



**MISSISSIPPI DEPARTMENT OF CORRECTIONS**

**Invitation for Bids (IFB) for Guard Services for Outpatient  
Clinic/Hospital Visits and Hospitalization of State Inmates**

**RFx #3160007531**

**Issue Date: August 12, 2025**

**Bid Submission Deadline:**

10 a.m. CDT

September 19, 2025

**Bid Submission Location:**

Mississippi Department of Corrections

301 North Lamar Street

Jackson, Mississippi 39201

**Bid Opening:**

2:00 PM CDT

September 19, 2025

**Bid Coordinator:**

Crystal T. Henry, Ph.D.

(601) 359-5565

[procurement@mdoc.state.ms.us](mailto:procurement@mdoc.state.ms.us)

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## Section 1. Solicitation Information

### 1.1 Authority

The Public Procurement Review Board (“PPRB”) Office of Personal Service Contract Review (“OPSCR”) at the Mississippi Department of Finance and Administration (“DFA”) has the authority to oversee and approve personal service contracts for state agencies to ensure compliance with applicable state laws, regulations and procurement policies in accordance with Miss. Code Annotated § 27-104-7.

The Mississippi Department of Corrections (“MDOC”) may solicit competitive sealed bids for Guard Services for Outpatient Clinic/Hospital Visits and Hospitalizations of State Inmates in accordance with the OPSCR and Public Procurement Review Board (PPRB) guidelines which can be found in the Procurement Manual.

### 1.2 Purpose

The Mississippi Department of Corrections (“MDOC”) is inviting bids for the purpose of soliciting competitive sealed bids from qualified and interested bidders to provide Guard Services for Outpatient Clinic/Hospital Visit and Hospitalizations of State Inmates requiring such services throughout the entire State of Mississippi. The MDOC seeks to award multiple contracts for each region shown in **Attachment B-1**. Bidders will be selected based on the lowest and best responsible and responsive bid, which meets the requirements and criteria set forth herein. MDOC does not guarantee any minimum number of transports, transport miles or dollar amount of services for any contract resulting from this Invitation for Bids (IFB).

### 1.3 Timeline

MDOC will make every effort to adhere to the following deadlines and schedule:

Invitation for Bid Issue Date	August 12, 2025
Questions Due from Bidders	August 26 <sup>th</sup> by 5:00 P.M. CDT
Anticipated Date MDOC to Provide Answers	September 3, 2025
Bid Package Submission Deadline	September 19, 2025 by 10:00 A.M. CDT
Bid Opening	September 19, 2025 at 2:00 P.M.
Anticipated Notice of Intent to Award	October 15, 2025
Anticipated Approval by PPRB:	December 3, 2025

MDOC reserves the right to alter or amend this schedule by issuing an amendment to the IFB. Any date listed as “Anticipated” may be changed at the sole discretion of MDOC without Amendment to the IFB.

This IFB, questions and answers concerning this IFB, amendments to the IFB, and the Notice of Intent to Award will be posted on the MDOC website and Procurement Portal.

#### **1.4 Request for Reconsideration for the Terms of Solicitation**

Any potential bidder can request that MDOC reconsider their terms of the solicitation. The potential bidder shall file any such request by **5 p.m. CDT on Friday, August 22, 2025**. The potential bidder must submit the request via email to **both** of the following individuals:

Crystal T. Henry, Ph.D., Project Manager II, [procurement@mdoc.state.ms.us](mailto:procurement@mdoc.state.ms.us)

Amelia Gamble, OPSCR Director, [Amelia.Gamble@dfa.ms.gov](mailto:Amelia.Gamble@dfa.ms.gov)

It shall be the sole responsibility of the requesting vendor to ensure the request is **received** in a timely manner by all required parties. Failure to request reconsideration in compliance with this Section in a timely manner results in the waiver of any claim regarding the terms of the solicitation.

The request shall contain the requesting Vendor's name, a single contact person, all contact information for the contact person, the RFx number of the solicitation, and the date the IFB was issued. The request shall identify which of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* the requesting vendor believes to have been violated by the solicitation, as written. The request may not be based on anything other than the solicitation document and the rules and regulations. The vendor shall not include exhibits with the request. Instead, the requesting Vendor shall clearly identify the section(s) of the solicitation document issue in its request. The request shall not be supplemented.

#### **1.5 Questions or Requests for Clarification**

**1.5.1** All questions and requests for clarification must be directed by email to Crystal T. Henry, Ph.D. at [procurement@mdoc.state.ms.us](mailto:procurement@mdoc.state.ms.us).

**1.5.2** Bidders must submit all questions and requests for clarification by email on or before **5:00 p.m. CDT on August 26, 2025**. The Bidder bears all delivery risks and is responsible for promptly submitting questions. MDOC may not answer questions received via email after the above-stated date.

**1.5.3** MDOC is committed to transparency. We will publish all questions, requests for clarification, and answers on the MDOC website and the procurement portal, ensuring that all Bidders have access to the same information.

**1.5.4** MDOC will not be bound by any verbal or written information not contained within this IFB unless a written amendment to the IFB is issued.

#### **1.6 General References Throughout the IFB**

**1.6.1** Unless expressly indicated otherwise, any reference to the "MDOC website" refers to the website found at: <https://www.mdoc.ms.gov/general-public/procurement>.

**1.6.2** Any reference to the “procurement portal” throughout this IFB refers to the website at: [https://www.ms.gov/dfa/contract\\_bid\\_search/Home/Buy](https://www.ms.gov/dfa/contract_bid_search/Home/Buy).

### **1.7 Solicitation Amendments**

Should an amendment to the IFB be issued, MDOC will post it on the MDOC website and procurement portal in a manner that all bidders are able to view. Bidders are responsible for monitoring the DFA website for amendments to the IFB.

### **1.8 Acknowledgment of Amendments**

Bidders shall acknowledge receipt of any amendment to the IFB in writing. The acknowledgment shall be submitted by signing and returning the amendment with the bid package, identifying the amendment number and date in the space provided on the bid form, or by email or letter. Each bidder shall submit a written acknowledgment of every amendment to the MDOC on or before the submission deadline.

### **1.9 Attachments to the IFB**

The attachments to this IFB are fully incorporated into the IFB.

### **1.10 Restrictions on Communication with MDOC Staff**

At no time shall any Bidder or its personnel contact, or attempt to contact any MDOC staff regarding this IFB other than the contact person listed on the cover page of this IFB.

## **Section 2: Scope of Services and Requirements**

### **2.1 Requirements and Project of Scope**

The Mississippi Department of Corrections (MDOC) is the state agency responsible for the care, custody and control of adult and youth offenders sentenced by Mississippi courts. MDOC manages a network of correctional facilities, including state prisons, private prisons under state contract, regional correctional facilities, and community work centers.

The Bidder shall provide the required number of qualified, competent, well-trained, drug-free and appropriately dressed armed and unarmed security guards to guard MDOC inmates being hospitalized or receiving outpatient services in a clinic or hospital as needed. Frequent failure to comply with this requirement, despite status as the low bid provider, shall be grounds for termination of contract and/or utilization of an alternate contract vendor as determined necessary solely by MDOC.

A breakdown of Bidder's scope of service and responsibilities are as follows:

- 2.1.1 Bidder agrees to assign an Account Representative to work directly with MDOC.
- 2.1.2 Bidder shall provide two (2) uniformed security guards for each inmate, one armed and one unarmed, to hospital(s) and clinic(s) unless the hospital/clinic policy prohibits armed guards. In this case, hospital/clinic policy shall be followed.
- 2.1.3 Bidder agrees that security personnel will safeguard hospital, clinic and MDOC personnel, as well as hospital and clinic property while providing guard services for MDOC inmates for outpatient clinic/hospital visits and hospitalizations.
- 2.1.4 Bidder shall maintain a sufficient pool of Coronavirus/COVID-19 fully vaccinated or exempt armed and unarmed security guards to cover hospital(s)/clinic(s) which require proof of vaccination or exemption. The pool shall be large enough to meet MDOC's needs.
- 2.1.5 Bidder agrees male and female inmates shall be separated during transports.
- 2.1.6 Bidder shall provide to MDOC a copy of its orientation and training program for all security guard personnel within ten (10) business days following the Notice of Intent to Award a contract. Failure to provide orientation and training program materials may result in termination of the awarded contract.
- 2.1.7 Bidder agrees that all security guard personnel while on duty, shall be in a uniform clearly marked as that of the bidder. The uniform shall be one that is agreed upon by the MDOC and Bidder. The uniform shall be neat, clean, pressed and in good

condition. Identifying name badges and guard company logo shall be clearly visible.

- 2.1.8 Bidder agrees security guard personnel shall not represent themselves as employees of the State of Mississippi, the MDOC, including its institutions and facilities. Security guard personnel shall be responsible for maintaining a good working relationship with hospital and clinic personnel. Bidder shall report any conflict or difficulty involving security guard personnel and/or hospital/clinic personnel or others in the community to the Warden or his/her designee.
- 2.1.9 Bidder agrees security guard personnel are strictly prohibited from the use of any substance which can impair said personnel's mental or physical performance, which includes, but is not limited to, the use of alcohol or medication (including medical marijuana). All security guard personnel shall refrain from consuming alcoholic beverages at least eight (8) hours prior to reporting for duty. Consuming alcoholic beverages while on duty is strictly prohibited.
- 2.1.10 Bidder agrees security guard personnel will adhere to MDOC's smoking policies and procedures, if applicable.
- 2.1.11 Bidder agrees to instruct security guard personnel that they should refrain from using foul, abusive or profane language.
- 2.1.12 Bidder agrees MDOC will not be responsible for the cost of meals or any other expenses incurred by security guard personnel. Security guard personnel are prohibited from accepting food or anything else of value from the hospital or clinic personnel or facility.
- 2.1.13 Insurance. Bidder agrees to have or acquire the following insurance coverage within thirty (30) days of the Notice of Intent to Award. The MDOC cannot waive or lower any of the insurance requirements. Contractor represents that it will, at its own expense, obtain and maintain insurance which shall include at a minimum, the following types and coverage:
  - a. **Comprehensive General Liability** coverage for professional law enforcement liability, contractual liability, death, bodily injury, personal injury including false arrest, detention, malicious prosecution, libel, slander, defamation of character, violations of the right of privacy, negligent acts, errors and omissions attributable to the Contractor in an amount not less than one million five hundred thousand (\$1,500,000.00) per occurrence. This comprehensive general liability coverage may be provided by a combination of two or more policies.
  - b. **Automobile Liability** – a combined single limit for bodily injury and property damage of not less than one million five hundred thousand dollars (\$1,500,000.00) each occurrence with respect to Contractor vehicles

(whether owned, hired, non-owned), assigned to or utilized in the performance of this contract.

- c. **Automobile Property Damage Insurance** coverage in an amount not less than one million (\$1,000,000.00) for all property damage by automobile.
- d. **Professional Liability** – coverage in an amount not less than one million five hundred thousand (\$1,500,000.00) each claim. Policy must contain professional errors and omissions for prisoner transportation.
- e. **Workers’ Compensation Insurance** to cover obligations imposed by Federal and State Statutes having jurisdiction of its employees engaged in the performance of the services, and Employers’ Liability insurance with a minimum limit of one hundred thousand dollars (\$100,00.00). Evidence of self-insured status shall also suffice for this section.

All general liability and professional liability 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 shall be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

## **2.2 Duration of Services to be Provided**

Pending approval by the PPRB and funding, MDOC anticipates that the contract term will be effective from January 1, 2026 to December 31, 2029 for a period of three (3) years. Upon written agreement of both parties at least 90 days in advance prior to the contract anniversary date, the contract may be renewed by the MDOC for a period of two (2) successive one-year periods under the same prices, terms and conditions. The total number of renewal years permitted shall not exceed two (2).

## **2.3 Notification Requirements**

- 2.3.1 Bidder shall provide services upon verbal request from MDOC or a facility that houses MDOC inmates. Requests for services may be initiated at any time, 24 hours a day, 7 days a week, inclusive of all holidays during the year. When possible, MDOC will provide 24-hours advanced notice. However, it is anticipated that a considerable portion of requests for armed and unarmed security guard services may be during an emergency situation.

- 2.3.2 Clinic/Hospital Outpatient Services and Non-Emergency Hospitalizations. MDOC will notify bidder the day before scheduled outpatient clinic and/or hospital visits and provide bidder with the following:

- Name, MDOC number and sex of the inmate;
- Name and address of physician or location of outpatient service;
- Expected inmate arrival time\*;

- Estimated length of time required for visit or service;
- Exact location of transfer (e.g. which entrance when medical facilities have multiple entrances).

\*Security guard personnel should arrive at the designated site 15-30 minutes prior to expected inmate arrival time.

- 2.3.3 Emergency Hospitalization Services. Upon hospital admission of an inmate, MDOC will initiate a request for armed/unarmed security guard personnel to bidder. Bidder shall respond to the request within 30 minutes to provide confirmation of availability of guard personnel. Guard personnel shall be required to assume custody of the inmate within one (1) hour of initiated request. MDOC reserves the right to proceed with the next low bid provided by an alternate bidder in the event the bidder does not meet this requirement.
- 2.3.4 Bidder shall maintain a sufficient pool of qualified security guard personnel large enough to meet MDOC's needs.

## **2.4 Contractor's Staff Requirements and Responsibilities**

- 2.4.1 Security guard personnel shall be instructed **not to permit** inmates (unless approved in writing by the Superintendent or Warden):
- To have visitors;
  - To make or receive telephone calls; or
  - To send or receive correspondence or packages.
- 2.4.2 Use of Restraints. Restraining devices include, but are not limited to, handcuffs, waist chains and/or leg irons. These restraining devices are to be used in accordance with the MDOC and hospital/clinic policy.
- 2.4.2.1 Bidder shall provide security guard personnel with appropriate training in the proper use of restraint devices in a medical setting. Bidder shall provide necessary restraint devices while MDOC inmates are in bidder's custody. By submitting a response to this IFB, bidder agrees to obtain/purchase the necessary restraint devices at no additional cost to MDOC. All MDOC inmates from the state, regional and private facilities or county jail facilities will be in restraint devices upon transport to off-site outpatient clinic/hospital visit(s) or hospitalization(s). Security guard personnel shall note on the Transfer of Custody from the appropriate owner of the applicable restraint devices. When necessary, bidder will be responsible for providing appropriate restraint devices until custody of inmate is transferred back to the state, regional or private facility or county jail.
- 2.4.2.2 Bidder agrees all security guard personnel used to provide services to MDOC must receive two (2) hours of training annually on the proper use

restraints for hospitalized inmates. Training is to be supplied by bidder, said training must be approved by MDOC's Training Director.

- 2.4.2.3 Bidder agrees security guard personnel shall be responsible for returning any restraint devices to the appropriate facility unless the facility assuming custody of the inmate takes the restraints. The transfer of restraints shall be noted on the Transfer of Custody form. If the facility takes restraints belonging to bidder, the facility will be responsible for returning these restraints to bidder.
- 2.4.3 Bidder shall provide a duty roster for all assigned security guard personnel. The duty roster shall be used to record the signature of each security guard reporting for duty and all activities occurring during that guard's tour of duty. Upon request, the duty roster shall be made available to MDOC personnel for inspection.
- 2.4.4 Bidder shall provide adequate supervisory personnel to ensure frequent and random security checks to its security guard personnel. These security checks, at a minimum, shall be once each shift and be reflected in Bidder's Security Logs. Security guard personnel assigned to hospital(s) is/are responsible for maintaining the Bidder's Security Logs.
- 2.4.5 Bidder shall provide and maintain a current list of all security guard personnel who are to be used in maintaining the care and custody of MDOC inmates. This list shall be furnished to MDOC's Human Resources Department and kept current for verification of employment.
- 2.4.6 Bidder shall provide their security guard personnel with photo identification cards. The identification card must be shown to MDOC personnel before the inmate's custody is transferred to the security guard personnel and upon request at any time by MDOC personnel during security visits. MDOC personnel shall relinquish custody to security guard personnel by completing a Transfer of Custody or Release of Offender form. To ensure that inmates are surrendered by MDOC to the custody of the Contractor, the security guard personnel must present his/her identification badge before the inmate is transferred. The releasing MDOC personnel shall retain a copy of the Transfer of Custody or Release of Offender form as a record of the transfer.
- 2.4.7 Bidder shall ensure that at the beginning of each shift, oncoming security guard personnel shall be required to search the premises making sure the area housing the inmate is secure and free of contraband.

## **2.5 Confidentiality Compliance of Guard Personnel**

- 2.5.1 Bidder agrees that any information regarding the institution, facility, personnel or inmate, either oral or written, shall be considered strictly confidential and shall not be divulged to anyone except appropriate MDOC personnel and supervisors. Bidder shall adequately train all security guard personnel and supervisors on

confidentiality, privacy and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- 2.5.2 Bidder agrees to comply with the provisions of the HIPAA and the "Administrative Simplification" provisions of the HIPAA, including electronic data interchange, code sets, identifiers, security, and privacy provisions.
- 2.5.3 Bidder agrees to represent and warrant that it shall have in place and maintain all required means to protect the information and report within twenty-four (24) hours any confirmed breach of such information. Bidder shall be responsible and liable for any confirmed breach and any resulting damages which arise as a result of the actions of the bidder or its employees during the term of the awarded contract, including indemnifying and holding harmless MDOC from any claim which may arise.
- 2.5.4 Bidder agrees to execute a Business Associate Agreement (See **Attachment I** for sample agreement), upon contract award.

## **2.6 Qualifications of Security Personnel**

- 2.6.1 Bidder agrees all security guard personnel utilized for the services with MDOC outlined in this IFB shall be subject to a thorough National Crime Information Center (NCIC) background check, including, but not limited to: fingerprint check, criminal records check, sex offender registration records check and drug screening at bidder's expense and prior to engagement. Bidder shall certify in writing to MDOC that background checks have been completed on all security guard personnel assigned to guard MDOC inmates.
- 2.6.2 Bidder agrees all security guard personnel must have a minimum of two (2) years' experience as a security guard, or two (2) years' experience in a branch of law enforcement or other type of protection service. MDOC will audit proof of experience periodically.
- 2.6.3 Bidder agrees all security guard personnel utilized for service with MDOC shall be able to fluently speak, read and write in English.
- 2.6.4 Bidder agrees all security guard personnel must have a completed I-9 (Employment Eligibility Verification Form) and a copy is maintained on file with bidder. Bidder shall provide security guard personnel who are physically and mentally qualified to perform the requirements as listed in this IFB.
- 2.6.5 Bidder agrees that staff terminated from employment by MDOC may not be employed by bidder for services under this IFB without prior written approval from the Commissioner or his/her designee.

## 2.7 Training of Security Personnel

- 2.7.1 Bidder agrees all security guard personnel must be capable and trained to handle any and all incidents in a legal and professional manner.
- 2.7.2 Bidder agrees all security guard personnel shall complete an orientation and training programs approved by MDOC prior to commencing duties as a security guard for MDOC inmates. The orientation and training curriculum shall be provided to the MDOC Training Director and Commissioner or his/her designee for approval prior to implementation.
- 2.7.3 Bidder agrees all security guard personnel shall complete appropriate firearms training and certification annually and be fully qualified with their assigned weapon. Bidder agrees all security guard personnel shall undergo firearm qualifications annually at bidder's firing range.
- 2.7.4 Bidder agrees all security guard personnel provided must be authorized to carry weapons in the State of Mississippi. Bidder shall provide a copy of security guard's firearm permit to MDOC. All firearm permits must be current.
- 2.7.5 Bidder agrees additional training curriculums shall be provided to the MDOC Training Director and the Commissioner or his/her designee for approval prior to implementation of such training. Additional training curriculums must include, but are not limited to:
- Emergency Procedures - mandatory every year.
  - Restraining Techniques - mandatory every year.
  - Firearms - mandatory as required by MDOC.
  - CPR and First Aid - mandatory as required by MDOC
  - Use of Force - mandatory as required by MDOC
- 2.7.6 Bidder agrees that prior to any security guard or supervisory personnel assuming a post, that bidder shall furnish Certificates of Completion, Training Transcripts, and Firearm Certifications to the MDOC Training Director, showing all security personnel utilized for the services outlined in this IFB have completed the appropriate orientation training, annual refresher training and firearm qualification. MDOC **will not** be responsible for the training or cost of training for security personnel.
- 2.7.7 Bidder shall be responsible for ensuring that its security guard personnel assigned to a designated hospital(s)/clinic(s) attend any orientation program required by said hospital/clinic. This program shall be mandatory and will be at the expense of the bidder. Any annual training requirements required by the hospital(s)/clinic(s) must be a part of bidder's training program. Documentation of hospital/clinic training shall be provided to MDOC's Training Director.

## **2.8 Performance of Security Personnel**

- 2.8.1 Bidder agrees that all security guard personnel shall perform their duties in a professional manner and shall avoid using force, except when reasonably necessary to protect hospital, clinic or MDOC personnel and/or hospital/clinic property. In instances where use of force is required, security guard personnel shall follow MDOC's Use of Force Standard Operating Procedure (S.O.P.) regarding notification and reporting of a "Use of Force" incident.
- 2.8.2 Bidder agrees all security guard personnel utilized for the service outlined in this IFB shall remain at their duty area until they have been properly relieved. Under no circumstances shall any assigned duty area be abandoned.
- 2.8.3 Bidder agrees that security guards sleeping on duty will not be tolerated and the security guard personnel who are observed sleeping while on duty will not be allowed to continue to provide services to MDOC. MDOC security personnel from each location and other designated MDOC personnel will provide periodic audits of security guard personnel performing their duties.
- 2.8.4 Bidder shall ensure that all security guard personnel have a method of communicating with their supervisor. Communication may be in the form of two-way radios and/or cellular telephones. All communication devices must have the approval for use from the hospital administration. Alternate methods of communication must be established for security guard personnel in areas where two-way radios and/or cellular phones are not allowed.
- 2.8.5 Bidder agrees that security guard personnel are required to remain in the inmate (patient) room where the inmate can be seen at all times by the security guard personnel. The only exception is when the inmate is in a medical area where no one but the inmate and medical personnel is allowed to enter (i.e., surgery, recovery or intensive care). The security guard personnel will remain outside the entrance to the above area or in a location designated by the hospital or clinic and approved by MDOC.
- 2.8.6 Bidder shall provide a 24 hour per day, 7 days per week, 365 days per year telephone number to MDOC to be utilized when security guard services are required at any hospital or clinic in the State of Mississippi. MDOC requires that bidder have a security guard available within one (1) hour after bidder receives notification that security guard personnel is required.
- 2.8.7 Bidder agrees that the maximum length of time a security guard may continuously occupy a post is sixteen (16) hours within a 24-hour period.
- 2.8.8 Bidder agrees that security guard personnel will indicate on Bidder's Security Log each time they are relieved by the relief officer (both shall sign) and then pass-off to the next shift or to MDOC security personnel who are picking up the inmate to return to the facility. When the inmate is released from the hospital, the security

guard personnel will turn the Bidder's Security Log, restraints, medical packet and the signed Transfer of Custody form over to the MDOC security personnel. The security guard personnel will submit the copy of the Transfer of Custody and other appropriate documentation to the bidder's shift supervisor.

- 2.8.9 Bidder Personnel. The MDOC shall, throughout the life of the awarded contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by bidder. If the MDOC reasonably rejects staff or subcontractors, bidder must provide replacement staff or subcontractors satisfactory to the MDOC within two (2) hours of notification by MDOC and at no additional cost to the MDOC. The day-to-day supervision and control of bidder's employees and subcontractors is the sole responsibility of bidder.

- 2.8.10 Bidder must agree to abide by all hospital and/or clinic policies and procedures.

## **2.9 Transfer of Custody**

- 2.9.1 MDOC agrees to provide the Transfer of Custody form, which Bidder and MDOC agree will be signed by both the MDOC security personnel and Bidder security guard personnel, noting transfer of custody, restraint devices and medical packet of the MDOC inmate from the MDOC security personnel to security guard personnel and from security guard personnel back to the MDOC security personnel. One copy of the form will be attached to Bidder's Security Log to be completed by each security guard while on a security post. The other copy will be returned to the MDOC security personnel transporting the MDOC inmate back to the facility.
- 2.9.2 Bidder agrees that for security guard personnel providing short-term services, will provide a copy of the MDOC Transfer of Custody form and Bidder's Security Log form to MDOC with each monthly invoice. If multiple inmates are housed in a security holding tank and/or approved waiting area, bidder shall follow MDOC's policy on the MDOC security personnel to inmate ratio.
- 2.9.3 Bidder agrees that for security guard personnel providing hospital services, bidder will provide a copy of the MDOC Transfer of Custody form, Bidder's Security Log and other information detailed in the Security Guard Post Orders to MDOC when the inmate is released from the hospital with each monthly invoice. This information and forms will become a part of the inmate's medical record.

## **2.10 Inmate Death**

- 2.10.1 Bidder shall follow MDOC policies and procedures regarding the death of an inmate. If an inmate dies while in bidder's custody, MDOC policy and procedure regarding inmate death will detail the procedures to follow, bidder shall follow the procedures as required. The transfer of custody goes to the Coroner in the county where the hospital is located. The Coroner is the only person allowed to receive custody of the inmate's body. The signed Transfer of Custody form and restraints will be given to MDOC security personnel.

## **2.11 Transfer of Medical Records**

2.11.1 Bidder and MDOC agree that MDOC security personnel will leave the facility with a sealed copy of inmate's medical record for each inmate being transported. The sealed medical record is to be transferred with the inmate and noted on the MDOC Transfer of Custody form. The security guard personnel are responsible for giving the sealed medical record to the appropriate medical personnel with the inmate. The medical personnel are responsible for providing a sealed medical record back to the security guard personnel. The sealed medical record and Transfer of Custody form are to be returned to MDOC security personnel.

## **2.12 Reports**

2.12.1 Bidder shall supply a Security Shift Report to MDOC as required by the MDOC Security Guard Post Orders. A copy of the Bidder's Security Log with appropriate attachments will be submitted with bidder's invoice to MDOC.

**2.13** Bidder shall administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal, and local laws such as social security and withholding taxes for their business and employees.

**2.14** Bidder shall make all unemployment compensation contributions as required by federal and state law(s) and process claims as required for their business and employees.

## **Section 3. Bid Submission and Opening**

### **3.1 Bid Submission Format**

All bids must be submitted in writing and include all documentation requested in the Invitation for Bids. Bids submitted without such documentation may not be considered. Only information in the attached Bid Form and accompanying required documentation will be considered when evaluating bids.

The bid package must contain the following:

**3.1.1 Completed Bid Cover Sheet (Attachment A)**

**3.1.2 Completed Bid Form (Attachment B)**

**3.1.3 Signed Certifications and Assurances (Attachment D)**

**3.1.4 Signed Release of Bid as Public Record (Attachment C)**

**3.1.5 References (Attachment F)**

Each Bidder must furnish at least three (3) references for whom they have provided services similar to those solicited in this IFB in the prior five years. Each reference must include at minimum, a contact person, email address, and telephone number for each reference. The Bidder is responsible for ensuring the reference contact information is correct and current. MDOC must be able to reach two (2) references within two (2) business days of the bid opening. If MDOC cannot reach two (2) references within two (2) business days, MDOC may deem the Bidder non-responsive. To be considered a responsible Bidder, the Bidder must score at least six (6) points on two (2) Reference Score Sheets (**Attachment G**) for a total minimum scoring requirement of 12 points. The references submitted must be familiar with the Bidder's abilities in the areas involved with this solicitation. Bidders must submit at least (3) references and may submit up to five (5). MDOC will contact the references in the order presented.

**3.1.6** In addition to the complete unredacted version of the bid, the bidder shall also submit a copy of the bid with information the bidder deems confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1 redacted in black. Bidder must submit a completed and signed Acknowledgment (**Attachment C**) that the redacted version is a public record which MDOC may produce to any person at any time without notice to Bidder or if a redacted version is not submitted. Bidder agrees that the complete unredacted version of its bid may be produced as a public record without notice to bidder.

## **3.2 Bid Submission Requirements**

**3.2.1 Bids must be submitted by September 19<sup>th</sup> at 10 a.m. CDT.** Bids submitted after this time will not be considered for an award.

**3.2.2** Bids must be submitted in the manner discussed below.

### **3.2.2.1 Submission of Physical Bid (Mandatory)**

One physical copy of the original signed bid package and two copies of the signed bid package shall be submitted in a sealed envelope or package to:

Mississippi Department of Corrections

Legal Department

Attn: Procurement and Contracts

301 North Lamar Street

Jackson, MS 39201

SEALED BID-DO NOT OPEN- DELIVER IMMEDIATELY

RFx 3160007531

TO BE OPENED: September 19, 2025 at 10 a.m.

### **3.2.2.2 Submission of Electronic Bid (Optional)**

In addition to submission of a physical copy of the bid. Bidders may also submit an electronic version of the bid via the State of Mississippi's Accountability System for Governmental Information and Collaboration (MAGIC). Submission in MAGIC is not required. Vendors choosing to submit an electronic bid shall submit an identical copy of the physical bid submitted pursuant to Section 3.2.2.1.

Registering as a supplier in MAGIC allows businesses to register for upcoming opportunity notifications for the products or services they supply, search the system for upcoming solicitations, respond to solicitations electronically, and receive purchase orders by email. In order to register, please go to the following website:  
<https://www.dfa.ms.gov/vendor-information>

**Bids submitted electronically will not be considered for award unless a physical copy of the bid is timely received by MDOC in accordance with the requirements of Section 3.2.2.1.**

### **3.2.3 Bid Acceptance Period**

The original and 2 copies of the bid form, 3 copies total, shall be signed and submitted in a sealed envelope or package to 301 North Lamar Street, Jackson, MS 39201, no later than **10 a.m. on September 19, 2025**. Timely submission of the bid form is the responsibility of the bidder.

The envelope or package shall be marked with the bid opening date and time, and the RFX number of the IFB. The time and date of receipt shall be indicated on the envelope or package when received by the MDOC. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit bid on the bid form provided may be considered just cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid.

The MDOC reserves the right to decide on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the MDOC may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price or delivery of the service. *(Non-responsive portions of the bid that do not affect service quality, quantity, price or delivery may be, for example, clauses that specify the state in which litigation is to be brought or that provide for high interest charges for late payment.)*

**3.2.4** The Agency may cancel the solicitation or reject any bid submitted if the Agency determines it is in the Agency's best interest.

### **3.3 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*.

### **3.4 Certification of Independent Price Determination**

By submitting a bid, the bidder 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 bidder or competitor for the purpose of restricting competition.

### **3.5 Bid Price is All-Inclusive**

The bid price all include, but is not limited to all required labor; all required equipment/material; all required insurance, bond and other surety; all required overhead; all required labor and supervision; all required training; all required business and professional licenses, certification, fees, or permits; and, any and all other costs. All pricing should include all associated costs with no additional or hidden fees.

### **3.6 Withdrawal of Bid**

A bidder may withdraw a bid before the time set for opening bids by making a written request to MDOC. No explanation is required.

### **3.7 Debarment**

By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.

### **3.8 Minor Informalities and Irregularities**

The MDOC has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any bidder. If insufficient information is submitted by a bidder 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 bidder. *(Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)*

### **3.9 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.

### **3.10 Property Rights**

Property rights do not inure to any Bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The MDOC is under no obligation to award a contract and may terminate a legally executed contract at any time.

### **3.11 Registration with the Mississippi Secretary of State**

By submitting a bid, the Bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the MDOC that it has been selected for contract award.

### **3.12 Bid Opening**

Bids shall be opened in the presence of one or more Agency officials on the date and time designated in the IFB. Bids should **not** be opened publicly. The name of each Bidder and such other information as is deemed appropriate by the Agency shall be recorded. This information shall be available to the public via the *Mississippi Public Records Act of 1983*.

### **3.13 Bid Samples**

Bid samples or descriptive literature should not be submitted unless expressly requested and will not alter the terms of this IFB. Samples shall not be returned to the bidder and are submitted at bidder's sole and exclusive risk.

### **3.14 Required Contract Terms and Conditions**

Any contract entered into the MDOC pursuant to this IFB shall have the required clauses found in **Attachment E** and those required by the Public Procurement Review Board (PPRB) Office of Personal Service Contract Review (OPSCR) Rules and Regulations as updated and replaced by PPRB. The MDOC will not accept exceptions from these required clauses. Bids which condition the bid based upon the State or MDOC accepting other terms and conditions not found in the IFB, or which take exception to the State/MDOC's terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.

### **3.15 Optional Terms and Conditions**

Any contract entered into with the MDOC pursuant to this IFB may have, at the discretion of the MDOC, the optional clauses found in **Attachment H** and those with the Public Procurement Review Board (PPRB), *Office of Personal Service Contract Review (OPSCR) Rules and Regulations* as updated and replaced by PPRB.

## **Section 4: Bid Evaluation and Award**

### **4.1 Bid Evaluation and Basis for Award**

**4.1.1** MDOC will evaluate bids based on the requirements set forth in this IFB. No criteria will be used in an evaluation that is not outlined in this Invitation for Bids.

**4.1.2** Only Bidders who are found responsive and responsible will have their bids considered.

#### **4.1.2.1 Responsive Bidders**

Bidder must submit its bid, including the Bid Form and all required Attachments and other documents in a manner that conforms in all material respects to this Invitation for Bid as determined by MDOC.

#### **4.1.2.2 Nonconforming Terms and Conditions**

A bid response that includes terms and conditions that do not conform to the terms and conditions in the IFB is subject to rejection as non-responsive. MDOC reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by MDOC of non-responsiveness based on the submission of nonconforming terms and conditions. This reservation of rights shall not be interpreted as a requirement that MDOC permit withdrawal of nonconforming terms and conditions.

### **4.2 Minimum Bidder Qualifications to be Deemed Responsible**

A bidder must meet each of the following minimum qualifications to be deemed responsible:

**4.2.1** Bidder must have been in business and providing services similar in requirements and scale to those described in this IFB for a minimum of two years.

**4.2.2** Bidder must receive a minimum average of six (6) points on two (2) Reference Score Sheets for a total minimum scoring requirement of 12 points as discussed in Section 3.1.5.

**4.2.3** Bidder must be qualified to do business in Mississippi by registering with the Secretary of State. Any Bidder who is not registered to do business in the state on the bid submission deadline must agree to complete any necessary registration within seven (7) business days of the Notice of Intent to Award if the Bidder is named the intended awardee.

### **4.3 Minimum Qualifications to be Deemed Responsive**

**4.3.1** Bidder must submit Bid which conforms in all material respects to the IFB as determined by MDOC.

**4.3.2** In order to be deemed responsive the Bidder must:

- a. Submit Attachment A – Bid Cover Sheet in its entirety signed by authorized representative.
- b. Submit Attachment B – Bid Form in its entirety signed by authorized representative.
- c. Submit Attachment F – References
- d. Submit Attachment D – Certification of Assurances, signed by authorized representative
- e. Submit E-Verification Registration
- f. Submit W-9 Form, signed by authorized representative

#### **4.4 Basis for Award**

**4.4.1** All bids will be reviewed first to determine whether a Bidder is responsive, responsible, and/or acceptable. Requirements are not assigned a point percentage and/or score, but are instead simply recorded as PASS or FAIL Bids with errors that do not alter the substance of the bid can be accepted, and the MDOC Chief Procurement Officer may allow the Bidder to correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other Bidders.

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

**4.4.3** All bids which are determined to be responsive, responsible and/or acceptable will continue on to the bid price or cost evaluation. The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: Price of the lowest responsive and responsible bid divided by the price of the responsive and responsible bid being rated times the maximum one hundred (100) points allocated for cost equals the awarded point.

#### **4.5 Lowest Bids**

This IFB seeks to award multiple bidders to ensure state-wide coverage. The contract will be awarded to the lowest and best responsible and responsive bidder/bidder(s) whose bid meets the requirements and criteria set forth in this IFB.

#### **4.6 Low Tie Bids**

Where more than one responsive and responsible bidder submitted identical prices, which are the lowest overall bid prices and meet all the requirements set forth in the IFB:

**4.6.1** Resident vendors shall be given preference over non-resident vendors, pursuant to Mississippi Code § 31-7-47;

**4.6.2** If, after evaluation of this criterion, there continues to be low tie bids, each of the low tie bidders may be informed of their status as a low tie bidder and a Best and Final Offer (“BAFO”) may be requested.

**4.6.3** If, after receiving responses to the request for a BAFO, there continue to be low tie bids, an award may be made, in the discretion of the agency head, in any permissible manner that will discourage tie bids; and

**4.6.4** If no permissible method will be effective in discouraging tie bids, and a written determination is made so stating award may be made by drawing lots. In such case, those bidders involved shall be invited to attend the procedure.

#### **4.7 Award Notification**

After reviewing the bids, MDOC will post its Notice of Intent to Award on the MDOC website and the Procurement Portal and will notify all bidders by email. Such notification does not confer contract rights on the intended awardee. Any contract awarded from this IFB requires approval by the Public Procurement Review Board.

#### **4.8 Debriefing**

A bidder may request a debriefing. Requests must be sent via email to [procurement@mdoc.state.ms.us](mailto:procurement@mdoc.state.ms.us) on or before 5 p.m. CDT on **Monday, October 20, 2025**.

#### **4.9 Reconsideration of the Intent to Award**

A bidder who responded to an IFB has an opportunity to request that MDOC reconsider its intent to award the contract to a specific bidder or bidders. The responding bidder shall file any such request within three (3) business days following issuance of the Notice of Intent to Award and posting of the Agency Procurement File via email to **both**:

Crystal T. Henry, Ph.D., Project Manager II, [procurement@mdoc.state.ms.us](mailto:procurement@mdoc.state.ms.us)

Amelia Gamble, OPSCR Director, [Amelia.Gamble@dfa.ms.gov](mailto:Amelia.Gamble@dfa.ms.gov)

It shall be the sole responsibility of the requesting bidder to ensure the request is timely and received by all required parties. Failure to timely request reconsideration in compliance with this Section results in waiver of any claim a bidder may have as to the Agency’s decision to award the contract.

Exhibits shall not be included with the request. Rather, the requesting vendor shall clearly identify the portion(s) of the Agency Procurement File and/or the IFB at issue in the request. Reference to documents outside of or facts not supported by the Agency Procurement File or the IFB shall not be considered by the Agency when responding to the request.

If the requesting bidder believes the Agency Procurement File posted on the Agency website is incomplete (i.e., does not contain a document or documents required by these rules and regulations), the requesting bidder shall so state in the request and shall specify what it believes to be missing.

Should the requesting bidder believe the trade secrets and/or confidential commercial and financial information which were redacted from the Agency Procurement File posted on the Agency website contain issues related to its request, the requesting bidder shall state those concerns in the request – even if speculative – in a manner which is specific enough for the Agency to provide a response.

#### **4.10 Contract Execution**

By executing a Contract that results from this IFB, the Contractor expressly agrees to the imposition of liquidated damages. The Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the requirements set forth in this IFB. If the Contractor fails to meet any item, service, deliverable or other duty of this IFB, the MDOC will impose Liquidated Damages of two-hundred fifty dollars (\$250.00) per calendar day from the date of the breach until the 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. Any assessment of liquidated damages shall be accompanied by details sufficient for justification of the assessment. The MDOC shall deduct the liquidated damages from the next monthly invoice following the imposed damages. Documentation of the amount of damages imposed shall be included with the invoice.

#### **4.11 Attachments**

The attachments to this IFB are made a part of this IFB as if copied herein in words and figures.

**Attachment A: Bid Cover Sheet**

The Mississippi Department of Corrections is seeking a quality private transportation entity to provide interstate and intrastate prisoner transport services as per the scope of services located in Section 2.2.

Bids are to be submitted as listed below, on or before **10:00 a.m. CDT on September 19, 2025**.  
PLEASE MARK YOUR ENVELOPE:

**Mississippi Department of Corrections  
Legal Department  
Attn: Procurement and Contracts  
301 North Lamar Street  
Jackson, MS 39201  
SEALED BID-DO NOT OPEN- DELIVER IMMEDIATELY  
RFx 3160007531  
TO BE OPENED: SEPTEMBER 19, 2025 at 10 a.m.**

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

Quoted By: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Company Representative: \_\_\_\_\_

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

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

EIN/FEIN (business) or SSN (individual):  
\_\_\_\_\_

**Please also provide the following information about your company.**

Year Started: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Years/Months Providing Services Listed in IFB: \_\_\_\_\_

If different than address above, physical location and mailing address of your company's home office, principal place of business, and place of incorporation:

\_\_\_\_\_  
\_\_\_\_\_

If your company is not physically located within the border of the State of Mississippi, please explain how guard services will be provided to the MDOC?

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Is company currently for sale or involved in a merger or acquisition? \_\_\_\_\_

If yes, discuss impact both in organizational and directional terms and any impact on your ability to provide the goods and services required by this IFB.

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List all licenses and permits your company possesses that are applicable to performing the services required in this IFB.

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How many security guard personnel does bidder currently employee? \_\_\_\_\_

Please provide the number of security guard personnel currently employed by bidder specific to the region(s) bidding:

_____ North Delta	_____ Northeast	_____ South Delta	_____ East Central
_____ Central	_____ Pinebelt	_____ Southwest	_____ Coastal

Please provide the number of security guard personnel that are COVID-19 vaccinated or exempt specific to the region(s) bidding:

_____ North Delta	_____ Northeast	_____ South Delta	_____ East Central
_____ Central	_____ Pinebelt	_____ Southwest	_____ Coastal

How many customers has your company provided guard services in the past two (2) years? Please include the dates, the size of maintenance area, and the annual amount of the billing to each customer.

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Has your company provided guard services for inmates? If so, please list the number of inmates guarded and customer's names and location where services were provided?

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Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff.

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List all equipment that your company has available or that is intended to be used to perform the services required in this IFB.

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**Attachment B: Bid Form for Interstate and Intrastate Prisoner Transport  
IFB# 3160007531**

**BID FORM**

<b>Company</b>	<b>Contact Person</b>	<b>Telephone Number</b>

The pricing quoted shall be inclusive of, but not limited to the following:

1. All required equipment or material;
2. All required insurance, bond, or other surety;
3. All required overhead;
4. All required labor and supervision;
5. All required transportation.
6. All required profit.
7. All required business and professional certifications, licenses, permits, or fees; and,
8. Any and all other costs.

**Pricing Structure:** Bidder agrees to furnish services specified in this Bid at the rate indicated below for the entire duration of any resulting Contract. Any cost or incidental expenses not shown on this document will be the responsibility of the vendor. The “Pricing Chart by Region” must be used to submit pricing for guard services. It is the intention of MDOC to solicit pricing for each of the eight (8) geographic regions in the State of Mississippi. Respondents must submit a response for at least one (1) region, but may submit pricing for all regions. MDOC reserves the right to award contracts to multiple vendors based on pricing for each geographic region. Please refer to **Attachment B-1** for a map of the geographic regions.

<b>Mississippi Department of Corrections Guard Services for Hospital /Clinic Visits or Hospitalizations Pricing Chart</b>		
<b>Regions</b>	<b>Total Hourly Rate</b>	
	<b>Armed</b>	<b>Unarmed</b>
<b>North Delta</b>		
<b>Northeast</b>		
<b>South Delta</b>		
<b>East Central</b>		
<b>Central</b>		
<b>Pinebelt</b>		
<b>Southwest</b>		
<b>Coastal</b>		

<b>Any other fees or miscellaneous charges – List and provide rate per unit</b>	
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By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;
3. That the company agrees to all provisions of the Invitation for Bids and Attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB (**Attachments E and H**);
4. That the company will perform the services required at the prices quoted above;
5. That, to the best of its knowledge and belief, the cost of pricing data submitted is accurate, complete, and current as of the submission date;
6. The Bidder represents that its workers are licensed, certified and possess the requisite credentials to perform the duties required to be performed under this Invitation for Bids.

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

**Printed Name of Representative:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

**Note:** Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

## Attachment B-1: Map of Service Regions

### North Delta

Coahoma  
DeSoto  
Grenada  
Panola  
Quitman  
Tallahatchie  
Tate  
Tunica  
Yalobusha



### South Delta

Bolivar  
Carroll  
Holmes  
Humphreys  
Issaquena  
Leflore  
Sharkey  
Sunflower  
Washington



### Central

Hinds  
Madison  
Rankin  
Warren  
Yazoo



### Southwest

Adams  
Amite  
Claiborne  
Copiah  
Franklin  
Jefferson  
Jefferson Davis  
Lawrence  
Lincoln  
Pike  
Simpson  
Walthall  
Wilkinson



### Northeast

Alcorn  
Benton  
Calhoun  
Chickasaw  
Itawamba  
Lafayette  
Lee  
Marshall  
Monroe  
Pontotoc  
Prentiss  
Tippah  
Tishomingo  
Union



### East Central

Attala  
Choctaw  
Clay  
Kemper  
Leake  
Lowndes  
Montgomery  
Neshoba  
Noxubee  
Oktibbeha  
Webster  
Winston



### Pinebelt

Clarke  
Covington  
Jasper  
Jones  
Lauderdale  
Newton  
Scott  
Smith  
Wayne



### Coastal

Forrest  
George  
Greene  
Hancock  
Jackson  
Lamar  
Marion  
Pearl River  
Perry  
Stone

### **Attachment C: Bidders' Acknowledgment of Bid as Public Record**

The redacted version of the bid – or if no redacted version is produced, the full bid document – will be released at the Agency's sole discretion, without notice to the bidder and will be produced as a public record exactly as submitted.

Bidders shall acknowledge receipt of any amendment to the IFB in writing. The acknowledgment shall be submitted by signing and returning the amendment with the bid package, identifying the amendment number and date in the space provided on the bid form, or by email or letter. Each bidder shall submit a written acknowledgment of every amendment to the MDOC on or before the submission deadline.

**Choose One (1):**

\_\_\_\_\_ Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder has not made redactions in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that The Mississippi Department of Corrections may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

\_\_\_\_\_ Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the Mississippi Department of Corrections at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

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

**Printed Name of Representative:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

**Note:** Failure to sign this acknowledgment may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this acknowledgment may be cause for rejection of the bid.

## **Attachment D: Certifications and Assurances**

As an authorized signatory for \_\_\_\_\_,  
I make the following certifications and assurances as a required element of the bid to which it is attached and the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

### **1. 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, to the MDOC prior to contract execution.

### **2. REPRESENTATION REGARDING GRATUITIES**

Offeror 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. Offeror 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 offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

### **3. EXCLUSION OR DEBARMENT**

By submitting a bid in response to the IFB, the bidder certifies that it is not currently excluded or debarred from future contract awards by any political subdivision or agency of any state, federal, local, or county government. Bidder further certifies that it is not an agent of any such person or entity.

Bidder certifies that it has not, in the five-year period preceding its offer, been convicted of or had a civil judgment rendered against it for commission of a fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public contract; violation of antitrust laws; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder certifies that it is not presently indicted or otherwise criminally or civilly charged with the commission of any of the acts listed herein.

Bidder certifies that, within the past five years, it has not had a contract with a governmental entity terminated due to the bidder's failure to perform, default, or any other action or inaction by the bidder.

**4. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submitting a bid, the bidder 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 bidder or competitor for the purpose of restricting competition.

5. The Bidder and/or authorized representative of the Bidder further certifies that he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto.
6. The Bidder and/or authorized representative of the Bidder further certifies that the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and attachments thereto.
7. The Bidder and/or authorized representative of the Bidder further certifies the company agrees to all provisions of the Invitation for Bids and Attachments thereto.
8. The Bidder and/or authorized representative of the Bidder further certifies that the company will provide the services required at the prices quoted above.
9. The Bidder and/or authorized representative of the Bidder further certifies that its workers are licensed, certified and possess the requisite credentials to provide the services detailed in this IFB.

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

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**Modifications or additions to any portion of this document may be cause for rejection of the bid.**

## **Attachment E: Required Clauses for Service Contracts Resulting from This IFB**

- 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 this contract is not approved by 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 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 expense to the MDOC of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 5. 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.
- 6. 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 prior to contract execution.
- 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. 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 “Timely Payments for Purchases by Public Bodies” laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, *et seq.*

9. **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 States Government. 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 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.

10. **INSURANCE:** Contractor requirement of the procurement should be the same in the contract as set in the IFB (RFx: 3160007531). The MDOC cannot waive or lower any of the insurance requirements. Contractor represents that it will, at its own expense, obtain and maintain insurance which shall include at a minimum, the following types and coverage:

- a. **Comprehensive General Liability** coverage for professional law enforcement liability, contractual liability, death, bodily injury, personal injury including false arrest, detention, malicious prosecution, libel, slander, defamation of character, violations of the right of privacy, negligent acts, errors and omissions attributable to the Contractor in an amount not less than one million five hundred thousand (\$1,500,000.00) per occurrence. This comprehensive general liability coverage may be provided by a combination of two or more policies.
- b. **Automobile Liability** – a combined single limit for bodily injury and property damage of not less than one million five hundred thousand dollars (\$1,500,000.00) each occurrence with respect to Contractor vehicles (whether owned, hired, non-owned), assigned to or utilized in the performance of this contract.
- c. **Automobile Property Damage Insurance** coverage in an amount not less than one million (\$1,000,000.00) for all property damage by automobile.
- d. **Professional Liability** – coverage in an amount not less than one million five hundred thousand (\$1,500,000.00) each claim. Policy must contain professional errors and omissions for prisoner transportation.
- e. **Workers' Compensation Insurance** to cover obligations imposed by Federal and State Statutes having jurisdiction of its employees engaged in the performance of the services, and Employers' Liability insurance with a minimum limit of one hundred thousand dollars (\$100,00.00). Evidence of self-insured status shall also suffice for this section.

All general liability and professional liability 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 shall be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

- 11. 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.
- 12. 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.
- 13. 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 bidder 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.
- 14. 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.
- 15. 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 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
- 16. 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.*

- 17. 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 work order.
- 18. 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 the 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 F: References**

Bidder must submit at least 3 references. References will be contacted in order listed until two (2) references have been interviewed and Reference Score Sheets completed. Contractors are encouraged to submit additional references to ensure at least two references are available for interview with two (2) business days of bid opening to be considered acceptable. Contractors are encouraged to submit additional references by submitting additional copies of **Attachment F**.

### **REFERENCE 1**

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

Dates of Service: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Alternative Contact Person (optional): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

### **REFERENCE 2**

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

Dates of Service: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Alternative Contact Person (optional): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

### **REFERENCE 3**

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

Dates of Service: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Alternative Contact Person (optional): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

### **REFERENCE 4**

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

Dates of Service: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Alternative Contact Person (optional): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

## **REFERENCE 5**

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

Dates of Service: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Alternative Contact Person (optional): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

### Attachment G: Reference Score Sheet

[To Be Completed by MDOC Only]

Bidder Name: \_\_\_\_\_

Reference Name: \_\_\_\_\_

Person Contacted, Title/Position: \_\_\_\_\_

Date/Time Contacted: \_\_\_\_\_

Service From/To Date: \_\_\_\_\_

Were they able to provide the services when called?	Yes	No
Were you satisfied with the services provided, if any? If not, please explain.	Yes	No
Was the vendor easy to work with when scheduling services?	Yes	No
Were the services provided on time and within budget?	Yes	No
Did the vendor listen and readily offer a solution if you had an issue? (If you never had an issue, please check here ____).	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Each "yes" is one point; each "no" is zero points. Bidder must have a minimum average score of "6" from two references (total of "12" points) to be considered responsible and for its bid to be considered.

Score: PASS or FAIL

Do you have any professional or personal interest in the bidder's organization? If yes, please explain.	Yes	No
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A "yes" to the above question may result in an automatic disqualification of the provided reference, therefore, resulting in a score of zero as responses to previous questions become null and void.

**Notes:**

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**Called by:**

<hr/>	<hr/>	<hr/>
<b>Signature</b>	<b>Title</b>	<b>Date</b>

## **Attachment H: Optional Clauses for Use in Service Contracts Resulting from This IFB**

- 1. Attorney's 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 of Signatory.** Contractor acknowledges that the individual executing the contract on behalf of the MDOC is doing so in his or her official capacity only. To the extent any provision contained in the contract exceeds the signatory's authority, Contractor agrees that it will not look to that individual in his or her personal capacity or otherwise seek to hold him or her individually liable for exceeding such authority.
- 3. 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.
- 4. 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.
- 5. 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.

6. **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 shall 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.
7. **Copyrights.** Contractor agrees that the rights and title to any copyrightable material first produced under this agreement belongs to MDOC. Contractor hereby grants to MDOC a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted or copyrightable work which is incorporated in the material furnished under the agreement regardless of whether it was first produced under this agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others.
8. **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.*
9. **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.
10. **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.
11. **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 contract or any part thereof or the right of the MDOC to enforce any provision at any time in accordance with its terms.

**12. 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.

**13. 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.

**14. 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 Workers' Compensation, normally provided by the MDOC for its employees.

**15. Information Designated by Agency as Confidential.** Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor, or its subcontractor(s) shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor(s) without the express written approval of the MDOC may result in the immediate termination of this agreement.

**16. Information Designated by Contractor as Confidential.** Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. The services to be provided, the unit prices and overall price to be paid, and the term of the contract shall not be deemed a trade secret or confidential commercial or financial information.

**17. Infringement Indemnification.** Contractor warrants that the materials and deliverables provided to the MDOC under this agreement, and their use by the MDOC, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the MDOC the right to continue using such items without additional cost to the Agency. Should Contractor fail to obtain for the MDOC the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense.

In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the MDOC to discontinue using such items, in which case Contractor will refund to the MDOC the fees previously paid by the MDOC for the items the customer may no longer use, and shall compensate the MDOC for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within 10 business days of notice to the MDOC to discontinue said use.

*Scope of Indemnification:* Provided that the MDOC promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, indemnify, and hold harmless the MDOC against any such claims, including but not limited to any expenses, costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under 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.

**18. Liquidated Damages.** By executing a Contract that results from this IFB, the Contractor expressly agrees to the imposition of liquidated damages. The Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the requirement set forth in this IFB. If the Contractor fails to meet any item, service, deliverable or other duty of this IFB, the MDOC will impose Liquidated Damages of two-hundred fifty (\$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. Any assessment of liquidated damages shall be accompanied by details sufficient for justification of the assessment. The MDOC shall deduct the liquidated damages from the next monthly invoice following the imposed damages. Documentation of the amount of damages imposed shall be included with the invoice.

**19. Modification or Renegotiation 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.

**20. Non-Solicitation of Employees.** Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least one year after this agreement terminates unless mutually agreed to in writing by the MDOC and Contractor. Any such employment or solicitation for employment shall be in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121.

**21. 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.

**For the Agency:**  
Contact Person, Title  
Agency  
Address

**For Contractor:**  
Contact Person, Title  
Agency  
Address

City, State, Zip

City, State, Zip

- 22. 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.
- 23. 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 workpapers, subject to any copyright protections.
- 24. Priority.** The contract consists of this agreement, the IFB (RFx No. 3160007531), attached hereto as Attachment A, and the Contractor's bid submitted in response, attached hereto as Attachment B. 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 IFB 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.
- 25. 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.
- 26. Record 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.

- 27. 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.
- 28. Renewal of Contract.** The contract may be renewed at the discretion of the MDOC for a period of 2 successive one-year periods under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed two (2).
- 29. Requirements Contract.** During the period of the contract, Contractor shall provide all services described in the contract. Contractor understands and agrees that this is a requirement contract and that the MDOC shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the MDOC for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the MDOC is under no obligation to Contractor to utilize any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the MDOC may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
- 30. 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.
- 31. 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.
- 32. State Property.** Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the state for any loss or damage, normal wear and tear excepted.
- 33. Third Party Action Notification.** Contractor shall give 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.

## **Attachment I: Business Associate Agreement Draft**

### **IFB RFx: 3160007531 - Guard Services BUSINESS ASSOCIATE AGREEMENT**

**WHEREAS**,     (DRAFT)     ("Business Associate") and Mississippi Department of Corrections ("Covered Entity") have entered into a written agreement (the "Services Agreement"), whereby Business Associate provides certain services ("Services") for or on behalf of Covered Entity; and

**WHEREAS**, Business Associate and Covered Entity desire to enter into this Agreement in order to comply with the national standards for the privacy of individually identifiable Protected Health Information adopted by the Department of Health and Human Services ("DHHS") pursuant to the Health Insurance Portability and Accountability Act of 1996, as published in a final rule dated December 28, 2000, and final rule modifications effective October 15, 2002, and as further modified by the Health Information Technology for Economic and Clinical Health provisions of the American Recovery and Reinvestment Act of 2009 (as may be now or hereafter amended or modified, "HIPAA").

**NOW THEREFORE**, in consideration of the mutual promises herein contained, it is agreed as follows:

**1. Definitions.** For purposes of this Agreement, the terms "Business Associate," "Individual," "Use," "Disclosure," and "Protected Health Information," and other terms used, but not otherwise defined in this Agreement, shall have the respective meanings ascribed to those terms in HIPAA.

**2. Parameters of Business Relationship.** In performing Services for or on behalf of Covered Entity pursuant to the Services Agreement, Business Associate will be provided with and have access to individually identifiable Protected Health Information. Business Associate will Use all such Protected Health Information solely in the performance of Services for or on behalf of Covered Entity, in accordance with the terms of this Agreement, and Business Associate shall limit and regulate all Uses and Disclosures of all such Protected Health Information in accordance with the terms of this Agreement. Business Associate may Use and Disclose Protected Health Information as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate (collectively, "Business Associate's Operations"). Business Associate may Disclose Protected Health Information as necessary for Business Associate's Operations only if: (a) the Disclosure is required by law, or (b) Business Associate obtains reasonable assurance from any person or organization to whom Business Associate will Disclose such Protected Health Information that the person or organization will (1) hold such Protected Health Information in confidence and Use or further Disclose it only for the purpose for which Business Associate Disclosed it to the person or organization as required by

law; and (2) notify Business Associate of any instance of which the person or organization becomes aware in which the confidentiality of such Protected Health Information was breached.

**3. Duties of Business Associate.** Business Associate agrees to comply in all material respects with HIPAA when Using or Disclosing Protected Health Information received by Business Associate from or on behalf of Covered Entity including:

**a.** Business Associate will not Use or Disclose Protected Health Information received from Covered Entity in any way other than permitted or required by this Agreement. Business Associate may Use or Disclose Protected Health Information as otherwise required by law.

**b.** Business Associate will exercise appropriate safeguards to prevent Use or Disclosure of Protected Health Information other than as necessary for Business Associate to perform its obligations under the Services Agreement.

**c.** Business Associate will promptly report to Covered Entity any Use or Disclosure of Protected Health Information which is not permitted or required by this Agreement or law and take such actions available as may be reasonably necessary to correct such Use or Disclosure. Business Associate's report of any such Uses or Disclosures shall be to the person who executed this Agreement for Covered Entity, or other individual who may be designated by written notice to Business Associate.

**d.** Business Associate will ensure that any and all subcontractors or agents to whom Business Associate Discloses Protected Health Information received from or on behalf of Covered Entity agree, in writing, to be bound by the same restrictions, conditions and duties that apply to Business Associate with respect to such information.

**e.** Business Associate will maintain appropriate procedures by which Individuals are granted access to their Protected Health Information. Such access must be granted in accordance with HIPAA.

**f.** Business Associate will make its internal policies and procedures, and its books and records relating to Uses and Disclosures of Protected Health Information received from Covered Entity or created or received by the Business Associate on behalf of Covered Entity, available to the Covered Entity or to the Secretary of DHHS for purposes of determining Business Associate's and Covered Entity's compliance with HIPAA.

**g.** When notified by Covered Entity, Business Associate will make available Protected Health Information for amendment and incorporate any amendments or corrections to Protected Health Information maintained by Business Associate in compliance with HIPAA.

h. Upon request from Covered Entity, Business Associate will provide to Covered Entity an accounting of all Business Associate's Disclosures of Protected Health Information received from or on behalf of Covered Entity, except for Disclosures made to the Individual who is the subject of the Protected Health Information; Disclosures for treatment, payment and health care operations purposes (unless Business Associate maintains Protected Health Information in an electronic health record, and in such case, Business Associate will provide an accounting of these Disclosures as well); Disclosures for national security, intelligence, correctional or law enforcement purposes; and Disclosures otherwise excluded from the accounting requirements pursuant to 45 C.F.R. § 164.528. Business Associate will provide the accounting to Covered Entity as promptly as possible after Covered Entity's request, therefore. Business Associate shall provide for a means of accounting for Disclosures for as long as Business Associate maintains Protected Health Information received from or on behalf of Covered Entity.

i. Business Associate will implement administrative, physical, and technical safeguards in accordance with HIPAA that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

j. Business Associate will develop appropriate policies and procedures to implement such administrative, physical, and technical safeguards in accordance with HIPAA that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity, and shall comply with the applicable provisions of the HIPAA Security Rule with respect to any electronic Protected Health Information that Business Associate receives, maintains or transmits on behalf of Covered Entity.

k. Business Associate will request and Use or Disclose only the minimum amount of Protected Health Information necessary to serve the intended purposes of this Agreement.

l. Business Associate will report to Covered Entity any breach of Unsecured Protected Health Information in accordance with 45 C.F.R. § 164 Subpart D.

m. In the event Business Associate undertakes any obligations of Covered Entity under the HIPAA Privacy Rule, Business Associate shall comply with the HIPAA regulations applicable to Covered Entity in the discharge of such obligations.

4. **Duties of Covered Entity.** Covered Entity agrees to comply in all respects with HIPAA when Using or Disclosing Protected Health Information including:

- a. Provide Business Associate with any changes in, or revocation of, permission by Individual to Use or Disclose Protected Health Information, if such changes affect Business Associate's permitted or required Uses and Disclosures;
  - b. Notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with HIPAA; and
  - c. Not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by Covered Entity, unless such Use or Disclosure is included in the Services to be performed pursuant to this Agreement and is for data aggregation or management and administrative activities of Business Associate.
- 5. **Cooperation.** Each party shall cooperate in good faith in all respects with the other party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.
- 6. **Term; Termination.**
  - a. This Agreement shall commence on the date first written above and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section 6.
  - b. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of this Agreement then the non-breaching party shall provide written notice of the breach or violation to the other party that specifies the nature of the breach or violation. The breaching party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching party within the specified timeframe, or in the event the breach is reasonable incapable of cure, then the non-breaching party may do the following:
    - i. if feasible, immediately terminate this Agreement and the Services Agreement; or
    - ii. if neither termination of the Services Agreement nor cure are feasible, report the issue to DHHS.

- c. Notwithstanding any other provisions of this Agreement, this Agreement shall automatically terminate upon termination of the Services Agreement in accordance with its terms.
- d. Within sixty (60) days after the expiration or termination for any reason of the Services Agreement and/or this Agreement, Business Associate shall return or destroy all Protected Health Information, if feasible to do so, including all Protected Health Information in possession of Business Associate's agents or subcontractors.
- e. In the event that Business Associate determines that return or destruction of the Protected Health Information is not feasible, Business Associate shall notify Covered Entity in writing and may retain the Protected Health Information subject to this Section 6. Under any circumstances, Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any Protected Health Information retained after the expiration or termination of the Agreement and/or the underlying business relationship, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the Protected Health Information infeasible.

7. **Change of Law.** In the event any state or federal laws or regulations now existing or enacted or promulgated after the effective date of this Agreement, are interpreted by judicial decision, a regulatory agency or legal counsel to a party hereto in such a manner as to indicate that any provision of this Agreement may be in violation of such laws or regulations, the parties may amend this Agreement as necessary to comply with such laws and regulations. To the maximum extent possible, any such amendment shall preserve the underlying rights, duties and obligations established in this Agreement.

## 8. **General Provisions.**

a. **Notices.** Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been delivered when given in the manner set forth below to the following addresses or fax numbers:

**If to Business Associate:**

(DRAFT)

**If to Covered Entity:**

Mississippi Department of Corrections

301 North Lamar Street  
Jackson, MS 39201  
ATTN: Legal Department  
Phone: (601) 359-5600  
Fax: (601) 359-5293

Counsel to a party may give notice on behalf of a party. Such communications shall be deemed to have been given (a) three days after mailing, when mailed by registered or certified postage-paid mail, (b) on the next business day, when delivered by a same-day or overnight national courier service or the U.S. Post Office Express Mail or (c) upon the date of receipt by the addressees when delivered personally or by fax. A party must receive a notice of change of address for it to be effective.

**b. Entire Agreement; Amendment.** This writing constitutes the entire and only agreement of the parties with respect to HIPAA and supersedes any and all prior negotiations, understandings and agreements concerning the obligations regarding the Use and Disclosure of Protected Health Information; provided, however, if any written agreement between the parties imposes obligations and restrictions on Business Associate regarding Protected Health Information over and above those imposed by this agreement, those obligations and restrictions are not superseded hereby and shall survive. This Agreement may be amended, modified, superseded, canceled, renewed or extended only by a written instrument executed by the parties herein.

**c. Waiver.** The failure by any party at any time to require performance or compliance by another of any of its obligations or agreements shall in no way affect the right to require such performance or compliance at any time thereafter. The waiver by any party of a breach of any provision hereof shall not be taken or held to be a waiver of any preceding or succeeding breach of such provision or as a waiver of the provision itself. No waiver of any kind shall be effective or binding, unless it is in writing and is signed by the party against which such waiver is sought to be enforced.

**d. Binding Nature.** This Agreement shall be binding upon and inure to the benefit of each party hereto, its successors and permitted assigns.

**e. Assignment.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party to this Agreement.

**f. Captions; Language.** The section headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of such sections. In this Agreement, unless the context requires otherwise, the singular includes the plural, the plural the singular, and the word "or" is used in the inclusive sense.

**g. Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed to evidence one and the same agreement.

**h. Applicable Law.** This Agreement and its validity, construction, and performance shall be governed in all respects by the laws of the State of Mississippi and by HIPAA.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year last written below.

**BUSINESS ASSOCIATE:**

(DRAFT)

Date:

**COVERED ENTITY:**

**MISSISSIPPI DEPARTMENT OF CORRECTIONS**

(DRAFT)

Date

## **Attachment J: MDOC Facilities**

### **STATE FACILITIES**

Mississippi State Penitentiary  
590 Parchman Road 12, Parchman, MS 38738

Central Mississippi Correctional Facility  
3794 Hwy 468, Pearl, MS 39208

South Mississippi Correctional Institution  
2689 Hwy 63 North, Leakesville, MS 39451

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

Walnut Grove Correctional Facility  
1650 Hwy 492, Walnut Grove, MS 39189

### **PRIVATE FACILITIES**

East Mississippi Correctional Facility  
10641 Hwy 80 West, Meridian, MS 39307

Wilkinson County Correctional Facility  
20999 US Hwy 61, Woodville, MS 39669

### **REGIONAL FACILITIES**

Alcorn County Regional Correctional Facility  
2839 South Harper Road, Corinth, MS 38834

Bolivar County Regional Correctional Facility  
2792 Hwy 8 West, Cleveland, MS 38732

Carroll Montgomery County  
Regional Correctional Facility  
33714 MS Hwy 35, Vaiden, MS 39176

Chickasaw County Regional  
Correctional Facility  
120 Lancaster Circle, Houston, MS 38851

George County Regional Correctional Facility  
154 Industrial Park Road,  
Lucedale, MS 39452

Holmes-Humphreys County Regional  
Correctional Facility  
23234 Hwy 12 E., Lexington, MS 39095

### **REGIONAL FACILITIES (Cont.)**

Issaquena County Correctional Facility  
22746 MS-1, Mayersville, MS 39113

Jefferson-Franklin County  
Regional Correctional Facility  
279 MS-33, Fayette, MS 39069

Kemper Neshoba Regional County  
Correctional Facility  
374 Stennis Industrial Park Road  
DeKalb, MS 39328

Leake County Correctional Facility  
399 C. O. Brooks Street, Carthage, MS 39051

Marion-Walthall County Correctional Facility  
503 South Main Street, Columbia, MS 39429

Stone County Correctional Facility  
1420 Industrial Park Road,  
Wiggins, MS 39577

Washington County Regional  
Correctional Facility  
60 Stokes King Road, Greenville, MS 38701

Winston-Choctaw  
Regional Correctional Facility  
22062 Hwy 25 North,  
Louisville, MS 39339

Yazoo County Regional Correctional Facility  
154 Roosevelt Hudson Dr.  
Yazoo City, MS 39194

### **RESTITUTION CENTERS**

Flowood CWC/ Restitution Center  
1632 Hwy 80 E., Flowood, MS 39232

Greenwood Restitution Center  
(Location Delta CF)  
3800 Baldwin Drive CR 840  
Greenwood, MS 38930

140 Corrections Drive, Madison, MS 39110

**COMMUNITY WORK CENTERS (CWC)**

Delta CF-CWC/TVC/Restitution Center-RC  
3800 Baldwin Drive CR 840, Greenwood, MS  
38930

Flowood Community Work Center  
1632 HWY 80 E., Flowood, MS 39232

Forrest County CWC  
112 Alcorn Avenue, Hattiesburg, MS 39401

Madison County CWC

Noxubee County CWC  
212 Industrial Park Road, Macon, MS 39341

Pike County CWC  
2015 Jesse Hall Road Magnolia, MS 39652

Quitman County CWC  
201 Camp B Road, Lambert, MS 38643

Wilkinson County CWC  
84 Prison Lane, Woodville, MS 39669

**COUNTY JAILS\***

**\*Statewide**

**NOTE:** *Bidder understands that the number of MDOC facilities servicing is subject to change. Consequently, bidder agrees to add any new MDOC facility through the life of the awarded contract.*