

Request for Proposal 15-031

Development of an Internal Control Plan

Mississippi Department of Corrections

633 North State Street

Jackson, Mississippi 39202

Contact Person: Rick McCarty

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RFP Issued via MAGIC, Friday, January 20, 2015

Proposals Due: Friday, February 6, 2015, by 10:00 a.m. CST

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SECTION 2 – DEFINITIONS

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

- 2.1 Agency – for the purposes of this RFP “agency” shall be defined as Mississippi Department of Corrections.
- 2.2 Business - means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
- 2.3 Central Office – means MDOC’s Office located in Jackson, Hinds County, Mississippi – 633 North State Street, Jackson, MS 39202.
- 2.4 CMCF – means Central Mississippi Correctional Facility located in Pearl, Rankin County, Mississippi.
- 2.5 Contract - means all types of agreements for the procurement of services, regardless of what they may be called.
- 2.6 Contractor - means any person having a contract with a governmental body.
- 2.7 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.
- 2.8 Data - means recorded information, regardless of form or characteristic.
- 2.9 Day - means calendar day, unless otherwise specified.
- 2.10 Designee - means a duly authorized representative of a person holding a superior position.
- 2.11 Employee - means an individual who performs services for a governmental body by virtue of an employee/employer relationship with the governmental body.
- 2.12 The terms “Equipment and Organization,” as used herein, shall be construed to mean fully equipped, well organized company in line with the best business practices in the industry. The MDOC may consider any evidence available regarding the financial, technical and other qualifications and abilities of the offeror.
- 2.13 Internal Control Plan – means a process for assuring achievement of an organization’s objectives in operational effectiveness and efficiency, reliable financial reporting, and compliance with laws, regulations and policies. It plays an important role in detecting and preventing fraud and protecting the organization’s resources, both physical and intangible.
- 2.14 MAGIC – means Mississippi’s Accountability System for Government Information and Collaboration.
- 2.15 May - denotes the permissive.
- 2.16 MDOC - means Mississippi Department of Corrections.
- 2.17 Offeror - means an individual/business that submits a proposal in response to this Request for Proposals.
- 2.18 MSP – means Mississippi State Penitentiary located in Parchman, Sunflower County, Mississippi.
- 2.19 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.
- 2.20 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. For the purpose of this RFP the Procurement Officer is Rick McCarty, Deputy Commission of Administration and Finance.
- 2.21 Purchasing Agency - means any governmental body which is authorized by regulations to enter into contracts.
- 2.22 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).
- 2.23 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.
- 2.24 Shall - denotes the imperative.
- 2.25 SMCI – means South Mississippi Correctional Institution located in Leakesville, Greene County, Mississippi.
- 2.26 Subcontractor – For the purposes of the RFP, any person or organization with which the vendor contracts to provide a service or a product used in the implementation of the proposed services.
- 2.27 Respondent – means an individual/business that submits a proposal in response to this Request for Proposals.
- 2.28 RFP – means Request for Proposals.

SECTION 3. NOTICE TO RESPONDENTS

3.1 Request for Proposals

The Mississippi Department of Corrections (hereinafter “MDOC”) is hereby requesting written proposals for the development of an Internal Control Plan which complies with all state requirements.

3.2 Submission of Proposals

3.2.1 The Mandatory Pre-Proposal Vendor Conference is scheduled for **Friday, January 30, 2015**. All proposed respondents must attend the Vendor Conference.

3.2.2 Written proposals for the development of an Internal Control Plan will be accepted by the MDOC via MAGIC (Mississippi’s Accountability System for Government Information and Collaboration) until **10:00 a. m. CST, on Friday, February 6, 2015**.

3.3 General Information

3.3.1 For consideration, vendors must be registered in MAGIC, must submit written proposals via MAGIC, and proposals must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed service. The RFP may also be accessed via the MDOC website at <http://www.mdod.state.ms.us>.

3.3.2 The required proposal format, content, and attachments can be found in Section 6 of this RFP. More general information concerning this RFP may be found in Section 4.

3.3.3 The Single Point of Contact for the MDOC “Development of an Internal Control Plan RFP #15-031” is Rick McCarty, Deputy Commissioner, Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202. Telephone: 601-359-5682, Facsimile: 601-359-5293, Email: rmccarty@mdoc.state.ms.us.

SECTION 4. GENERAL INFORMATION

4.1 Purpose of RFP

The purpose of this Request for Proposal is to obtain proposals from qualified certified public accounting (CPA) firms with the expertise to develop procedures in compliance with the Mississippi Department of Finance and Administration's (DFA) Internal Control Manual which can be found at

<http://www.dfa.state.ms.us/Offices/OFR/BFR%20Files/MAAPP%20Files/30%20Internal%20Control%201.pdf>. One contract will be awarded to one vendor to provide the services. The contract will be awarded to the most responsive and responsible offeror found to be in the best interest of the State of Mississippi and not necessarily to the lowest price vendor. Subcontracting the services will not be allowed.

4.2 Terms of Proposed Contract

4.2.1 Upon acceptance of a proposal by the MDOC, and receipt of signed contract, the successful vendor shall be obligated to deliver the stated services in accordance with the specifications in Section 5 of this RFP. The proposed contract shall be for no more than three (3) months beginning on Wednesday, March 18, 2015 and ending Wednesday, June 17, 2015 with no optional renewals.

4.2.2 It shall be the responsibility of the offeror to thoroughly familiarize themselves with the provisions of these specifications and the DFA Internal Control Manual. After executing the contract, no consideration will be given to any claim of misunderstanding.

4.2.3 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.

4.3 Type of Proposed Contract

Compensation for services will be in the form of a firm fixed-price agreement.

4.4 Mandatory Pre-Proposal Conference

4.4.1 All prospective vendors are required to attend a vendor's conference. The Mandatory Pre-Proposal Conference will be held:

January 30, 2015

10:00 A.M. CST

CENTRAL MISSISSIPPI CORRECTIONAL FACILITY, PEARL, MS

4.4.2 Promptness is a necessity. COMMENTS MADE DURING THIS CONFERENCE WILL HAVE NO VALIDITY UNLESS SUBSTANTIATED IN WRITING BY THE MDOC FOLLOWING THE CONFERENCE.

4.4.3 Please send **notice of vendor attendance by Thursday, January 29, 2015, by 5:00 p.m. CST**, listing the names of all vendor representatives that will attend the Pre-Proposal Conference to Rick McCarty, MDOC Deputy Commissioner of

Administration & Finance, at RMCCARTY@mdoc.state.ms.us, 633 North State Street, Jackson, MS 39202.

4.5 Authorization for Release of Information

- 4.5.1 The selected vendor may have to visit the MSP and a MDOC warehouse at CMCf during the course of the proposed contract. The majority of the work under the proposed contract would be conducted at the MDOC Central Office at 633 North State Street, Jackson, MS 39202.
- 4.5.2 The enclosed AUTHORIZATION FOR RELEASE OF INFORMATION form (**APPENDIX A**) must be completed in its entirety for each of proposed vendor's staff (maximum of four staff, per facility) that may visit MDOC facilities, and the completed forms must be returned with the proposal, via MAGIC on **February 6, 2015**.

4.6 Questions/Written Clarification to Specifications

- 4.6.1 Offerors are cautioned that any statements made by the contract or technical contract person that materially change any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposal.
- 4.6.2 If any offeror contemplating submitting a proposal under this solicitation is in doubt as to the meaning of the specifications or anything in the RFP documents, the offeror must submit a "request for clarification" to Rick McCarty, MDOC's Deputy Commissioner of Administration & Finance. All requests for clarification must be received by Mr. McCarty at RMCCARTY@mdoc.state.ms.us, 633 North State Street, Jackson, MS 39202 by 10:00 a.m. CST on **Friday, January 30, 2015**.
- 4.6.3 All such requests must be made in writing and the person submitting the request will be responsible for its timely delivery.
- 4.6.4 Written response/clarification to the questions will be sent to each participant of the Vendor's Conference and each company receiving a RFP via MAGIC on **Tuesday, February 3, 2015**. Any response/clarification which changes the RFP will be submitted as an amendment to the RFP.

4.7 Acknowledgement of Amendments to RFP/Specifications

Offerors shall acknowledge receipt of any amendment to the RFP by signing and returning the amendment with the proposal on **Friday, February 6, 2015 by 10:00 a.m. CST**, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the MDOC via MAGIC by the time and at the place specified for receipt of proposals.

4.8 Procurement Schedule

- | | |
|---------------|---|
| Jan. 20, 2015 | RFP available to vendors via MAGIC |
| Jan. 30, 2015 | 10:00 a.m. CST, Mandatory Pre-Proposal Conference at MDOC |
| Jan. 30, 2015 | 10:00 a.m. Deadline for Vendors Written Questions |

Feb. 3, 2015	Written Response to Vendors Questions
Feb. 6, 2015	4:00 p.m. CST, Deadline for submitting proposals via MAGIC
Feb. 13, 2015	Notice of Contract Award
Mar. 18, 2015	Contract Begins

4.9 Rejection of Proposals

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

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

4.10 Informalities and Irregularities

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

4.11 Errors or Omissions

- 4.11.1 The offerors will not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions appear in the specifications, the offeror shall promptly notify the MDOC in writing of such error(s) or omission(s) it discovers.
- 4.11.2 To be considered, any significant errors, omissions or inconsistencies in the specifications are to be reported no later than ten (10) days before time for the proposal response is to be submitted.

4.12 Disposition of Proposals

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

4.13 Competitive Negotiation

- 4.13.1 The procurement method to be used is that of competitive negotiation from which MDOC is seeking the best combination of price, experience and quality of service.
- 4.13.2 Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
- 4.13.3 Likewise, MDOC also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.
- 4.14 RFP Does not Constitute Acceptance of Proposal
 - 4.14.1 The release of the Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate MDOC to execute a contract with any other party.
 - 4.14.2 MDOC reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with MDOC.
- 4.15 Exceptions and Deviations
 - 4.15.1 Offerors taking exception to any part or section of the solicitation shall indicate such exceptions in the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the offeror's intent to comply fully with the requirements as written.
 - 4.15.2 Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.
- 4.16 Non-Conforming Terms and Conditions
 - 4.16.1 A proposal that includes terms and conditions that do not conform to the terms and conditions in the Request for Proposal is subject to rejection as non-responsive.
 - 4.16.2 MDOC reserves the right to permit the offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the MDOC of non-responsiveness based on the submission of nonconforming terms and conditions.
- 4.17 Proposal Acceptance Period

Proposals shall remain binding for thirty (30) calendar days after proposal due date.
- 4.18 Expenses Incurred in Preparing Proposals

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

award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

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

4.20 Debarment

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

4.21 Certification of Independent Price Determination

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

4.22 Prospective Contractor’s Representation Regarding Contingent Fees

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

SECTION 5. TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

5.1 Internal Control Plan

The plan shall include gathering of information concerning all MDOC facilities.

5.1.1 Institutions

The Mississippi Department of Corrections, herein after referred to as MDOC, is soliciting sealed proposals for the development of an Internal Control Plan.

The MDOC' largest institution is the Mississippi State Penitentiary, (MSP) located at Parchman, Mississippi, situated on approximately 15,000 acres in Sunflower County. It is comprised of 6 units, housing a maximum of 3,543 inmates. The MDOC operates two (2) other major institutions. The Central Mississippi Correctional Facility (CMCF), located at Pearl in Rankin County, has a capacity of 3,469 inmates. The South Mississippi Correctional Institution (SMCI), located at Leakesville in Greene County, has a capacity of 3,282 inmates. The MDOC also has seventeen (17) Community Work Centers and four (4) Restitution Centers located throughout the state with a combined population of approximately two thousand (2,000) inmates. The number of inmates changes frequently.

The successful vendor may have to visit MDOC facilities.

NAME OF FACILITY	LOCATION OF FACILITY	NUMBER INMATES
Mississippi State Penitentiary	Parchman, Sunflower County, MS	3,543
Central MS Correctional Facility	Pearl, Rankin County, MS	3,469
South Mississippi Correctional Facility	Leakesville, Greene County, MS	3,282
Community Work Centers (17)	Alcorn, Bolivar, Forrest, George, Harrison, Jackson, Jefferson, Leflore, Madison, Noxubee, Pike, Quitman, Simpson, Washington, and Yazoo Counties	
Restitution Centers (4)	Flowood, Greenwood, Jackson, and Pascagoula, MS	
TOTALS		12,294

It is anticipated that the successful vendor may have to travel to MSP to review payroll processes, and visit the CMCF warehouse to become familiar with warehouse operations. It is anticipated that the bulk of the work under the proposed contract will take place at the MDOC Central Office at 633 North State Street, Jackson, MS 39202.

5.1.2 Youth Offender Unit

The Youth Offenders are housed at CMCF. The current capacity of the youthful offenders is approximately 60. Food for youthful offenders is prepared and served in compliance with the National School Lunch Program. Medical services for all offenders are provided in compliance with MDOC policies and procedures,

NCCHC Standards, and ACA Guidelines. However, MDOC also complies with the court ordered Consent Decree regarding youth ages 17 and under concerning Mental Health Services.

5.1.3 Other Facilities

1. The vendor should be aware that MDOC has inmates at some of the private facilities: East Mississippi Correctional Facility, Marshall County Correctional Facility, Walnut Grove Correctional Facility, and Wilkinson County Correctional Facility.
2. MDOC is required to provide comprehensive medical and pharmaceutical services to the inmates at the private facilities.

5.2 Minimum Vendor Requirements

5.2.1 The minimum requirements for the successful vendor will be:

1. Must be established as a business for the past five years.
2. Must demonstrate experience developing an internal control system in the past.
3. Must provide five (5) references from clients served in the past three (3) years.
4. Must provide certified financial statements with notes reflecting a capability to sustain operations for the term of the proposed contract.
5. Must be in compliance with Mississippi Code Annotated § 79-4-15.01 (1972, as amended) regarding authorization to transact business in Mississippi.

5.2.2 Vendor Location

The offeror must establish or have in place, if awarded the contract, an office in the Jackson Metropolitan Area (Hinds, Madison, or Rankin Counties) which must be maintained throughout the term of the contract. The office cannot be located at any of the MDOC facilities.

5.3 Scope of Services

5.3.1 The tasks for the scope of services are as follows:

1. Develop a comprehensive written Internal Control Plan that provides assurance that the State's assets are being safeguarded, that applicable statutes, rules and regulations are being followed, and that the objectives of MDOC management are being met.
2. The plan should indicate management's idea of how the following activities should be operating:
 - A. Control Environment
 - B. Risk Assessment
 - C. Control Activities
 - D. Information and Communication
 - E. Monitoring
3. The plan should provide MDOC employees with guidance in the performance of their duties as well as guidance on effective monitoring of the plan.
4. The plan should comply with the directives of the Mississippi Department of Finance & Administration's Internal Control Manual which can be found at <http://www.dfa.state.ms.us/Offices/OFR/BFR%20Files/MAAPP%20Files/30%20Internal%20Control%201.pdf>.

5. Vendor's proposal must contain a description of the activities necessary to complete the scope of services.
6. Vendor's proposal must indicate all staff assigned to complete the contract before, or within, the three month term of the proposed contract and provide resumes/brief biographical information on each person assigned which indicate the education, training, certifications, qualifications, experience of the assigned staff. Vendor's proposal should also indicate the role and activities each assigned staff will play in the completion of the scope of services.
7. Vendor's proposal must contain a description of similar contracts in scope and size provided in the past five (5) years along with references that can verify information concerning those contracts from the past three (3) years.
8. Vendor's proposal must indicate the total number of hours required to complete the contract, and the blended rate - dollar amount per hour. **See Appendix C.**
9. Vendor's proposal must be in the format and have the content specified in Section 6.3 of this RFP.
10. Vendor must submit monthly requisitions for vendor payment to the MDOC Deputy Director for Administration & Finance for approval prior to submitting to the MDOC Purchasing Director.
11. Along with the Requisition for Payment, the successful vendor must submit a Monthly Progress Report regarding progress in the completion of the MDOC Internal Control Plan. There will be no penalty for early completion of the project. However, the MDOC Internal Control Plan must be completed and in its final form by the end date of the contract.
12. Vendor must maintain strict confidentiality of all MDOC information acquired during and after the term of the contract.

5.3.2 MDOC Responsibilities

The MDOC will:

1. Assign Rick McCarty, Deputy Commissioner of Administration & Finance, as the overall agency wide Internal Control Officer.
2. Provide all required documentation as needed by the successful vendor.
3. Maintain ownership to all information and reports generated during the term of the contract.
4. Retain the right to examine and audit all records and documents of the contractor pertinent to the contract.
5. Provide security at MDOC sites visited by the vendor.

SECTION 6. REQUIRED FORMAT AND CONTENTS OF PROPOSALS

6.1 Proposals Shall Contain Minimum Information

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

6.2 Demonstration of Competency

Proposals will only be considered from CPA firms that are regularly engaged in the business of providing the services as described in this RFP. Offerors must be able to demonstrate a good record of performance for the five (5) previous years, and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

6.3 Required Proposal Format and Content for MDOC RFP 15-002

- 6.3.1 Proposals must be organized and submitted in the format set forth below in order for MDOC to conduct a uniform and objective review of all proposals. Failure to follow this format may be cause for rejection of a proposal.
- 6.3.2 The following information must be included with all proposals. Failure to provide any of the information requested is grounds for the MDOC to reject a proposal.
 - 1. **Title Page.** This title page should reflect the Request for Proposal subject, Name of the firm, address, telephone number, contact person and date of preparation. The contact person will be responsible for answering any and all questions regarding the proposal.
 - 2. **Table of Contents.** The Table of Contents must indicate the material included in the proposal by section and page number. An offeror's Table of Contents should mirror this Section 6.3.2 of the MDOC Request for Proposal.
 - 3. **Letter of Transmittal.** Please limit to two pages. A letter of transmittal must be submitted with the offeror's proposal. The letter must include:
 - A. A statement of the offeror's understanding of the services required in Section 5 of this RFP.
 - 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. **Profile of the Offeror.** Include a narrative profile of the offeror which includes:
 - A. Description of the Offeror. The name of the offeror, the principle location of the offeror's place of business and whether the offeror is a local, regional, national, or international firm.
 - B. Ownership and Staffing. A comprehensive list of the names and titles of the members, partners, officers, management, and staff of the offeror's firm. In naming these individuals, include an outline of your corporate structure and identify each individual with an ownership interest.
 - C. Previous Operations. How long the firm has been in business under the name and structure and the average number of employees over the previous five (5) years. Provide any other names under which the firm has done business and the dates it operated under each name and the locations at which it operated under each name.
 - D. Personnel Assigned to Proposed Contract. Include the number of partners, associates, supervisors, and other staff employed at each location that will be used in servicing the contract with the MDOC and provide a resume or brief biography on each.
 - E. Previous Contracts. A narrative description of five (5) contracts performed in the past five (5) years by the offeror that required the provision of services similar to those requested in this RFP.
 - F. References. Provide a minimum of five (5) references for contracts performed in the past three (3) years. Provide complete current addresses and telephone numbers for each reference, as well as the name, title, and telephone number of a contact person. The contact person shall be knowledgeable of the contracts and shall be able to answer any questions concerning such contract. Describe the contract, the scope of the contract, the length of the contract and the dollar value of the contract for each reference.
 - G. Employee Benefit Package. Explain your Employee Benefit Package of your company. This would include the pay scale for each level of employee along with other benefits – i.e. hospital insurance, etc.
5. **Standard Operation Plan.**
 - A. Giving as much detail as is practical and explain how the services will be performed. The offeror must explain how it would provide these services to the MDOC and describe the general procedures it would use for each task in Section 5 of this RFP.
 - B. Explain fully the plan of operation to include, but not limited to, assignment of staff, equipment, schedule, etc.
 - C. Provide a contingency plan that states what alternative arrangements will be made if the original plan falls through.

6. Costs and Guarantees

The pricing contained in the proposal will allow MDOC to evaluate and determine whether it would be in the best interest of MDOC to select a vendor to provide the services.

- A. In a narrative format, explain the budget for performing the services.

- B. The calculated cost shall include the cost of all services to be provided by the offeror.

7. Minimum Required Documents:

- A. Authorization for Release of Information – **Appendix A.**
- B. Certifications Form, **Appendix B.**
- C. Cost. These worksheets must be completed in accordance with the format as shown in **Appendix C.**
- D. Certified Financial Statements with notes for each of the two most recently completed fiscal years.
- E. Resumes of Executive Staff, Proposed Project Manager, and any other staff to be assigned to the proposed contract.
- F. Staffing Plan to include a schedule showing hours and hourly rate for each assigned employee.

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 vendor. The MDOC also reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this request for proposal.

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

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

7.1 Qualifications of Offeror

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

7.2 Evaluation Step One

- 7.2.1 Step One in the evaluation process will be completed by MDOC staff to determine the following.
 - 1. Was the proposal submitted on time?
 - 2. Did the offeror attend the Mandatory Pre-Proposal Conference?
 - 3. Is the proposal package in the format outlined in Section 6.3.2?
 - 4. Does proposal have the Title Page with required information?
 - 5. Does proposal have the Table of Contents with required sections and page numbers?
 - 6. Does proposal have Letter of Transmittal?
 - 7. Does proposal have Profile of the Offeror?
 - 8. Does proposal have Standard Operation Plan?
 - 9. Does proposal have Costs and Guarantees section?
 - 10. Does proposal have the Minimum Required Documents?
- 7.2.2 Offerors will receive **FIVE (5) points** if the answer to the questions above is "YES."
- 7.2.3 The offerors whose proposals are in the order above and have the required content will be considered "responsive." If the answer to any of the thirteen (13) questions above is "NO" the offeror will be considered "non-responsive" and the proposal put aside. MDOC staff will immediately notify the "non-responsive" offeror that their proposal will not be considered and why it will not be considered.
- 7.2.4 The MDOC reserves the right in its sole discretion to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of the MDOC. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements, if the party is awarded the contract.

7.2.5 A Log of all proposals will be maintained in MAGIC as proposals are received to include the day and time received. Proposals will not be opened publicly.

7.3 Evaluation Step Two

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

CRITERIA FOR EVALUATION	
Description of Criteria	Maximum Points
Step 1 – Correct Proposal Format and Content	5
Step 2 – Evaluation of the Proposal Package	
<ul style="list-style-type: none"> The Plan for performing the services it will provide to the MDOC in response to the specifications and requirements of this RFP and the offeror's ability to complete the contract. 	20
<ul style="list-style-type: none"> The Ability to perform the services as reflected in the RFP by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services. The offeror must show an ability for immediate contract start-up. 	30
<ul style="list-style-type: none"> Personnel, Equipment, Facilities, Etc. The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting. 	10
<ul style="list-style-type: none"> Record of Past Performance. A record of past performance of similar work previously performed by the offeror on behalf of clients who have required similar services. 	25
<ul style="list-style-type: none"> Cost. The fairness and reasonableness of the offeror's proposed fees. 	10
Step 3 – Oral Presentation	10
TOTAL MAXIMUM POINTS	110

7.4 Evaluation Step Three

7.4.1 Upon recommendation of the Evaluators, the top two (2) scoring vendors may be required to make an oral presentation of their proposal.

7.4.2 MDOC reserves the right to request "Best and Final Offer" (BAFO) from the top two scoring vendors. Evaluators may recommend "no oral presentation and no BAFO" and make the final recommendation to the MDOC Commissioner. **If there is no oral presentation, the maximum total points would be 100.**

7.4.3 The MDOC Commissioner, or his designee, will contact the offeror with the proposal which best meets MDOC's needs (based on factors evaluated in Step Two) and attempt to negotiate an agreement that is deemed acceptable to both parties.

7.4.4 The method of procurement to be used is that of competitive negotiation from which the MDOC is seeking the best combination of price, experience, and quality of service. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for contract award. Likewise, the MDOC also reserves the right to accept any proposal as submitted

for contract award, without substantive negotiation of offered terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

7.5 Debriefing Request

- 7.5.1 A vendor, successful or unsuccessful, that submitted a proposal for this RFP may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission within three (3) business days of notification of the contract award, to be received by Mr. Rick McCarty, Deputy Commissioner of Administration & Finance, Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202 (601) 359-5293 (fax), rmccarty@mdoc.state.ms.us.
- 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 MDOC and identify its attorney. The MDOC shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.
- 7.5.3 Unless good cause exists for delay, the debriefing should occur within five (5) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to MDOC.

SECTION 8. STANDARD TERMS AND CONDITIONS

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

8.1 Applicable Law

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

8.2 Availability of Funds

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

8.3 Anti-Assignment/Subcontracting

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

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

8.4 Antitrust

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

8.5 Attorney's Fees and Expenses

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and

expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

8.6 Authority to Contract

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

8.7 Procurement Regulations

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

8.8 Approval

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

8.9 Compliance with Laws

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

8.10 Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that MDOC is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated §§25-61-1 et seq. (1972, as amended). If a public records request is made for any information provided to MDOC pursuant to the agreement, MDOC shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

8.11 Contractor Personnel

The MDOC shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDOC reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MDOC in a timely manner and at no additional cost to the MDOC. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

8.12 E-Verification

Offeror represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 et seq. (1972, as amended). The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State, and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

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

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

8.13 E-Payment

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

8.14 Representation Regarding Contingent Fees

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

8.15 Representation Regarding Gratuities

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

8.16 Change in Scope of Work

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

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

8.17 Stop Work Order

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

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

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

1. The stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
2. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer

decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

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

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

8.18 Failure to Deliver

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

8.19 Failure to Enforce

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

8.20 Force Majeure

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

8.21 Indemnification

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

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

8.22 Independent Contractor Status

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

8.23 Insurance

Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance, with minimum limits of \$500,000 per occurrence and fidelity bond insurance with minimum limits of \$100,000. All general liability, professional liability and fidelity bond insurance will provide coverage to the MDOC as an additional insured. The MDOC reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

8.24 Legal Action

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

8.25 No Limitation of Liability

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

8.26 Notices

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

For Contractor:

Name, Title, Contractor, Address

For the MDOC:

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

8.27 Oral Statements

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

8.28 Ownership of Documents and Work Papers

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

8.29 Paymode

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

8.30 Record Retention and Access to Records

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the MDOC or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All

records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

8.31 Recovery of Money

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

8.32 Right to Inspect Facility

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

8.33 State Property

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

8.34 Termination for Convenience

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

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

8.35 Termination for Default

8.35.1 Default. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer of the MDOC may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in

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

- 8.35.2 Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- 8.35.3 Compensation. Payment for completed services delivered and accepted by the MDOC shall be at the contract price. The MDOC may withhold from amounts due Contractor such sums as the Procurement Officer deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- 8.35.4 Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements.

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

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

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

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

8.36 Third Party Action Notification

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

8.37 Transparency

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

8.38 Unsatisfactory Work

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

8.39 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

APPENDIX A:**COMPLETE ALL INFORMATION****AUTHORIZATION FOR RELEASE OF INFORMATION
NCIC (National Crime Information Center) CHECK**

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

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

PRIVACY ACT NOTICE

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

APPENDIX B

CERTIFICATIONS

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

The prospective contractor represents as a part of such offeror's proposal that such offeror

HAS / HAS NOT (circle applicable word or words)

retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

DEBARMENT

The prospective contractor certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi.

Company Name

Date

Company Representative

APPENDIX C

COST FOR DEVELOPMENT OF MDOC INTERNAL CONTROL PLAN

Total Required Hours _____

Blended Hourly Rate \$_____

TOTAL BID \$_____