

**REQUEST FOR PROPOSAL 15-001
FOR
CORRECTIONAL OFFICER SERVICES FOR MEDIUM AND MINIMUM SECURITY
LEVEL
STATE PRISONERS and CHECKPOINT SECURITY FOR STATE OPERATED
FACILITIES**

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

To obtain a copy of the RFP, submit a written request to:

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

or call (601) 359-5625

Complete proposals, including a signed original, three (3) copies and one electronic copy (CD) must be submitted no later than August 28, 2014 at 10:00 a.m. to the Purchasing Department at the above location. The proposals should be submitted in sealed envelopes or containers and labeled in such a manner as to identify it as a proposal. All proposals received after 10:01 a.m., August 28, 2014 will be returned to the proposer unopened. Completed proposals must contain the following information: the name of the Offeror, the location of the Offeror's principal place of business and, if different, the place of performance of the proposed contract, the age of the Offeror's business and average number of employees over a 3 year period, the abilities, qualifications, and experience of all persons who would be assigned to provide the required management of services and a plan giving as much detail as is practical explaining how the services will be performed.

All Vendors desiring to submit a proposal in response to the RFP are encouraged to attend a Vendor's Conference on August 18, 2014 at 10:00 a.m. in the Mississippi Department of Corrections Central Office, 5th Floor Conference Room, 633 North State Street, Jackson, MS 39202. The intent of this conference is to assist Vendors in preparing their response to this RFP by providing additional clarifications necessary to understand the scope of this project. Vendors should familiarize themselves with this RFP prior to attending the Vendor's Conference and should come prepared to ask questions.

The Mississippi Department of Corrections reserves the right to accept or reject, in whole or in part, all proposals submitted and/or cancel this announcement. All contracts awarded shall be based upon the proposal (s) most advantageous to the Mississippi Department of Corrections, price and other factors considered. Award may be made on the basis of initial offers without negotiation. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions. All contracts are subject to the availability of funds. (See Section II, General Information, Availability of Funds, Page 6)

Background:

Within the state of Mississippi, the Department currently operates three (3) state-run institutions, sixteen

Community Work Centers for male inmates, three Restitution Centers for male offenders and one Community Work Center and Restitution Center for females. There are four privately operated prisons and fifteen county regional facilities housing state inmates. [See Exhibit A]

The Department's state-run institutions are:

- (1) Mississippi State Penitentiary (MSP) located at Parchman, Sunflower County, current population 3,327.
- (2) Central Mississippi Correctional Facility (CMCF) located at Pearl, Rankin County. CMCF is the reception and classification center for the Department. The current population for CMCF is 2,474 inmates.
- (3) South Mississippi Correctional Institution (SMCI) located at Leakesville, Greene County. The current population at SMCI is 3,208 inmates.

I. Correctional Officer Services & Entry Point Security Services:

Services to be Provided – Each item in Sections I and II must be either acknowledged and agreed to or an exception must be noted – All acknowledgements or exceptions must be in writing.

The Vendor will provide necessary correctional officers to guard prisoners housed at the facilities outlined in Exhibit A and to provide entry point security services at these facilities.

Qualifications and Requirements of the Vendor

This proposal shall only be awarded to responsive and responsible firms qualified to perform the services specified. All Vendors are required to submit the following information with its RFP response. **Failure to submit the required information with the RFP response will result in the rejection of the proposal.**

Provide the history of the firm, including the number of years in business, number of security guards, scope of any and all in-service training offered to security guard personnel, and average length of security personnel employment.

Include an organizational chart for providing services to MDOC with the availability and location of supervisory staff and security guards.

Provide resumes and qualifications of management and executive personnel, including all supervisory personnel that the vendor plans to use in managing the contract.

Provide a plan for MDOC detailing the Vender's proposal to fulfill this contract with emphasis on the firm's ability to ensure that areas of the state are properly staffed and contingency plans are in place to provide replacement/additional staff when required.

Provide a list of similar work experiences demonstrating expertise in providing the required services, scope and dates of that service, name of the organization, contact names, address and telephone numbers.

Provide a list of any contracts of similar nature that were lost within the last two years

List any pending litigation filed against your company.

The Department will receive proposals from firms having specific experience and qualifications in the area identified in the solicitation. For consideration, proposals for the project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by the MSPB may be included elsewhere in the solicitation. Unless otherwise stated, all offerors shall provide profiles and resumes of the staff to be assigned to the project, references, illustrative examples of similar work performed, and any other information that clearly demonstrates the offeror's expertise in the area of the solicitation.

A selection committee shall review and evaluate all replies. The selection committee will have only the response to the solicitation to review for selection of finalists. It is, therefore, important that respondents emphasize specific information pertinent to the work.

Evaluation of the responses will be based on the following criteria:

- A. The overall quality of the proposed plan for performing the required services (the plan should reflect an understanding of the project and its objectives). Consideration will be given to the completeness of the response to the specific requirements of the solicitation. **(10%)**
- B. Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the proposer to provide a work product that is legally defensible. **(20%)**
- C. The personnel, equipment, facilities, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting. **(10%)**
- D. A record of past performance of similar work. **(20%)**
- E. Price. **(40%)**

Vendors Responsibilities

It will be the responsibility of the vendor to provide correctional officer services and entry point security. It is imperative that bidders become familiar with the attached policies of the Department related to prisoner security and entry point security as follows:

Follow applicable MDOC Policies and Procedures. (See Exhibit B for full policy)

Policy Number 16.01	Security Manual
Policy Number 16.02	Security Control Center
Policy Number 16.03	Correctional Officer Assignments
Policy Number 16.04	Security Logs and Records
Policy Number 16.05	Security Patrols and Inspections
Policy Number 16.06	Offender Count and Transport
Policy Number 16.07	Control of Contraband/Body Searches – Offenders
Policy Number 16.08	Key Control
Policy Number 16.09	Tool and Equipment Control
Policy Number 16.10	MDOC Vehicles: Operators, Usage, Maintenance

	& Security
Policy Number 16.11	Security Equipment
Policy Number 16.12	Use of Firearms
Policy Number 16.13	Use of Force
Policy Number 16.14	Preservation of Physical Evidence
Policy Number 16.15	Use of Restraints
Policy Number 16.16	Canine/Horse/Tactical Emergency Unit
Policy Number 16.17	Motor Vehicle Pursuits
Policy Number 16.18	Control of Contraband/Body Searches – Staff
Policy Number 16.19	Security Threat Group Management
Policy Number 16.20	Electronic Monitoring Device
Policy Number 16.21	Security of Offenders While Being Transported In a Vehicle
Policy Number 16.22	Responsibility for Notification of an Offender’s Death
Policy Number 16.23	Use of Oleoresin Capsicum Spray or Chemical Agents
Policy Number 16.24	Outside Business/Company Entry & Exit to Institution Property
Policy Number 16.25	Duty Post Rotation
Policy Number 16.26	Contraband Control in Auto Shop
Policy Number 16.27	Electronic Detection Equipment
Policy Number 16.28	Internal Management Audit Procedures
Policy Number 16.29	Contract Monitoring Program
Policy Number 16.30	Walnut Grove Correctional Facility/Youthful Offender Unit Suicide Prevention Program

Qualifications and Training of Security Guards

Qualifications of Security Guards

The contractor shall provide either documented evidence or assurance certification that each employee used as a guard meets all the following requirements:

All security guards utilized for this service shall be subjected to thorough background checks. The Vendor shall certify to the Department that background checks have been completed on all security guards utilized and that these employees meet the requirements promulgated by MDOC and by the Vendor. Additionally, all guards utilized for this service must be able to speak, read and write in English, have a completed 1-9 (Proof of U.S. Citizenship) on file with the Vendor, and be physically and mentally qualified to perform the requirements of this service.

The contractor shall vouch potential employees through reference and employment checks. All prospective employees will be tested for use of illegal drugs prior to employment.

The contractor shall require all proposed employees to provide complete details of any conviction record. The contractor shall complete the following:

- contact the National Crime Information Center/National Law Enforcement Telecommunication System (NCIC/NLETS)
- take fingerprints
- check criminal records

- make other appropriate background checks to verify employment applications

Prospective employees may not begin working as a guard for the Vendor supervising MDOC inmates prior to the NCIC/NLETS clearance.

The Vendor shall not employ any person as a guard supervising MDOC inmates who is under supervision or jurisdiction of any parole, probation, or court/correctional authority.

Due to the increased number of Hispanics and Asians being incarcerated by MDOC, the Department would be interested to know if the Vendor has guards available fluent in Spanish and/or any Asian language (Vietnamese). Please state the number of staff fluent in another language and the availability of these staff to provide security.

Training of Security Guards:

All vendor employees shall attend a one week MDOC employee orientation followed by a four week MDOC correctional officer training academy before occupying a post.

All vendor employees shall wear their clean and pressed uniforms while on duty.

All vendor employees must complete additional training each year of the contract, in addition to the appropriate and mandatory firearms training and qualification. The curriculum shall be provided to the MDOC Training Director and the Commissioner for approval prior to implementation of such training.

Training must include, but is not be limited to:

- Emergency procedures
- Restraining Techniques - mandatory every year
- Firearms - mandatory as required
- First Aid - mandatory as required
- CPR - mandatory every year

All vendor employees shall have firearms training and be fully qualified with the weapons they use. All vendor employees shall undergo firearms qualifications once per year at the Vendor's firing range.

Vendor must furnish proof that all staff used as a part of this contract have completed the appropriate orientation training, and required annual refresher training. In addition, before assuming any security guard or supervisory post, staff must have completed appropriate firearms qualification. Each month thereafter, Vendor must furnish same proof for any new employee hired for this contract.

Penalties may be imposed by the Department for failure to meet any of the above required security background checks.

The Department reserves the right to deny and/or have replaced any security guard, who, in the opinion of the Department, is not properly uniformed for duty or does not meet the standards of the MDOC as established by MDOC policy & procedures.

Vendor employees assigned to entry point security duty must comply with SOP 16-18-01. (See Exhibit B)

Performance

Vendor will be required to reimburse MDOC the overtime rate of a Correctional Officer IV in the event

the Vendor is unable to provide security staff for an assignment. All vendor employees utilized for this service shall remain at their duty area until they have been properly relieved. Under no circumstances shall any assigned duty area be abandoned. Penalties will be imposed for abandonment of a post.

Sleeping on duty will not be tolerated. Penalties will be imposed, and the security officer who has been observed sleeping on the job will not be allowed to provide services to the Department. MDOC Security Staff from each institution and other designated MDOC staff will provide periodic audits of security guards performing their duties.

Pricing:

The Vendors are required to submit a flat, hourly rate for each security staff to meet the requirements of the RFP.

II. GENERAL INFORMATION

Availability of Funds

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

Terms of Contract

Upon acceptance of a proposal by the Department of Corrections, and receipt of a signed contract, the successful Vendor shall be obligated to deliver the stated services in accordance with these specifications listed in the RFP. The contract shall be for thirty-six (36) months and shall have the option for renewal for two (2) additional twelve (12) month periods, however, any contract extension shall be at no increase in price.

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

Dell Lemley, Director of Fiscal Affairs
e-mail: dlemley@mdoc.state.ms.us
Fax: (601) 359-5377

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

All questions must be received prior to August 21, 2014, to allow MDOC to respond to the questions. A copy of all questions and responses will be sent to all Vendors receiving a copy of the RFP. MDOC will not answer any questions verbally.

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

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

Termination

In the event that the Vendor shall fail to perform, keep or observe any of the terms, covenants and conditions of the contract to be performed, the Department shall give the Vendor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the Department within thirty (30) days from date of the written notification, the Vendor may be declared in default and all of the rights hereunder shall terminate at the discretion of the Department. The Vendor shall have no right to further performance or payment under the contract.

The Department reserves the absolute right to terminate this contract, in whole or in part, for the convenience of the Department and at its sole discretion on ninety (90) days written notice to the Vendor.

Refusal by either party to exercise an option to renew the contract after the three year period shall require the contract to expire on the original or a mutually agreed expiration date. If either party elects not to renew the contract at the end of the two year contract period and not exercise the additional options described in this RFP, written notice must be sent 180 days prior to the contract expiration date. The total period of this contract, including all extensions, may not exceed sixty (60) months.

If to the Department of Corrections:

Commissioner of Corrections
Mississippi Department of Corrections
633 North State Street
Jackson, Mississippi 39202
With a copy to:

The Special Assistant Attorney General
Mississippi Department of Corrections
633 North State Street
Jackson, Mississippi 39202
If to the Vendor:

The name and address of the person listed as signing the Contract for the Vendor

Errors or Omissions

The Vendor will not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions appear in the specifications, the Vendor shall promptly notify the Department in writing of such errors or omissions it discovers. To be considered, any significant errors, omissions or inconsistencies in the specifications are to be reported no later than ten (10) days before time for the RFP response is to be submitted.

Indemnification

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

Insurance

(A) Without limiting any liabilities or other obligations of Vendor, the Vendor shall provide and maintain insurance coverage with forms and insurers acceptable to the state, until all obligations under the Contract are satisfied, as follows:

- (1) Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of its employees engaged in the performance of the services, and Employers' Liability insurance with a minimum limit of one hundred thousand dollars (\$100,000.00). Evidence of qualified self-insured status shall also suffice for this section.
- (2) Commercial general liability insurance with a minimum combined single limit of one million dollars (\$1,000,000.00) each occurrence. The policy shall include coverage for bodily injury, broad form property damage, blanket contractual, contractual, Vendor's protective and products and completed operations.
- (3) Professional liability insurance with limits of one million dollars (\$1,000,000.00) each claim.

(B) The policies required by section A (1), (2) and/or (3) shall name the State of Mississippi, its agents, officials and employees as additional insured and shall specify that the insurance afforded Vendor shall be primary insurance and that any insurance coverage earned by the state, the Department or its employees shall be excess coverage except as provided by state law, and not contributory insurance to that provided by the Vendor.

(C) Failure on the part of the Vendor to procure and maintain the required liability insurance and provide proof thereof to the Department shall constitute a material breach of the contract upon which the Department may immediately terminate this contract. Fifteen days prior to the commencement of a new contract, the new Vendor shall furnish the Department with all appropriately executed certificate of insurance. Such certificate shall identify this contract and contain provisions that coverage afforded under the policies shall not be canceled, terminated or materially altered without at least thirty (30) days written notice to the Department. This written notification shall be addressed to:

Deputy Commissioner Administration & Finance
Mississippi Department of Corrections

633 North State Street
Jackson, Mississippi 39202

With a copy to:

The Special Assistant Attorney General
Mississippi Department of Corrections
633 North State Street
Jackson, Mississippi 39202

Books and Records

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

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

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

Financial Audit

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

Reports

Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, or to cost and expenses of this contract as to which exception has been taken by the Commissioner or his designee, shall be retained by the Vendor until such appeals, litigations, claims or exceptions have been finally resolved.

Prospective Vendor's Representation Regarding Contingent Fees

The prospective Contractor represents as a part of such Contractor's proposal that such Contractor has/has not (proposer must circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Representation Regarding Contingent Fees

The Vendor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Vendor's RFP.

Representation Regarding Gratuities

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

Acknowledgment of Amendments

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

Certification of Independent Price Determination

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

Confidentiality

Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential. The Offerors may designate those portions of the proposals which contain trade secrets or other proprietary data which may remain confidential in accordance with section 25-61-9 and 79-23-1 of the MS CODE.

E-Verify

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

E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with

Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305 (1972, as amended).

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 Contractor as trade secrets, or other proprietary information, including confidential vendor 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 invoice.

PAYMODE

Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor’s choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

Stop Work Order

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

(a) cancel the stop work order; or,

(b) terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

(2) **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in

the delivery schedule or contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in the contractor's properly allocable to, the performance of any part of this contract; and,

(b) the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

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

Procurement Regulations

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

Compliance with Laws

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

Applicable Law

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

Plan of Operation

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

Legal Actions

The Mississippi Department of Corrections will be responsible for all legal actions filed which name the Department as a Defendant, when the Department personnel are involved or when applicable the

Department rules and regulations are at issue. Responsibility for defense of legal actions against the vendor will be that of the vendor.

Contact Person for Vendor's Organization

On the proposal cover sheet, the Vendor must provide the Department with the name, title, and telephone number of the person, who will be responsible for answering any questions regarding proposals.

Oral Presentation

The Department reserves the right to require vendors to provide an oral presentation of their proposal to the evaluation committee, if deemed necessary.

Price Changes During Award or Renewal Period

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the Department will always take advantage of price decreases.

Debriefing

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

Evaluation and Award

Rejection. The Department reserves the right to reject any proposal that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other proposals, if such action would be in the best interest of the Department.

III. ATTACHMENTS to the RFP

- Exhibit A - List of MDOC facilities
- Exhibit B - Applicable MDOC Policies & Procedures

IV. SUBMITTAL REQUIREMENTS

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