exhibit E**. The Bid Sheet will be read aloud at the bid opening.

EXHIBIT E

BID SHEET

IFB NO. 16-004

DRUG TESTING SERVICES

See the Excel Spreadsheet uploaded in MAGIC for use of Vendors

EXHIBIT E					
BID SHEET FOR DRUG TESTING					
Onsite at MDOC Facilities (MSP, CMCF, SMCI, Community Corections, and Central Office)					
Business Hours = 6 a.m. to 6 p.m. Monday - Friday					
Extended Hours = All day Saturday and Sunday as well as Monday - Friday between the hours of 6:01 p.m. and 5:59 a.m.					
FEE CATEGORIES		Off Site Business Hours	Off Site Extended Hours	On-Site Business 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	\$ -	\$ -	XXXXXXXX	XXXXXXXX
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	\$ -	\$ -
Random Drug Testing Program - See Exhibit __ Total Fee	Annual Calc.	\$ -	\$ -	\$ -	\$ -
TOTALS		\$ -	\$ -	\$ -	\$ -

EXHIBIT F
RANDOM DRUG TESTING SCHEDULE AND COST MATRIX
IFB 16-004

EXHIBIT F

ANNUAL EMPLOYEE RANDOM DRUG TESTING SCHEDULE AND COST MATRIX

OFFSITE TESTING - BUSINESS HOURS

Division	Tot. Empl.	Test Percentage	July-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Total # Tested	Rate Per Test	Travel Fee	Est. Cost
MSP	800	0%	-	-	-	-	-	\$ 5.00	\$ -	\$ -
CMCF	650	0%	-	-	-	-	-	\$ 5.00	\$ -	\$ -
SMCI	400	0%	-	-	-	-	-	\$ 5.00	\$ -	\$ -
Comm. Corr	650	43%	70	70	70	70	280	\$ 5.00	\$ -	\$ 1,397.50
Central Office	150	0%	-	-	-	-	-	\$ 5.00	\$ -	\$ -
TOTALS	2650		70	70	70	70	280	\$ 25.00	\$ -	\$ 1,397.50

ANNUAL EMPLOYEE RANDOM DRUG TESTING SCHEDULE AND COST MATRIX

OFFSITE TESTING - EXTENDED HOURS

Division	Tot. Empl.	Test Percentage	July-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Total # Tested	Rate Per Test	Travel Fee	Est. Cost
MSP	800	0%	0	0	0	0	0	\$ 5.00	\$ -	\$ -
CMCF	650	0%	0	0	0	0	0	\$ 5.00	\$ -	\$ -
SMCI	400	0%	0	0	0	0	0	\$ 5.00	\$ -	\$ -
Comm. Corr	650	0%	0	0	0	0	0	\$ 5.00	\$ -	\$ -
Central Office	150	0%	0	0	0	0	0	\$ 5.00	\$ -	\$ -
TOTALS	2650		0	0	0	0	0	\$ 25.00	\$ -	\$ -

* No Offsite Random Testing during extended hours

ANNUAL EMPLOYEE RANDOM DRUG TESTING SCHEDULE AND COST MATRIX

ONSITE TESTING - BUSINESS HOURS

Division	Tot. Empl.	Test Percentage	July-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Total # Tested	Rate Per Test	Travel Fee	Est. Cost
MSP	788	42%	83	83	83	83	331	\$ 5.00	\$ -	\$ 1,654.80
DOT Testing	12	50%	2	2	2	2	6	\$ 5.00	\$ -	\$ 30.00
CMCF	642	42%	67	67	67	67	270	\$ 5.00	\$ -	\$ 1,348.20
DOT Testing	8	50%	1	1	1	1	4	\$ 5.00	\$ -	\$ 20.00
SMCI	395	42%	41	41	41	41	166	\$ 5.00	\$ -	\$ 829.50
DOT Testing	5	50%	1	1	1	1	3	\$ 5.00	\$ -	\$ 12.50
Comm. Corr	650	15%	24	24	24	24	98	\$ 5.00	\$ -	\$ 487.50
Central Office	150	43%	16	16	16	16	63	\$ 5.00	\$ -	\$ 315.00
TOTALS	2650		235	235	235	235	940	\$ 40.00	\$ -	\$ 4,697.50

*DOT employees are only at MSP, CMCF, & SMCI. Number of DOT employees varies but DOT Regulations require 50% testing.

ANNUAL EMPLOYEE RANDOM DRUG TESTING SCHEDULE AND COST MATRIX

ONSITE TESTING - EXTENDED HOURS

Division	Tot. Empl.	Test Percentage	July-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Total # Tested	Rate Per Test	Travel Fee	Est. Cost
MSP	788	15%	30	30	30	30	118	\$ 5.00	\$ -	\$ 591.00
DOT Testing	12	50%	2	2	2	2	6	\$ 5.00	\$ -	\$ 30.00
CMCF	642	15%	24	24	24	24	96	\$ 5.00	\$ -	\$ 481.50
DOT Testing	8	50%	1	1	1	1	4	\$ 5.00	\$ -	\$ 20.00
SMCI	395	15%	15	15	15	15	59	\$ 5.00	\$ -	\$ 296.25
DOT Testing	5	50%	1	1	1	1	3	\$ 5.00	\$ -	\$ 12.50
Comm. Corr	650	15%	24	24	24	24	98	\$ 5.00	\$ -	\$ 487.50
Central Office	150	0%	-	-	-	-	-	\$ 5.00	\$ -	\$ -
TOTALS	2650		96	96	96	96	384	\$ 40.00	\$ -	\$ 1,918.75

*DOT employees are only at MSP, CMCF, & SMCI. Number of DOT employees varies but DOT Regulations require 50% testing.

Exhibit G
Drug Testing Services Correctional Experience
IFB NO. 16-004

MDOC wants to understand the full array of drug testing services the Vendor has provided. Please list all clients for which you have provided Drug Testing Services for correctional or law enforcement agencies and/or organizations. The list of clients shall include individuals, businesses, organizations, federal, state, county and other government agencies as well as contracts with private corrections organizations.

Client/Government Agency	Contract Dates	Array of Services	# Inmates

Exhibit H
Correctional References
IFB NO. 16-004

Provide three (3) references for which your company has provided in the past or currently provides drug testing services for a correctional agency or organization. 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 Former Inmates Served: _____ Contract Dates: _____

2. Corrections Agency: _____
Contact Person: _____ Title: _____
Address: _____
Phone: _____ Email: _____
Type of Services Provided: _____
Number of Former Inmates Served: _____ Contract Dates: _____

3. Corrections Agency: _____
Contact Person: _____ Title: _____
Address: _____
Phone: _____ Email: _____
Type of Services Provided: _____
Number of Former Inmates Served: _____ Contract Dates: _____

**Exhibit H-1
References Score Sheet
IFB NO. 16-004**

The references will be scored by MDOC Staff Only:

Type of Service/Product: Drug Testing for Correctional Personnel and Job Applicants

Bidder Name: _____

Reference Name: _____

Spoke to: _____

Score: _____

QUESTION	RESPONSES/COMMENTS
<ul style="list-style-type: none"> • Is this vendor currently providing services, or have they provided services for you in the past? <ul style="list-style-type: none"> • Yes = 3 pts • No = 0 pts • N/A = 0 pts 	
<ul style="list-style-type: none"> • If you had any problems with the vendor, were the problems resolved in an accepted time frame? <ul style="list-style-type: none"> • Yes = 2 pts • No = 0 pts • N/A = 2 pts (No problems) 	
<ul style="list-style-type: none"> • How would you rate their performance on a scale of 1 - 5? <ul style="list-style-type: none"> • 1 = Not Pleased = 0 pts • 2 = Satisfactory = 1 pts • 3 = Good = 2 pts • 4 = Very Good = 3 pts • 5 = Excellent = 4 pts 	
<ul style="list-style-type: none"> • Would you be willing to renew the contract, or contract with this vendor again? <ul style="list-style-type: none"> • Yes = 3 pts • No = 0 pts • N/A = 0 pts 	
<ul style="list-style-type: none"> • Overall, would you recommend this vendor to someone else? <ul style="list-style-type: none"> • Yes = 3 pts • No = 0 pts • N/A = 0 pts 	

THANK YOU FOR YOUR TIME. Please email the completed form to

SEdwards@mdoc.state.ms.us.

Exhibit I
Subcontractors
IFB NO. 16-004

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

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
IFB NO. 16-004**

MDOC requires, without exception, the following Vendor agreements for MDOC to even consider a bid. 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. 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
Exception Summary
IFB NO. 16-004

The Vendor is responsible to meet all of the requirements and specifications described in the IFB. In accordance with Section 5 of the IFB 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 *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 IFB only those exceptions accepted by MDOC, as demonstrated by the signature of a MDOC authorized representative in the fourth column, will be allowed.

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

Exhibit L
CERTIFICATIONS
IFB 16-004

PROSPECTIVE CONTRACTOR'S REPRESENTATION
REGARDING CONTINGENT FEES

The prospective contractor represents as a part of such offeror's bid 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 IFB.

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 IFB 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 bids 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 bids for contracts issued
by any political subdivision or agency of the State of Mississippi.

Company Name

Date

Company Representative

Exhibit M
Resumes of Key Staff
IFB NO. 16-004

Exhibit N

W-9
IFB NO. 16-004

Exhibit O

**Most Recent Two Years of Certified Financial Statements
IFB NO. 16-004**
