



MISSISSIPPI DEPARTMENT OF CORRECTIONS

**Invitation for Bids (IFB) for Interstate and Intrastate
Prisoner Transport Services**

RFx #3160007435

Issue Date: June 24, 2025

Bid Submission Deadline:

10 a.m. CDT

August 8, 2025

Bid Submission Location:

Mississippi Department of Corrections

301 North Lamar Street

Jackson, Mississippi 39201

Bid Opening:

2:00 PM CDT

August 8, 2025

Bid Coordinator:

Crystal T. Henry, Ph.D.

(601) 359-5565

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 Interstate and Intrastate Prisoner Transport Services 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 to private transportation entities to provide interstate and intrastate prisoner services as per the scope of services. Prisoner transport services will be provided for persons held by out-of-state jurisdictions who are escapees, have violated the terms of their parole or probation, or for some other reason must be returned to MDOC. On occasion, MDOC may request intrastate transport services. 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	June 23, 2025
Questions Due from Bidders	July 15 th by 5:00 P.M. CDT
Anticipated Date MDOC to Provide Answers	July 25, 2025
Bid Package Submission Deadline	August 8, 2025 by 10:00 A.M. CDT
Bid Opening	August 8, 2025 at 2:00 P.M.
Anticipated Notice of Intent to Award	September 5, 2025
Anticipated Approval by PPRB:	November 5, 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 Questions or Requests for Clarification

- 1.4.1** All questions and requests for clarification must be directed by email to Crystal T. Henry, Ph.D. at procurement@mdoc.state.ms.us.

1.4.2 Bidders must submit all questions and requests for clarification by email on or before **5:00 p.m. CDT on July 15, 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.

1.4.3 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.

1.4.4 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.

1.5 General References Throughout the IFB

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

1.5.2 Any reference to the “procurement portal” throughout this IFB refers to the website at: https://www.ms.gov/dfa/contract_bid_search/Home/Buy.

1.6 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.

1.7 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.

1.8 Attachments to the IFB

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

1.9 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 offender 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 Contractor will be responsible for providing trained, certified personnel; secure and compliant transport vehicles; and timely and safe transport of inmates in accordance with local, state, and federal laws. Vehicles used must be appropriately equipped for secure transport.

The Contractor must utilize the most economical mode of transportation for returning male and female offenders to Mississippi, while not compromising the safety and security of the public, the rights of the offender(s) being returned, nor enhancing the risk of escape of the offender while in transit or the Bidder's custody. Bidder will provide safe, secure and reliable ground and/or air transportation services as authorized by MDOC.

MDOC does not guarantee any minimum number of transports, transport miles or dollar amount of services for any contract resulting from this IFB.

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 February 1, 2026 to January 31, 2029 for a period of three (3) years.

2.2.1 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 Transportation Requests and Cancellations

2.3.1 The Contractor must provide means for the MDOC to submit transportation requests to Contractor, to include email address, fax number, online and toll-free phone number. When submitting requests online, the Contractor's online system must require a username and password login to submit transportation requests for security purposes.

2.3.2 MDOC will notify the Contractor of an impending transport at least 96 hours before the transport is required. In the case of a Rapid Prisoner Movement, notification time would be 48 hours. The inmate's return to the agency will be within 24 hours.

2.3.3 Within twenty-four (24) hours of receiving the transport request, Contractor will provide a response with a quote. MDOC will review the quote for approval.

2.3.4 The Contractor must provide twenty-four (24) hours advance notice to the holding facility prior to pickup of the offender. If a transportation request for a release date cannot be accomplished by a specific date, the Contractor is responsible for making other arrangements with the holding facility.

2.3.5 The Contractor is responsible for making requests and receiving approval for extensions to timeframes and making related holding/custody arrangements, directly with MDOC personnel requesting transport. The Contractor must provide confirmation of receipt of transportation request to MDOC personnel requesting transport.

2.3.6 MDOC shall have the right to cancel its pickup order within twenty-four (24) hours after placing the order. **Cancellations that are deemed necessary by MDOC to protect staff, prisoners, or the public against exposure to the coronavirus/Covid-19 or any other medically necessary purpose may be made at any time.**

2.3.7 In the event of unusual incidents, emergencies, and/or controversial situations that arise in the performance of services, Contractor's agents shall report such incidents to MDOC in accordance with MDOC's directives. For the purposes of this paragraph, "unusual incident, emergency, or controversial situations" include, but are not limited to, any act of violence by a prisoner, any medical condition of a prisoner or other passenger requiring emergency medical treatment, any mechanical failure that would normally require formal reports to the cognizant regulatory agency and any refusal of law enforcement agencies to release a prisoner to Contractor as authorized or directed by MDOC.

2.4 Contractor's Staff Requirements and Responsibilities

2.4.1 The Contractor will ensure that only physically-able staff that have been properly trained and certified will provide continuous security and control over transported prisoners.

2.4.2 In assuming custody of such prisoners, Contractor's agents shall perform their responsibilities for security and control of prisoners in accordance with all state and federal requirements. This includes compliance with the Interstate Transportation of Dangerous Criminals Act of 2000. In the event, that there are no written policies or procedures, Contractor and its agents shall follow reasonable customary operating procedures.

2.5 Transportation Requirements

2.5.1 Male and female prisoners shall be separated while being transported.

2.5.2 Prisoners under the age of 18 shall be separated from prisoners over the age of 18 while being transported.

2.5.3 The Contractor shall maintain documentation for all prisoner property with each prisoner.

2.5.4 Contractor must be able to transport prisoner property for each prisoner equal to or greater than what can be placed in a medium-sized garbage bag (12x12x36) and ten (10) pounds in weight. The Contractor cannot transport electronic equipment (to include phone or pagers), fragile property, foodstuff, weapons or excessive legal paperwork. MDOC will arrange shipment of excess property prior to pick-up.

2.5.5 The Contractor shall maintain documentation for all prisoners transported, including but not limited to: (1) Prisoner Receipt Forms, (2) Personal Property Control Forms, (3) Medical Information Forms, and (4) Evidence Processing Forms.

2.5.6 Agents of the Contractor shall assume custody of such prisoners from authorized agents of MDOC, other corrections departments and/or other authorized agents of law enforcement agencies at the location of incarceration as determined by the parties to be suitable for such purpose, to transport such prisoners to their destination or other specified location. Upon arrival, Contractor shall surrender custody of such prisoners to MDOC or to the law enforcement agency as designated by MDOC.

2.6 Prisoner Security

2.6.1 While in the custody of the Contractor, MDOC prisoners will be secured with appropriate restraining devices as approved by MDOC. These devices, to be provided by the Contractor, include handcuffs, waist chains and leg irons to restrain prisoners. All restraining devices are to be employed just prior to accepting custody and removed only after the receiving agency has applied similar restraints or prisoners are placed in a secure location.

2.6.2 At least two (2) officers shall be assigned to each vehicle transporting prisoners. Prior to accepting custody of any prisoner, a photograph of the prisoner is to be taken by the Contractor for identification purposes and is to be attached to the prisoner transport order which contains a complete physical description. This is to minimize the probability of prisoner mix-ups at the holding agency and provide a complete physical detail in the event of a major incident.

2.6.3 Prior to accepting custody of prisoners, a thorough search is to be performed by the Contractor to preclude the possibility of concealment of contraband items. All prisoner property is to be searched by the Contractor at the holding agency to preclude concealment of contrabands.

2.6.4 To ensure that prisoners are surrendered by the Contractor to the custody of MDOC or its duly authorized agents, corroborative identification of MDOC personnel or its authorized agents designated to accept custody of the prisoners shall be presented to the Contractor's personnel at the place and time of surrender of custody. The Contractor shall not surrender custody of prisoners without first verifying the identification (i.e. Badges and picture identification cards) of persons to whom custody of prisoners is being transferred. In addition, the Contractor shall abide to the Standards for Private Entities Providing Prisoner or Detainee Service – 28. C.F.R., Part 97, attached hereto as "Attachment I".

2.7 Transportation Vehicles

The Contractor's transportation vehicles must meet minimum standards including but not limited to the following:

2.7.1 Contractor shall maintain a fleet of vehicles (with list provided) compliant with all applicable United States Department of Transportation (USDOT) regulations sufficient to accomplish the services required by the State. Each vehicle shall be properly secured by:

- a.** A biddle guard to separate offenders from transportation officers and to protect transportation officers from offenders.
- b.** Welded steel security screening covering vehicle windows and doors in passenger and compartment to prevent escape.
- c.** Vehicle doors of passenger compartment which cannot be opened from the interior but accessible only on the exterior by the officer.

2.7.2 Vehicles shall meet basic standards of safety, including but not limited to:

- a.** Evidence of regular service/maintenance as recommended by the manufacturer's recommendation or standard for useful life of the vehicle.
- b.** Vehicle must be properly equipped for emergencies (e.g. communications equipment capable of immediate notice to emergency services in the area of operation, fire extinguishing equipment, medical emergency kits, and equipment or tools) for emergency extrication of passengers.
- c.** Vehicles' fuel reservoirs shall meet current industry standards for protection against rupture, explosion, or ignition, which includes covering to reduce likelihood of rupture from foreign objects.
- d.** Vehicles' drive shafts shall have protection brackets to hold shaft in place in the event of separation from the universal joint.

- e. The Contractor must provide appropriately designed vehicles for the number of people being transported.
- f. The vehicle must have properly operating air conditioning and heating.

2.7.3 Contractor must provide a standard passenger sedan, station wagon, or van with a biddle guard separating the front and rear passenger areas, used for the transportation of prisoners.

2.7.4 Any contractor employees other than the driver must ride in the front seat or appropriate caged area facing at an angle that allows visual contact with prisoners. Contractor employees shall not ride in the prisoner compartment.

2.7.5 Contractor must comply with all pertinent provisions of the USDOT, Federal Motor Carrier Safety Administration (FMCSA) 49 C.F.R., Parts 385, 390-396, U.S. Department of Justice regulations 28 C.F.R., Part 97 created pursuant to passage of the “Interstate Transportation of Dangerous Criminals Act of 2000”, known as “Jeanna’s Act”, and all other pertinent federal regulations. The Contractor shall have and maintain a satisfactory “Carrier Safety Rating” from the FMCSA prior to the commencement of the resulting contract.

2.7.6. Vehicles operating under this solicitation must be designed to carry more than eight people including the driver, and must have a USDOT and Motor Carrier (MS) number.

2.8 Air Transportation

Air transportation must only be used in extreme circumstances to be determined and approved in writing by MDOC in advance due to high costs.

2.9 Meals and Lodging

Prisoners in transit, are to receive three (3) meals per 24 hours during transport. Each meal must satisfy the nutritional and caloric recommendations set forth in the dietary reference intakes approved by the National Research Council. The current edition of “The Dietary Guidelines for Americans” by the U.S. Department of Health and Human Services and Department of Agriculture shall be followed for menu planning.

2.9.1 Breakfast shall be provided when travel begins at or before 6:00 a.m. on the first day of travel or extends beyond 9:00 a.m. on the last day of travel, and for the days between your first and last day of travel.

2.9.2 Lunch shall be provided when travel begins at or before 10 a.m. on the first day of travel or extends beyond 2:00 p.m. on the last day of travel, and for the days between your first and last day travel.

2.9.3 Dinner shall be provided when travel begins at or before 4:00 p.m. or extends beyond 8:00 p.m. on the first day of travel or extends beyond 8:00 p.m. on the last day of travel and for the days between your first and last day of travel.

2.9.4 Contractor shall be responsible for all costs associated with transporting prisoners except medical costs. The expenses shall include, but not limited to, food and lodging.

2.9.5 In the event of delays, including inclement weather or mechanical malfunctions, requiring lodging for prisoners, the Contractor shall arrange secure lodging of prisoners in their custody with the appropriate local detention facility. The Contractor shall be responsible for all prisoner costs related to such delays.

2.10 Medical Criteria for Transporting Prisoners

2.10.1 The Contractor must obtain prisoner medical information prior to transport and require the holding facility to supply such information on a standardized form and provide a written release. The release must authorize the transport of the prisoner by motor vehicle and certify that the prisoner condition does not present any hazard to himself/herself or to any other person during travel or while temporarily incarcerated en route.

2.10.2 The Contractor must comply with the Health Insurance Portability and Accountability Act (HIPAA).

2.10.3 As seemingly minor medical conditions can worsen or require immediate medical attention during extended road trips, Contractor has the right to refuse to transport persons with medical conditions, when there is a risk of acute or chronic medical condition(s) worsening as a result of motor vehicle transport. When medical condition of the prisoner is prohibitive to ground transport, Contractor will offer the requesting agency escorted transport by commercial air, at applicable rates, if a written release for such travel is available from licensed medical personnel.

2.10.4 Medical conditions that exclude person from ground transport eligibility include, but are not limited to, the following (provided the requirements of Section 2.10.5 below are complied with):

- a.** Cardiovascular problems requiring medication or prescribed procedures.
- b.** Diabetics whereby prescribed medication must be injected and/or refrigerated.
- c.** Epilepsy whereby seizure activity is not adequately controlled.
- d.** Pregnancy after second trimester.
- e.** Fractured bones requiring casts or braces designed to immobilize injured areas.

- f.** Critical wounds.
- g.** Communicable diseases or any other medical condition that may place the passenger, transport personnel and other passengers at risk.
- h.** HIV Positive or AIDS

2.10.5 The following information must be completed and submitted prior to transporting any person in the above categories:

- a.** The name of the Contractor and assigned staff members who completed the transportation service.
- b.** The full name and department identification number of the inmate(s) being transported by the Contractor.
- c.** Date(s) of service, from “date of custody” is assumed to “date of delivery”.
- d.** Location of pickup and delivery point (State, City, and Facility).
- e.** Billed amount per offender
- f.** Total amount due.

2.10.6 Medical costs incurred during transport, including, but not limited to, pharmaceuticals, physical examination, or hospital stay are to be billed to the offender. The Contractor shall be authorized to obtain emergency and/or routine medical treatment for prisoners whenever deemed necessary. All such expenditures shall be reported to MDOC in detail. Contractor will not be liable for medical costs associated with pre-existing medical conditions while in Contractor’s custody.

2.11 Pricing

2.11.1 Services are based on the Contractor’s ability to meet the needs of the agency.

2.11.2 A unit price shall be given for each service, and that unit price shall be the same throughout the contract.

2.12 Insurance Requirements

2.12.1 Each successful Bidder shall maintain insurance which at minimum, shall include the following types of insurance and coverage limits:

- 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.

2.12.2 Contractor shall submit to MDOC within 30 days of notification of intent to award, a certificate of insurance which outlines the coverage and limits defined in the procurement and contract. **There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within 30-day period may be cause for the bid to be declared non-responsive or for your contract to be cancelled.**

2.12.3 Contractor shall obtain at Contractor's expense the insurance requirements specified in the procurement and contract prior to performing under this contract, and Contractor shall maintain the required insurance coverage throughout the duration of this Contract and all warranty periods. **There are no provisions for exceptions to this requirement.**

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.

3.1.7 Bidder must provide an equipment/transportation vehicle summary that will be used in performance of bidder responsibilities under this agreement to include make/model of vehicle, odometer reading, compliance with all federal guidelines and regulations with respect to locks, windows, seatbelts, biddle guard, heating and air conditioning in the prisoner areas, video monitoring, GPS tracking, recent vehicle inspections, and the like.

3.1.8 Bidder must submit USDOT and MC number. MDOC will verify the validity using the FMCSA website. Bidder must also provide photographs of all vehicles to be used under this solicitation.

3.1.9 Bidder shall submit proposed plan for providing services to include customary transportation, protocol for offender meal breaks, restroom breaks, overnight housing, hygiene, and the like.

3.1.10 Bidder shall submit a proposed plan for management of emergency situations and cancellations as a response to regional, statewide, or national emergencies.

3.1.11 Bidder must submit an Organizational Chart.

3.1.12 Bidder shall submit a list and resumes of key staff and supervisory personnel.

3.1.13 Bidder must submit assurances and certifications for officers assigned to perform transport duties under this agreement to reflect officer training in security and control of prisoners in accordance with all state and federal requirements to include compliance with the Interstate Transportation of Dangerous Criminals Act of 2000. Bidder should include copies of applicable written policies and procedures, in particular, policies surrounding restraints and their use, use of force, and incident management.

3.1.14 Bidder must submit assurances and/or certifications to support that it operates under the *Motor Carrier Act* and has a valid DOT and MC number to operate as a “Passenger Carrier for Hire” for interstate and intrastate operations.

3.2 Bid Submission Requirements

3.2.1 Bids must be submitted by August 8th 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 3160007435
TO BE OPENED: AUGUST 8, 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 August 8, 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.

3.6 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.

3.7 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.)*

3.8 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.

3.9 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.

3.10 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.

3.11 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*.

3.12 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.

3.13 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.

3.14 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.

4.2.4 Bidder must submit assurances and/or certifications verifying that it operates under the Motor Carrier Act and has a valid USDOT and MC number to operate as a “Passenger Carrier for Hire” for interstate operations.

4.2.5 Bidder must provide an equipment/transportation vehicle summary that will be used in performance of bidder responsibilities under this solicitation to include vehicle make, model, USDOT and MC numbers, VIN, tag number, odometer reading, compliant with all Federal guidelines and regulations with respect to locks, windows, seatbelts, biddle guard, heating and air conditioning in the prisoner areas, recent vehicle inspections m and the like.

4.2.6 Bidder shall submit list and resumes of key staff and supervisory personnel.

4.2.7 Bidder shall submit assurances and certifications for officers assigned to perform transport duties under this solicitation to reflect officer training in security and control of prisoners in accordance with all Federal and State requirements to include compliance with the Interstate Transportation of Dangerous Criminals Act of 2000. Bidder should include copies of applicable written policies and procedures, in particular, policies surrounding restraints and their use, use of force, and incident management.

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 C – 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

The contract will be awarded to the lowest and best responsible and responsive bidder 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 on or before 5 p.m. CDT on Wednesday, September 10, 2025.

4.9 Reconsideration

Any potential bidder can request that MDOC reconsider their terms of the solicitation. The potential bidder shall file any such request within three (3) business days following the date of public notice of the solicitation. 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

Amelia Gamble, OPSCR Director, 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.

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 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 (\$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.

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. on August 8, 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 3160007435
TO BE OPENED: AUGUST 8, 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:

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.

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

For how many customers has your company provided interstate and/or intrastate prisoner transport services within the past two (2) years?

Please provide the dates, size of area maintained and annual amount billed for ground transportation and associated medical services for three (3) typical customers for which interstate and/or intrastate prisoner transport services were provided within the past year.

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

Is your company licensed and/or certified to provide the services as required by any and all applicable Federal and State law(s)? _____

**Attachment B: Bid Form for Interstate and Intrastate Prisoner Transport
IFB# 3160007435**

BID FORM

Company	Contact Person	Telephone Number

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 business and professional certifications, licenses, permits, or fees; and,
6. 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. All pricing must include and all charges as part of the rate per mile.

Service Type Available: ☐ **Interstate** ☐ **Intrastate** ☐ **Both**

CATEGORY OF SERVICE	COST
Price per mile for one-way ground mileage from Point of Pickup to Point of Drop Off – Male Offenders	\$ _____ per mile
Price per mile for one-way ground mileage from Point of Pickup to Point of Drop Off – Female Offenders	\$ _____ per mile
Price per mile for one-way ground mileage from Point of Pickup to Point of Drop Off for offenders requiring Special Needs or Medical Conditions as outlined in the agreement	\$ _____ per mile
Minimum Trip Fees per Transport	
Discount for multiple prisoners (if more than one prisoner is picked-up/dropped off at same location or within close proximity of location)	
Penalty for Cancelled Trip (if cancelled by MDOC outside allowable period)	
Any other fees – list and provide rate per unit	
Any other miscellaneous charges – list and provide rate per unit and not-to-exceed limits where applicable	

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 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: _____

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

- 1. APPLICABLE LAW:** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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.*

8. **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.

9. **INSURANCE:** Contractor requirement of the procurement should be the same in the contract as set in the IFB (RFx: 3160007435). 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.

- 10. 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.
- 11. 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.
- 12. 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). 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.
- 13. 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.
- 14. 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.
- 15. 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 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.*

16. 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.

17. 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. 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 business professional or personal interest in the bidder’s organization? If yes, please explain.	Yes	No
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Notes:

Called by:

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

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 (\$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. 3160007435), 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: U.S. Code of Federal Regulations for Standards for Private Entities
Providing Prisoner or Detainee Services**

**PART 97—STANDARDS FOR PRIVATE ENTITIES PROVIDING PRISONER OR
DETAINEE SERVICES**

Authority: Pub, 114 Stat. 2784 ([42 U.S.C. 13726b](#)).

Source: Order No. 2640-2002, [67 FR 78710](#), Dec. 26, 2002, unless otherwise noted.

Regulations most recently checked for updates on June 5, 2025

§ 97.1 Purpose.

This part implements the provisions of The Interstate Transportation of Dangerous Criminals Act of 2000, [Public Law 106-560](#), 114 Stat. 2784 ([42 U.S.C. 13726b](#)) (enacted December 21, 2000) (“the Act”), to provide minimum security and safety standards for private companies that transport violent prisoners on behalf of State and local jurisdictions.

§ 97.2 Definitions.

(a) ***Crime of violence.*** The term “crime of violence” has the same meaning as in section 924(c)(3) of title 18, United States Code. Section 924(c)(3) states that the term crime of violence means an offense that is a felony and has as an element the use, attempted use, or threatened use of physical force against the person or property of another, or that by its nature, involves a substantial risk that physical force against the person or property of another may be used in the course of committing the offense.

(b) ***Private prisoner transport company.*** The term “private prisoner transport company” (“company”) means any entity, other than the United States, a State, or an inferior political subdivision of a State, that engages in the business of transporting for compensation individuals committed to the custody of any State or of an inferior political subdivision of a State, or any attempt thereof.

(c) ***Violent prisoner.*** The term “violent prisoner” means any individual in the custody of a State or an inferior political subdivision of a State who has previously been convicted of or is currently charged with a crime of violence or any similar statute of a State or the inferior political subdivisions of a State, or any attempt thereof.

§ 97.11 Pre-employment screening.

Private prisoner transport companies must adopt pre-employment screening measures for all potential employees. The pre-employment screening measures must include a background check and a test for use of controlled substances. The failure of a potential employee to pass either screening measure will act as a bar to employment.

(a) ***Background checks must include:***

(1) A fingerprint-based criminal background check that disqualifies persons with either a prior felony conviction or a State or Federal conviction for a misdemeanor crime of domestic violence as defined in [18 U.S.C. 921](#);

(2) A Credit Report check;

(3) A physical examination; and

(4) A personal interview.

(b) *Testing for controlled substances.*

(1) Pre-employment testing for controlled substances must be in accordance with applicable State law.

(2) In the event that there is no applicable State law, pre-employment testing for controlled substances must be in accordance with the provisions of Department of Transportation regulations at [49 CFR 382.301](#) which will apply regardless of whether a private prisoner transport company is covered by Department of Transportation regulations.

(c) The criminal background check references in [paragraph \(a\)\(1\)](#) of this section may not be submitted directly to the FBI or any other Federal agency. The private prisoner transport companies must arrange the procedures for accomplishing the criminal background checks with their contracting governmental agencies. In the event that the private prisoner transport company is contracting with a privately-run incarceration facility, and not directly with a governmental entity, the private prisoner transport company will have to make arrangements through the private incarceration facility to have the checks completed by the governmental entity ultimately requesting the transport.

§ 97.12 Employee training.

Private prisoner transport companies must require the completion of a minimum of 100 hours of employee training before an employee may transport violent prisoners. Training must include instruction in each of these six areas:

(a) Use of restraints;

(b) Searches of prisoners;

(c) Use of force, including use of appropriate weapons and firearms;

(d) Cardiopulmonary resuscitation (CPR);

(e) Map reading; and

(f) Defensive driving.

§ 97.13 Maximum driving time.

Companies covered under this part must adhere to the maximum driving time provisions applicable to commercial motor vehicle operators, as set forth in Department of Transportation regulations at [49 CFR 395.3](#) which will apply regardless of whether a private prisoner transport company is covered by Department of Transportation regulations.

§ 97.14 Guard-to-prisoner ratio.

Companies covered under this part must adhere to certain minimum standards with respect to the number of employees required to monitor violent prisoners during transportation. Private prisoner transport companies must ensure that at least one guard be on duty for every six violent prisoners transported. This requirement does not preclude a contracting entity from establishing more stringent guard-to-prisoner ratios.

§ 97.15 Employee uniforms and identification.

(a) ***Employee uniforms.*** Uniforms used by private prisoner transport companies must meet the following requirements:

- (1) Uniforms must be readily distinguishable in style and color from official uniforms worn by United States Department of Justice employees who transport violent offenders;
- (2) Uniforms must prominently feature a badge or insignia that identifies the employee as a prisoner transportation employee; and
- (3) Uniforms must be worn at all times while the employee is engaged in the transportation of violent prisoners.

(b) ***Employee identification.*** Identification utilized by private prisoner transport companies must meet the following requirements:

- (1) The identification credentials must clearly identify the employee as a transportation employee. The credentials must have a photograph of the employee that is at least one-inch square, a printed personal description of the employee including the employee's name, the signature of the employee, and date of issuance; and
- (2) The employee must display proper identification credentials on his or her uniform and ensure that the identification is visible at all times during the transportation of violent prisoners.

§ 97.16 Clothing requirements for transported violent prisoners.

Companies covered under this part must ensure that all violent prisoners they transport are clothed in brightly colored clothing that clearly identifies them as violent prisoners, unless security or other specific considerations make such a requirement inappropriate.

§ 97.17 Mandatory restraints to be used while transporting violent prisoners.

Companies covered under this part must, at a minimum, require that violent prisoners be transported wearing handcuffs, leg irons, and waist chains unless the use of all three restraints would create a serious health risk to the prisoner, or extenuating circumstances (such as pregnancy or physical disability) make the use of all three restraints impracticable.

§ 97.18 Notification of local law enforcement prior to scheduled stops.

When transporting violent prisoners, private prisoner transport companies are required to notify local law enforcement officials 24 hours in advance of any scheduled stops in their jurisdiction. For the purposes of this part, a scheduled stop is defined as a predetermined stop at a State, local, or private correctional facility for the purpose of loading or unloading prisoners or using such facilities for overnight, meal, or restroom breaks. Scheduled stops do not include routine fuel stops or emergency stops.

§ 97.19 Immediate notification of local law enforcement in the event of an escape.

Private prisoner transport companies must be sufficiently equipped to provide immediate notification to law enforcement in the event of a prisoner escape. Law enforcement officials must receive notification no later than 15 minutes after an escape is detected unless the company can demonstrate that extenuating circumstances necessitated a longer delay. In the event of the escape of a violent prisoner, a private prisoner transport company must:

- (a) Ensure the safety and security of the remaining prisoners;
- (b) Provide notification within 15 minutes to the appropriate State and local law enforcement officials;
- (c) Provide notification as soon as practicable to the governmental entity or the privately-run incarceration facility that contracted with the transport company; and
- (d) Provide complete descriptions of the escapee and the circumstances surrounding the escape to State and local law enforcement officials if needed.

§ 97.20 Standards to ensure the safety of violent prisoners during transport.

Companies covered under this section must comply with applicable State and federal laws that govern the safety of violent prisoners during transport. In addition, companies covered under this section are to ensure that:

- (a) Protective measures are in place to ensure that all vehicles are safe and well-maintained;
- (b) Vehicles are equipped with efficient communications systems that are capable of immediately notifying State and local law enforcement officials in the event of a prisoner escape;

- (c) Policies, practices, and procedures are in effect to ensure the health and physical safety of the prisoners during transport, including a first-aid kit and employees who are qualified to dispense medications and administer CPR and emergency first-aid;
- (d) Policies, practices, and procedures are in effect to prohibit the mistreatment of prisoners, including prohibitions against covering a prisoner's mouth with tape, the use of excessive force, and sexual misconduct;
- (e) Policies, practices, and procedures are in effect to ensure that juvenile prisoners are separated from adult prisoners during transportation, where practicable;
- (f) Policies, practices, and procedures are in effect to ensure that female prisoners are separated from male prisoners during transportation, where practicable;
- (g) Policies, practices, and procedures are in effect to ensure that female guards are on duty to supervise the transportation of female violent prisoners, where practicable;
- (h) Staff are well trained in the handling and restraint of prisoners, including the proper use of firearms and other restraint devices, and have received specialized training in the area of sexual harassment; and
- (i) Private transport companies are responsible for taking reasonable measures to insure the well being of the prisoners in their custody including, but not limited to, necessary stops for restroom use and meals, proper heating and ventilation of the transport vehicle, climate-appropriate uniforms, and prohibitions on the use of tobacco, in any form, in the transport vehicle.

§ 97.22 No pre-emption of federal, State, or local laws or regulations.

The regulations in this part implement the Act and do not pre-empt any applicable federal, State, or local law that may impose additional obligations on private prisoner transport companies or otherwise regulate the transportation of violent prisoners. All federal laws and regulations governing interstate commerce will continue to apply to private prisoner transport companies including, but not limited to: federal laws regulating the possession of weapons, Federal Aviation Administration or Transportation Security Administration rules and regulations governing travel on commercial aircraft, and all applicable federal, State, or local motor carrier regulations. The regulations in this part in no way pre-empt, displace, or affect the authority of States, local governments, or other federal agencies to address these issues.

§ 97.24 No civil defense created.

The regulations in this part on private prisoner transport companies are not intended to create a defense to any civil action, whether initiated by a unit of government or any other party. Compliance with the regulations in this part is not intended to and does not establish a defense against an allegation of negligence or breach of contract. Regardless of whether a contractual agreement establishes minimum precautions, the companies affected by the regulations in this

part will remain subject to the standards of care that are imposed by constitutional, statutory, and common law upon their activities (or other activities of a similarly hazardous nature).

§ 97.30 Enforcement.

Any person who is found in violation of the regulations in this part will:

- (a) Be liable to the United States for a civil penalty in an amount not to exceed \$10,000 for each violation;
- (b) Be liable to the United States for the costs of prosecution; and
- (c) Make restitution to any entity of the United States, of a State, or of an inferior political subdivision of a State, that expends funds for the purpose of apprehending any violent prisoner who escapes from a prisoner transport company as the result, in whole or in part, of a violation of the regulations in this part promulgated pursuant to the Act.