



**STATE OF MISSISSIPPI  
DEPARTMENT OF CORRECTIONS  
BURL CAIN  
COMMISSIONER**

**REQUEST FOR QUOTES  
RFx NO. 3140004533**

**FIRE PROTECTION INSPECTION, TESTING AND MAINTENANCE  
AT MARSHALL COUNTY CORRECTIONAL FACILITY**

Mississippi Department of Corrections (MDOC) is requesting vendors to submit quotes for fire protection inspections, testing, and maintenance services for the Marshall County Corrections Facility (MCCF) for an approximate one-year term beginning on or about April 1, 2026, unless either party provides advance written notice of termination.

Interested and qualified vendors having resources to perform the scope of services outlined in Section 2 should submit a signed quote on vendor letterhead in response to this request no later than March 27<sup>th</sup> by 2 p.m. It is recommended that vendors be registered with the State of Mississippi. If not registered, please go to <https://www.dfa.ms.gov/vendors> to register your company and receive a supplier number.

Submit quotes to Eric Williams, [procurement@mdoc.state.ms.us](mailto:procurement@mdoc.state.ms.us).

Subject Line: Fire Protection Services Quote, or

Mail quotes to the following address:

Mississippi Department of Corrections  
ATTN: Eric Williams - Fire Protection Services Quote  
301 N. Lamar Street  
Jackson, MS 39201

Upon evaluation of submitted information, MDOC will enter into an agreement with the selected vendor. The agreement shall include clauses detailed in Attachment A and Attachment B.

## **1 SERVICE LOCATION**

Marshall County Correctional Facility  
833 West Street  
Holly Springs, MS 38635

## **2 SCOPE OF SERVICE**

### **2.1 - Wet Sprinkler System**

- a. Perform the water supply test in accordance with the rules under which the Installation is installed, to verify that the system valves are not closed, by performing the main drain test and record the results.
- b. Operate the alarm valve by opening the inspectors test or by other appropriate means.
- c. Operate local alarms to ensure proper operation.
- d. Restore systems to original operation after fully testing and re-commission system by attaching the appropriate test tag.
- e. Operate and check to ensure that Y-PIV, OS&Y, W-PIV, and roadway type isolating valves are fully open or closed as required.
- f. Visually check exterior condition of exposed piping, drain valves, check valves, pressure gauges and strainers.
- g. Perform hydrostatic testing in three (3) and/or five (5)-year intervals and re-rack hand hoses after annual inspections, if it exists.
- h. Forward copies of all final inspections to the approving authority having jurisdiction as required by state law. Provide one copy of the final inspection to the owner for future reference and maintain one copy of the final inspection for renewal scheduling.

### **2.2 - Private Hydrants**

- a. Flush each private fire hydrant for sixty (60) seconds or until water stream clears.
- b. Perform volume tests for each private hydrant if required by the local authority having jurisdiction.
- c. Perform annual underground flow test as required by the local authority having jurisdiction.
- d. Lubricate hydrants as needed to ensure that all caps, plugs, and threads are in proper operating condition.

### **2.3 - Fire Alarm Inspections**

- a. Test and document all fire alarm devices per manufacturer's approved methods.
- b. Provide quarterly testing for tampers, flow switches, and fire pump signals.
- c. Perform full load test on all emergency back-up batteries associated with the fire alarm system annually.
- d. Test duct detectors, heat detectors, smoke detectors and manual pull stations annually.

- e. Test and inspect audio/visuals (horns). It is understood that these tests require sounding.
- f. Conduct sensitivity inspection and testing every other year on smoke detectors.
- g. Properly recommission and tag the fire alarm control panel upon completion of annual testing.

#### 2.4 - Annual and Semi-Annual Kitchen Head Inspections

- a. Perform service of existing bottle and verify verification dates are current.
- b. Perform function test of cable and gas valves to verify proper operation.
- c. Provide and install new fusible links as part of each inspection.
- d. Verify that existing K-Class extinguished and hood have been maintained properly.
- e. Visually verify proper coverage of existing suppression nozzles.
- f. Perform visual inspection of all associated kitchen hood components for damage or defect.
- g. Provide report of inspections and all identified discrepancies after completed inspections.

#### 2.5 - Annual Maintenance for Portable Fire Extinguishers

- a. Perform visual examination to detect obvious physical damage, corrosion or nozzle blockage to verify that the operating instructions are present, legible, and facing forward, and that all manufacturer data information is present and legible.
- b. Identify if six (6) year maintenance and hydrostatic testing is current and record due dates.
- c. Remove seal or tamper by operating the pull pin or locking device to ensure proper operation and install new listed seal or tamper upon completing the procedure.
- d. Perform all cylinder examination by removing all removable extinguisher boots, foot rings, and attachment.
- e. Recommission each extinguisher using an approved maintenance tag.

It is understood that all inspections and testing described in this scope will be performed during normal business hours.

Services not included in the above scope of work include the following:

1. Anti-freeze, weekly fire pump, pump alignment, internal, standpipe, sprinkler head testing, dry system air testing, foam, water storage tank, diesel engine service, fuel delivery, emergency lighting, domestic back flow, fire door, fire damper and special hazard/clean agent system inspection, testing and/or maintenance.
2. Fire alarm central station monitoring/take-over services.

For questions regarding this RFQ, please contact Eric Williams, [procurement@mdoc.ms.state.us](mailto:procurement@mdoc.ms.state.us) or (601) 359-5304.

**ATTACHMENT A:  
REQUIRED CLAUSES FOR SERVICE CONTRACTS  
RESULTING FROM THIS REQUEST FOR QUOTES**

1. **ACKNOWLEDGMENT OF AMENDMENTS.** Offeror shall acknowledge receipt of any amendment to the RFQ in writing. The acknowledgment shall be submitted to MDOC by signing and returning the provided signature form via email to the email address listed on the form. Each offeror shall submit a written acknowledgment of every amendment to the MDOC on or before the submission deadline.
2. **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 Mississippi.
3. **APPROVAL.** It is understood that if this contract requires approval by the Public Procurement Review Board (“PPRB”) and/or the Department of Finance and Administration Office of Personal Service Contract Review (“OPSCR”), and if this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
4. **AVAILABILITY OF FUNDS.** It is expressly understood and agreed that the obligation of MDOC to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MDOC shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDOC of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
5. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.** By submitting a proposal, the offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
6. **COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY.** 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.

7. **COMPLIANCE WITH LAWS.** Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.
8. **CONFIDENTIALITY.** MDOC is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act of 1983. Mississippi Code Annotated §§ 25-61-1, et seq. If a public records request is made for any information provided to MDOC by Contractor, MDOC shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. The MDOC shall not be liable to the Contractor for disclosure of information required by court order or required by law.
9. **CONTRACT ASSIGNMENT AND SUBCONTRACTING.** Contractor acknowledges that it was selected by 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 MDOC, which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor’s obligations hereunder without consent of the MDOC shall be null and void. Approval of a subcontract by the MDOC shall not be deemed to be approval of the incurrence of any additional obligation of the MDOC. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that MDOC may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
10. **CONTRACT RIGHTS.** Contract rights do not vest in any party until a contract is legally executed. The MDOC is under no obligation to award a contract following issuance of this solicitation.
11. **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” laws which generally provides for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*
12. **E-VERIFICATION.** If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDOC subject to approval by any agencies of the United State Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following:(1) termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*; (2) 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; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

13. **EXPENSES INCURRED IN THE PROCUREMENT PROCESS.** All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.
14. **MINOR INFORMALITIES AND IRREGULARITIES.** 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 of the services being procured and if doing so does not create an unfair advantage for any offeror. If insufficient information is submitted by a offeror for the MDOC to properly evaluate the offer, the MDOC has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any offeror. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)
15. **OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES.** By responding to the solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response.
16. **PAYMODE.** Payments by MDOC using the State's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The MDOC 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 Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.
17. **PROCUREMENT REGULATIONS.** This contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department

of Finance and Administration's website ([www.dfa.ms.gov](http://www.dfa.ms.gov)). Any offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

18. **PROPERTY RIGHTS.** Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the MDOC may terminate this contract at any time for its own convenience.
19. **REPRESENTATION REGARDING GRATUITIES.** Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDOC a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of MDOC has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 and 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
20. **REQUIRED PUBLIC RECORDS AND TRANSPARENCY.** Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on [www.transparency.ms.gov](http://www.transparency.ms.gov) and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the MDOC and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, *et seq.*
21. **STOP WORK ORDER.** The MDOC may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the MDOC. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the MDOC. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MDOC has terminated that part of the agreement or terminated the agreement in its entirety. The MDOC is not liable for payment for services which were not rendered due to the stop order.

22. **TERMINATION.** Termination for Convenience. The MDOC may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MDOC shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the MDOC gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the MDOC may terminate the contract for default and the Contractor will be liable for the additional cost to the MDOC to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

**ATTACHMENT B:  
OPTIONAL CLAUSES FOR SERVICE CONTRACTS  
RESULTING FROM THIS REQUEST FOR QUOTES**

1. **ATTORNEYS' FEES AND EXPENSES.** In the event Contractor defaults on any obligations under this Agreement, Contractor shall pay to MDOC all costs and expenses, without limitation, incurred by MDOC in enforcing this Agreement or reasonably related to enforcing this Agreement. This includes but is not limited to investigative fees, court costs, and attorneys' fees. Under no circumstances shall MDOC be obligated to pay attorneys' fees or legal costs to Contractor.
2. **AUTHORITY TO CONTRACT.** Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) 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, (4) 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.
3. **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.
4. **CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES.** By executing the contract, the contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the MDOC prior to contract execution.
5. **DISCLOSURE OF CONFIDENTIAL INFORMATION REQUIRED BY LAW.** In the event that either party to this Agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1, et seq.

6. **ENTIRE AGREEMENT.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the MDOC and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MDOC or Contractor on the basis of draftsmanship or preparation hereof.
7. **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. **FAILURE TO ENFORCE DOES NOT CONSTITUTE WAIVER.** 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 contracts or any part thereof or the right of the MDOC to enforce any provision at any time in accordance with its terms.
9. **FORCE MAJEURE.** Each party shall be temporarily 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 Agency in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The MDOC may exercise any rights it has under the contract which are available when neither party is in default.
10. **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 attorneys’ 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 MDOC's sole discretion, upon approval of the Office of the Mississippi Attorney General and the MDOC, 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 Office of the Mississippi Attorney General and the MDOC. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDOC shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, and the MDOC, which shall not be unreasonably withheld.

11. **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 MDOC. 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 Worker's Compensation, normally provided by the MDOC for its employees.

12. **LIQUIDATED DAMAGES.** When Contractor is given notice that the personal or professional services are being provided in a manner that is deficient as specified in the Termination – Termination for Default clause of this agreement and fails to cure in the time specified, Contractor shall be liable for damages for delay in the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day from date set for cure until either the State reasonably obtains similar services if Contractor is terminated for default, or until Contractor provides the services if Contractor is not terminated for default.

13. **MODIFICATION OR NEGOTIATION REQUIRED BY CHANGE IN LAW.** The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This

agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required.

14. **NO LIMITATION OF LIABILITY.** Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.
15. **NOTICES.** All notices required or permitted to be given under this agreement shall 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.
16. **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 shall be made in writing by the MDOC, agreed to by Contractor, and approved by the Public Procurement Review Board, if required.
17. **OWNERSHIP OF DOCUMENTS AND WORK PAPERS.** 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 and shall obtain written permission from MDOC to use such work papers, subject to any copyright protections.
18. **PRIORITY.** The contract consists of this agreement, the RFQ, RFQ No. 314004121, and the Contractor's bid submitted in response. Any ambiguities, conflicts, or questions of interpretation of this contract shall be resolved first by reference to this agreement and, if still unresolved, by reference to the RFQ and, if still unresolved, by reference to the bid. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
19. **QUALITY CONTROL.** Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the MDOC.

20. **RECORDS RETENTION AND ACCESS TO RECORDS.** Contractor shall maintain such financial records and other records as may be prescribed by the MDOC or by applicable federal and state laws, rules, and regulations. 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 relevant to this agreement. All records related to this agreement shall be retained by Contractor for three 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 year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
21. **RECOVERY OF MONEY.** Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MDOC, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MDOC. The rights of the MDOC are in addition and without prejudice to any other right the MDOC may have to claim the amount of any loss or damage suffered by the MDOC on account of the acts or omissions of Contractor.
22. **RIGHT TO AUDIT.** Contractor shall maintain such financial records and other records as may be prescribed by the MDOC or by applicable federal and state laws and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDOC, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the MDOC, the Mississippi State Auditor's Office, and/or other entity of the state.
23. **RIGHT TO INSPECT FACILITY.** The MDOC may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the MDOC.
24. **SEVERABILITY.** If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
25. **THIRD PARTY ACTION NOTIFICATION.** Contractor shall give the customer 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.